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| 21a. | <b>SHARED PARENTAL LEAVE POLICY FOR SCHOOLS</b> |
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### **Policy updated**

**July 2022**– Updated introduction, definitions. scope, eligibility for shared parental leave and pay, notice requirements sections; clarification on payment of pension contributions in the rights during shared parental leave section; inclusion of gender-neutral language; updated mother to parent/adopter, partner to partner/spouse (including same sex couples) updated to include provisions for adopters and adoption leave and inclusion of data protection.

**February 2024** - New Additional Protections section added to reflect the new protections from Protection from Redundancy (Pregnancy and Family Leave) Act 2023 and includes redundancy pay and fixed term contracts.

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## 1. INTRODUCTION

This policy sets out the rights of employees to shared parental leave and pay. Shared parental leave is a type of leave that is available to parents with babies due or placed for adoption on or after 5 April 2015. Shared parental leave enables parents/adopters to commit to ending their maternity/adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner/spouse (including same sex couples), or to return to work early from maternity/adoption leave and opt in to shared parental leave and pay at a later date.

The provisions regarding Shared Parental Leave and Pay are open to all eligible employees regardless of gender identity, gender expression or sexual orientation.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. Please see the School's policy on ordinary parental leave.

The School recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the School's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, they should clarify the relevant procedures with their line manager to ensure that they are followed correctly.

## 2. DEFINITIONS

The following definitions are used in this policy:

**Parent** means the parent or expectant parent of the child. This is deemed as the primary parent who will initially be taking maternity leave, regardless of gender identity or sexual orientation.

**Adopter** means someone who is awarded legal responsibility for a child by the Courts. This is deemed as the primary parent who will initially be taking adoption leave when the child is placed for adoption, regardless of gender identity or sexual orientation.

**Partner** means the other biological parent of the child, or the person who, at the date of the child's birth/the date the child is placed for adoption, is married to, the civil partner of, or the partner of the parent or the adopter (these definitions include same sex couples). This includes someone, who lives with the parent/adopter and the child in an enduring family relationship but who is not the parent's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew. You are not eligible if you started sharing responsibility for the child after it was born.

**Expected week of childbirth** means the week, starting on a Sunday, during which the expectant parent's doctor or midwife expects them to give birth.

**Shared Parental Leave (SPL)** defines a period of leave available to employees where their children are due to be born on or after 5 April 2015, or children who are placed for adoption on or after that date and will allow the parent/adopter to curtail their right to maternity/adoption leave to enable their partner (including same sex couples) to share time off work after their child is born or placed.

**Statutory Shared Parental Pay (ShPP)** refers to the statutory rate of pay that will be paid during the first 37 weeks of any agreed period of Shared Parental Leave.

**Continuous** period of leave refers to a single period of leave.

**Discontinuous** period of leave refers to two or more periods of leave with breaks between each period and where the employee returns to work.

**Curtail:** means to cut short or bring to an end (i.e. to curtail maternity/adoption leave)

### **3. SCOPE OF THIS SHARED PARENTAL LEAVE POLICY**

This policy applies in relation to employees of the School, whether they are the parent or the partner/spouse (including same sex couples).

If it is the parent/adopter who is employed by the School, their partner/spouse (including same sex couples) must submit any notifications to take shared parental leave set out in this policy to their own employer, which may have its own shared parental leave policy in place, if they want to take a period of shared parental leave.

Similarly, if it is the partner/spouse (including same sex couples) who is employed by the School, the parent/adopter must submit any notifications to take shared parental leave to their own employer.

The parent/adopter and the partner/spouse (including same sex couples) should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

All **eligible** employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to **some** Statutory Shared Parental Pay.

### **4. AMOUNT OF SHARED PARENTAL LEAVE AVAILABLE**

The amount of shared parental leave to which an individual is entitled will depend on when the parent/adopter brings their maternity/adoption leave period to an end and the amount of leave that the partner/spouse takes in respect of the child.

Shared parental leave must be taken in blocks of **at least one week**.

The employee can request to take shared parental leave in one continuous block (in which case the School is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the School's agreement).

**A maximum of three requests for leave per pregnancy/adoption can normally be made by the parent/adopter/partner/spouse.**

The first two weeks following the birth or the adoption placement is the compulsory maternity/adoption leave period and is reserved for the parent/adopter. This means that the parent/adopter **cannot** curtail their maternity/adoption leave to take shared parental leave until **two weeks after the birth/adoption**. The maximum number of weeks shared parental leave that the parent/adopter and their partner/spouse can take between them is therefore **50 weeks** (although it will normally be less than this because of the maternity that a parent/adopter usually takes before the birth/adoption).

The parent/adopter/partner/spouse can begin a period of shared parental leave from the third week after the child's birth/adoption. However, the partner/spouse should bear in mind that they are also entitled to take up to two weeks' ordinary paternity leave following the birth/adoption of their child, which they will lose if shared parental leave is taken first. The parent/adopter/partner/spouse must take any shared parental leave before the child's first birthday.

## **5. ELIGIBILITY FOR SHARED PARENTAL LEAVE**

For employees to be eligible to take shared parental leave, the parent/adopter/partner/spouse must meet certain eligibility requirements.

### **a) Parent/Adopter's eligibility for shared parental leave**

The parent/adopter is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth/ the date the child is placed for adoption and remains in continuous employment with the School until the week before any period of shared parental leave that they take;
- have, at the date of the child's birth/ the date the child is placed for adoption, the main responsibility, apart from the partner/spouse, for the care of the child;
- is entitled to statutory maternity/adoption leave in respect of the child; and
- complies with the relevant maternity/adoption leave curtailment requirements (or has returned to work before the end of statutory maternity/adoption leave), and shared parental leave notice and evidence requirements.

In addition, for the parent/adopter to be eligible for shared parental leave, the **partner/spouse** must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth/ the date the child is placed for adoption;
- have average weekly earnings of at least the lower earnings limit for any 13 of those 66 weeks; and

- have at the date of the child's birth / the date the child is placed for adoption, the main responsibility, apart from the parent/adopter, for the care of the child.

#### **b) Partner/Spouse's eligibility for shared parental leave**

The partner/spouse is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the School until the week before any period of shared parental leave that they take;
- have, at the date of the child's birth/ the date the child is placed for adoption, the main responsibility, apart from the parent/adopter, for the care of the child; and
- comply with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner/spouse to be eligible for shared parental leave, the **parent/adopter** must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth/ the date the child is placed for adoption;
- have average weekly earnings of at least the lower earnings limit for any 13 of those 66 weeks.
- have, at the date of the child's birth/the date the child is placed for adoption, the main responsibility, apart from the partner/spouse, for the care of the child;
- be entitled to statutory maternity/adoption leave, statutory maternity/adoption pay or maternity allowance in respect of the child; and
- comply with the relevant maternity/adoption leave or pay curtailment requirements (or have returned to work before the end of statutory maternity/adoption leave).

### **6. NOTICE REQUIREMENTS FOR SHARED PARENTAL LEAVE**

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity/adoption leave curtailment notice" from the parent/adopter setting out when they propose to end their maternity/adoption leave (unless the parent/adopter has already returned to work from maternity/adoption leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that they are requesting; and

- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that they are requesting.

The notice periods set out below are the **minimum required by law**. However, the earlier the employee informs the School of their intentions, the more likely it is that the School will be able to accommodate the employee's wishes, particularly if they want to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the parent/adopter could provide a maternity/adoption leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner/spouse could provide their notice of entitlement and intention and period of leave notice at the same time.

#### **a) Parent/Adopter's notice curtailing maternity/adoption leave**

Before the parent/adopter or partner/spouse can take shared parental leave, the parent/adopter must either return to work before the end of her maternity/adoption leave (by giving the required eight weeks' notice of their planned return) or provide their employer with a binding *maternity/adoption leave curtailment notice*.

The maternity/adoption leave curtailment notice must be in writing and state the date on which maternity/adoption leave is to end. That date must be:

- after the compulsory maternity/adoption leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the parent/adopter gave the maternity/adoption leave curtailment notice to their employer; and
- at least one week before what would be the end of the additional maternity/adoption leave period.

The partner/spouse can only take SPL while the parent/adopter is on maternity/adoption leave if the parent/adopter has given binding notice of when they will end it.

The parent/adopter must provide their maternity/adoption leave curtailment notice **at the same time** they provide either their notice of entitlement and intention or a declaration of consent and entitlement signed by the parent/adopter confirming that their partner/spouse has given their employer a notice of entitlement and intention (see Employee's notice of entitlement and intention below).

#### **b) Revocation of maternity/adoption leave curtailment notice**

The parent/adopter can withdraw their notice curtailing their maternity/adoption leave in limited circumstances. The withdrawal of a maternity/adoption leave curtailment notice **must be in writing** and can be given **only if the parent/adopter has not returned to work**.

The parent/adopter can withdraw their maternity/adoption leave curtailment notice if:

- it is discovered that neither the parent/adopter nor the partner/spouse are entitled to shared parental leave or statutory shared parental pay and the parent/adopter withdraws their maternity/adoption leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity/adoption leave curtailment notice was given before the birth of the child/ the date the child is placed for adoption and the parent/adopter withdraws their maternity/adoption leave curtailment notice within six weeks of the child's birth; or
- the partner/spouse has died.

### **c) Employee's notice of entitlement and intention**

The employee (whether the parent/adopter or the partner/spouse) must provide the School with a non-binding *notice of entitlement and intention*.

The employee's notice of entitlement and intention, which **must be in writing** and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the parent/adopter, the notice of entitlement and intention must set out:

- the parent/adopter's name;
- the partner/spouse's name;
- the start and end dates of any statutory maternity/adoption leave taken or to be taken by the parent/adopter;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the **parent/adopter**)/ the date the child is placed for adoption;
- how much shared parental leave the parent/adopter and partner/spouse each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The parent/adopter's notice of entitlement and intention **must** include a declaration signed by them that:

- they satisfy, or will satisfy, the eligibility requirements to take shared parental leave;

- the information they give in the notice of entitlement and intention is accurate; and
- they will immediately inform the School if they ceases to care for the child.

In addition, the parent/adopter's notice of entitlement and intention must include a declaration signed by their partner/spouse:

- specifying the partner/spouse's name, address, and national insurance number (or declaring that the partner/spouse does not have a national insurance number);
- declaring that the partner/spouse satisfies, or will satisfy, the conditions set out above (see parent/adopter's eligibility for shared parental leave);
- declaring that the partner/spouse is the other parent of the child, or is married to, the civil partner of, or the partner/spouse of, the parent/adopter;
- declaring that the partner/spouse consents to the amount of leave that the parent/adopter intends to take; and
- declaring that the partner/spouse consents to the parent/adopter's employer processing the information in the partner/spouse's declaration.

If the employee is the partner/spouse, the partner/spouse's notice of entitlement and intention must set out:

- the partner/spouse's name;
- the parent/adopter's name;
- the start and end dates of any periods of statutory maternity/adoption leave, statutory maternity/adoption pay or maternity allowance taken or to be taken by the parent/adopter;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner) / the date the child is placed for adoption
- how much shared parental leave the partner/spouse and parent/adopter each intend to take; and
- a non-binding indication as to when the partner/spouse intends to take shared parental leave (including the start and end dates for each period of leave).

The partner/spouse's notice of entitlement and intention must include a declaration signed by the partner/spouse that:

- they satisfy, or will satisfy, the eligibility requirements to take shared parental leave;



- the information given by the partner/spouse in the notice of entitlement and intention is accurate; and
- they will immediately inform the School if they cease to care for the child or if the parent/adopter informs them that they no longer meet the requirement to have curtailed their maternity/adoption leave or pay period.

In addition, the partner/spouse's notice of entitlement and intention must include a declaration signed by the parent/adopter:

- specifying the parent/adopter's name, address, and national insurance number (or declaring that the parent/adopter does not have a national insurance number);
- declaring that the parent/adopter satisfies, or will satisfy, the conditions set out above (see Partner/Spouse's eligibility for shared parental leave) and they will notify the partner/spouse if they no longer qualify for maternity/adoption leave, statutory maternity/adoption pay or maternity allowance;
- declaring that the parent/adopter consents to the amount of leave that the partner/spouse intends to take;
- declaring that they will immediately inform the employee if they no longer meet the requirement to have curtailed their maternity/adoption leave or pay period; and
- declaring that the parent/adopter consents to the partner/spouse's employer processing the information in the parent/adopter's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the parent/adopter or partner/spouse, the School can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice);
- name and address of the adoption agency, date you were matched with the child, the date the child will start to live with you; and
- the name and address of the other partner/spouse's employer (or a declaration that the partner/spouse's has no employer).

The employee has 14 days from the date of the request to send the School the required information.

## **7. VARIATION OR CANCELLATION OF NOTICE OF ENTITLEMENT AND INTENTION**

The employee can vary or cancel their proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that they provide the School with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the parent/adopter and the partner/spouse that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until they provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

## **8. EMPLOYEE'S PERIOD OF LEAVE NOTICE**

To take a period of shared parental leave, the employee must provide the School with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given **not less than eight weeks** before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

## **9. VARIATION OR CANCELLATION OF PERIOD OF LEAVE NOTICE**

The employee can vary or cancel their proposed shared parental leave dates following the submission of a period of leave notice, provided that they provide their employer with a **written notice not less than eight weeks** before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

## **10. LIMIT ON NUMBER OF REQUESTS FOR LEAVE**

The employee can provide a combined total of up to **three** “period of leave notices” or “variations of period of leave notices” per pregnancy/adoption, although the School may waive this limit in some circumstances.

## **11. CONTINUOUS PERIOD OF SHARED PARENTAL LEAVE**

If the employee submits a period of leave notice requesting one continuous period of leave, they will be entitled to take that period of leave.

## **12. DISCONTINUOUS PERIODS OF SHARED PARENTAL LEAVE**

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the parent/adopter and partner/spouse could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the School, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the School of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the School has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

## **13. AMOUNT OF SHARED PARENTAL PAY AVAILABLE**

Statutory shared parental pay is available for **eligible** parents/adopters/partners/spouses to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to them will depend on how much statutory maternity/adoption pay or maternity allowance the parent/adopter has been paid when their maternity/adoption leave or pay period ends.

A total of 39 weeks' statutory maternity/adoption pay or maternity allowance is available to the parent/adopter. As there is a compulsory maternity leave period of two weeks, this means that a parent/adopter who ends their maternity/adoption leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with their partner/spouse (although it will normally be less than this because of the maternity/adoption leave that the parent/adopter usually takes before the birth/adoption).

As the parent/adopter is required to be off work on maternity/adoption leave for at least the first 2 weeks after giving birth/adoption, the maximum amount of statutory shared parental pay is 37 weeks. **Parents can receive statutory shared parental pay at the same time as each other.** Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

**It is up to the parents/adopters/partners/spouses as to who is paid the statutory shared parental pay and how it is apportioned between them.**

#### **14. ELIGIBILITY FOR STATUTORY SHARED PARENTAL PAY**

For employees to be eligible for statutory shared parental pay, parents/adopters/partners/spouses must meet certain eligibility requirements.

##### **a) Parent/adopter's eligibility for statutory shared parental pay**

The parent/adopter is eligible for statutory shared parental pay if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth/ the date the child is placed for adoption and remains in continuous employment with the School until the week before any period of shared parental pay that they get;
- have normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth/ the date the child is placed for adoption of at least the lower earnings limit for national insurance contribution purposes;
- have, at the date of the child's birth/the date the child is placed for adoption, the main responsibility, apart from the partner/spouse, for the care of the child;
- is entitled to statutory maternity/adoption pay in respect of the child, but the maternity/adoption pay period has been reduced.
- is absent from work and intends to care for the child during each week in which they receive statutory shared parental pay; and

In addition, for the parent/adopter to be eligible for statutory shared parental pay, the **partner/spouse** must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth/ the date the child is placed for adoption
- have average weekly earnings of at least the lower earnings limit for national insurance contribution purposes for any 13 of those 66 weeks; and
- have at the date of the child's birth/ the date the child is placed for adoption, the main responsibility, apart from the parent/adopter, for the care of the child.

#### **b) Partner/spouse's eligibility for statutory shared parental pay**

The partner/spouse is eligible for statutory shared parental pay if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth/ the date the child is placed for adoption and remains in continuous employment with their employer until the week before any period of shared parental pay that they get
- have normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth/ the date the child is placed for adoption of at least the lower earnings limit for national insurance contribution purposes;
- have, at the date of the child's birth/ the date the child is placed for adoption, the main responsibility, apart from the parent/adopter, for the care of the child; and
- is absent from work and intends to care for the child during each week in which they receive statutory shared parental pay.

In addition, for the partner/spouse to be eligible, the parent/adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth/ the date the child is placed for adoption;
- have average weekly earnings of at least the lower earnings limit for national insurance contribution purposes for any 13 of those 66 weeks;
- have at the date of the child's birth/ the date the child is placed for adoption, the main responsibility, apart from the partner/spouse, for the care of the child; and
- be entitled to statutory maternity/adoption pay or maternity allowance in respect of the child, but the maternity/adoption pay period or maternity allowance period has been reduced.

### **15. RIGHTS DURING SHARED PARENTAL LEAVE**

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be made during any period where the employee is **receiving** pay. Pension contributions will be based on the actual pay the employee receives during this.

## **16. CONTACT DURING SHARED PARENTAL LEAVE**

The School reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the School (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of their shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days. This is in addition to KIT days under the maternity/adoption leave arrangements.

The School has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the School.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at your hourly payment rate.

## **17. RETURNING TO WORK FOLLOWING SHARED PARENTAL LEAVE**

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave, statutory paternity leave or statutory adoption leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity, paternity leave or adoption leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity or adoption leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the School to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for them.

## **18. DATA PROTECTION**

When managing an employee's shared parental leave and pay, the School processes personal data collected in accordance with the School's Data Protection Policy.

Data collected from the point at which an employee informs the School that they plan to take shared parental leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing their shared parental leave and pay.

Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the School's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the School's Disciplinary Procedure.

## **19. ADDITIONAL PROTECTIONS**

### **Redundancy Protections**

With effect from 6 April 2024, the Protection from Redundancy (Pregnancy and Family Leave) Act 2023 will expand protection to not only include pregnant employees and those on maternity or adoption leave but to **some** employees on shared parental leave.

If you take less than 6 weeks shared parental leave, the protection period will end at the end of the shared parental leave.

If you take more than 6 **continuous** weeks shared parental leave, the protection period will end 18 months following the child's date of birth if notified to employer before the end of maternity leave (or 18 months from the Expected Week of Childbirth if not notified). For adoptions, this is 18 months from the date of placement or the date of entry into Great Britain (if an overseas adoption).

This means that whilst you are on shared parental leave, through to 18 months after childbirth or adoption placement, you are entitled to be offered a suitable alternative vacancy (where there is one available) in preference to other employees at risk of redundancy.

This protection applies from the moment you notify your employer of your pregnancy or the beginning of the adoption leave (on or after 6 April 2024). This protection applies to maternity/adoption leave ending on or after 6 April 2024.

If you are faced with a potential redundancy situation, your employer must follow the Chapter 13 Restructuring, Reorganisation and Redundancy Policy for Schools. It is recommended that they contact the school's HR provider for further advice.

### **Redundancy Pay**

If you are made redundant during your shared parental leave period and you are in receipt of Statutory Shared Parental Pay (ShPP), you will continue to receive ShPP for the rest of the period. However, your entitlement to benefits under the employment contract, such as half pay, will cease on dismissal.

### **Fixed term contracts**

Fixed term contracts now include all temporary contracts of employment. The non-renewal of a fixed-term contract is classed as a dismissal and will have to be justified in the usual way. If your contract would have been renewed but wasn't because of

your shared parental leave, then it must be renewed by your employer. If not, the dismissal may be held to be for a pregnancy-related reason and will consequently be automatically unfair. It may also constitute sex discrimination.

However, there may be times when a contract would not have been renewed in any event. Such reasons are redundancy where the work you are doing comes to an end. The school is obliged to offer you an alternative role in the school where there is one available.