

SCOPE

This document establishes the Shared Parental Leave (Birth) Policy for Galliford Try Employment Limited. References in this policy to the ‘Company’ are to Galliford Try Employment Limited. References in this policy to ‘our people’ are to employees of Galliford Try Employment Limited.

PURPOSE

The Galliford Try Employment Limited Shared Parental Leave (Birth) Policy describes the rights of our employees to shared parental leave and pay in relation to the birth of a child. Shared parental leave (SPL) is a form of leave available to working parents following the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy.

The Galliford Try Employment Limited Shared Parental Leave (Birth) Policy will be brought to the attention of all our people. This Policy does not form part of our people’s contract of employment and may be amended by the Company from time to time. It will be reviewed annually.

GENERAL DATA PROTECTION REGULATION

Be aware that whenever we are collecting, using, retaining, transferring or disposing of any information about a person (“processing of personal data”) in connection with the subject matter of this policy we have numerous obligations under the General Data Protection Regulations (GDPR). Any failure to comply with GDPR can have serious results including breach of the person’s rights and financial penalties for the Company. You must not proceed with any processing of personal data unless you have first read and complied with the Group Data Protection Policy, reference HR-POL-004, which can be found on the HR policy page of Galileo. If you have any questions about GDPR compliance please contact the Group Chief Information Officer, the Head of Information Security and Compliance or Legal Services.

ABBREVIATIONS/DEFINITIONS

SPL	Shared Parental Leave
EWC	Expected Week of Childbirth
SMP	Statutory Maternity Pay
MA	Maternity Allowance
ShPP	Shared Parental Pay
KIT/SPLIT	Keeping in Touch/Shared Parental Leave in touch days – payments for any days worked will be at your standard basic rate salary and this is inclusive of any shared parental pay entitlement
Qualifying Week	The fifteenth week before the Expected Week of Childbirth
SPL Opt-In Notice	Confirms your intention to take SPL and must be submitted to the HR Administrators at least 8 weeks before the date you intend for your SPL to commence
Maternity Leave End Notice	Formal written confirmation by the mother that she intends to end her maternity leave. This must be returned at least 8 weeks before the date you intend for your SPL to commence
Booking Notice	Details the dates you intend to start and end your SPL dates, this may be a continuous block or as split periods of leave. This must be submitted at least 8 weeks prior to the date you intend to commence your SPL
Split Periods of Leave	SPL is interspersed by periods of work, up to three separate blocks may be requested

OUTPUTS

Reference No.	Document Title	Responsibility	Retention Period
HR-FRM-007	Shared Parental Leave Booking Notice form	Employee	7 Years
HR-FRM-008	Shared Parental Leave (Birth) Opt In form	Employee	7 Years

SHARED PARENTAL LEAVE (BIRTH) POLICY**1. Eligibility to take Shared Parental Leave (SPL)**

1.1 Following the birth of a child, you will be eligible to take SPL if you fall into one of the following three categories:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner);
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother)
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1.2 In order to be entitled to the leave the following two conditions must also be fulfilled:

- you must have at least 26 weeks' continuous employment with the Company by the end of the Qualifying Week, and must still be employed by the Company in the week before the leave is to start; and
- the other parent of the child with whom you are sharing SPL must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Expected Week of Childbirth (EWC) and had average weekly earnings of at least £30 during 13 of those weeks. The EWC is the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

2. How SPL fits with maternity and paternity leave

2.1 SPL is an optional scheme. If parents do not opt-in to the scheme the default position will be that on the birth of a child the mother (if employed) will be entitled to maternity leave.

2.2 If you are the child's father (or the mother's partner) you can take your two weeks' paternity leave before taking SPL. Please refer to Paternity Leave Policy for further information. Once you start SPL you will lose any untaken paternity leave entitlement.

2.3 If you are the child's father (or the mother's partner), you will only be able to take SPL once the mother has either:

- returned to work;
- given her employer notice to end her maternity leave;
- given her employer notice to end her Statutory Maternity Pay (if she is entitled to Statutory Maternity Pay but not maternity leave); or
- given notice to the benefits office to end her Maternity Allowance (MA) if she is not entitled to maternity leave or Statutory Maternity Pay

3. Timing and Duration of leave

3.1 You cannot commence SPL until after the mother has completed her 2 week compulsory maternity leave period (which lasts until 2 weeks after the birth of your child, or 4 weeks if the mother works in a factory or workshop).

3.2 After the compulsory maternity leave period, the total amount of SPL available to share between parents is 50 weeks (irrespective of how many children are born or expected as a result of the same pregnancy). This 50 week entitlement is reduced by any further period of maternity leave taken by the mother (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave). The amount of SPL available to parents where the mother works in a factory or workshop will be 48 weeks.

- 3.3 Both parents must agree between them the amount of SPL each will take. Neither parent can take SPL unless the other has signed a declaration giving their consent to the division of leave requested (see the Notification requirements below).
- 3.4 SPL can be taken at the same time by both parents, but each week taken concurrently by both parents will count as 2 weeks from the overall entitlement. SPL must be taken in multiples of complete weeks. Therefore, the minimum period of SPL which may be taken is 1 week. SPL may be taken in one continuous block of leave or you may wish to request split periods of leave (refer to sections 4 and 5 below).

SPL cannot be taken after your child's first birthday.

4. Notification requirements

- 4.1 If you wish to take SPL, you should inform your immediate manager as early as possible. In order to take SPL you (and the other parent of the child with whom you are sharing SPL) must give the necessary statutory notices and declarations using the forms provided. These are summarised below.

4.2 SPL Opt-in Notice

In order to take SPL you must complete an SPL Opt-in Notice available in the HR section of the BMS or from the HR Administrators. This must be returned to the HR Administrators at least 8 weeks before you intend to start SPL. In order to be entitled to take SPL you must complete all of the information requested on the form.

4.3 Maternity Leave End Notice

- 4.3.1 Before either parent can start a period of SPL, the child's mother must have given her employer notice in writing to end her maternity leave. If you are the child's mother you must do this by completing a Maternity Leave End Notice ('End Notice'), available in the HR section of the BMS or from the HR Administrators. This must be returned to the HR Hub at least 8 weeks before you want a period of SPL to start.

- 4.3.2 Please be aware that while you can give notice to end your maternity leave before or after you give birth, you cannot request to end your maternity leave until at least 2 weeks after the birth (4 weeks if you work in a factory or workshop) as outlined in section 3 above.

- 4.3.3 At the same time as you send in the End Notice, you must also complete and return an SPL Opt-in Notice (see above) or a written declaration that the child's father (or your partner) has given his/her employer notice to take SPL and that you have given the necessary declarations in that notice.

- 4.3.4 Other than in very limited circumstances, once you have submitted an End Notice you will be bound by your request to end your maternity leave and will not be able to re-start it. You can only withdraw an End Notice if your maternity leave has not yet ended and one of the following circumstances applies:

- you realise in the 8 weeks following submission of your End Notice that neither you nor the other parent are eligible for SPL or Shared Parental Pay (ShPP) (in which case you can revoke the End Notice in writing up to 8 weeks after it was given);
- in the event of the death of the other parent; or
- you gave the End Notice before giving birth and change your mind within 6 weeks of giving birth (in which case you can revoke the End Notice in writing up to 6 weeks after giving birth).

If you withdraw your End Notice in one of the first two circumstances, you will not have a further opportunity to opt into SPL at a later date.

4.4 **Booking Notice**

4.4.1 Once you have opted into the SPL system (by providing an SPL Opt-in Notice) you will need to tell us the start and end dates of your leave by providing a Booking Notice. This can be given at the same time as your SPL Opt-in Notice, or it can be given later. Your Booking Notice must be returned to the HR Administrators at least 8 weeks before you want a period of SPL to start. You must also state in your Booking Notice the dates on which you intend to claim ShPP, if applicable.

4.4.2 If your Booking Notice gives dates for a single continuous block of SPL you will automatically be entitled to take the leave set out in the notice. If you wish to request split periods of leave you should follow the 'Procedure for requesting split periods of SPL' below.

4.4.3 You can only submit up to 3 Booking Notices to book leave or vary a previously agreed pattern of leave. Once you have submitted 3 Booking Notices, you will not be able to request further periods of SPL or variations to agreed patterns of leave. In very exceptional circumstances we will consider additional requests.

4.5 **Evidence of Entitlement**

You must also provide on request:

- A copy of the birth certificate of the child in respect of whom SPL is requested (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- The name and address of the other parent's employer or a declaration that they have no employer, for example if they are self-employed.

5. **Procedure for requesting split periods of SPL**

5.1 If you request a single continuous block of leave this will automatically be approved. However, we recognise that some parents will want to split SPL into shorter periods with periods of work in between, and you can request to take up to 3 separate blocks of SPL (each of at least a week). If you make a request for split leave we will make a practical business assessment as to whether your request can be accommodated.

5.2 If you want to take split periods of SPL, we recommend you discuss this with your line manager as far as possible in advance of the date you want to start SPL and before submitting your formal Booking Notice.

5.3 In any event you must submit a Booking Notice setting out the requested pattern of SPL at least 8 weeks before you want the leave to start. Once you have submitted your Booking Notice, if we have not already reached agreement with you and are unable to agree to your request straight away, we will have a 2 week discussion period with you. During the discussion period we will reach one of the following conclusions: consent to the period(s) of leave requested; or to propose alternative dates for the period(s) of leave; or to turn down the period(s) of leave requested, without proposing alternative dates. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement at the end of the discussion period, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of 4 weeks each, you will be entitled to one continuous 12 week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original Booking notice was given), provided you tell us within 5 days of the end of the two-week discussion period; or
- withdraw your Booking Notice within 2 days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

6. Changing / Cancelling periods of SPL

6.1 You can cancel a period of leave by notifying us in writing at least 8 weeks before the start date in your Booking Notice.

You can change the dates for a period of leave by giving us at least 8 weeks' notice before the original start date and the new start date.

6.2 You do not need to give 8 weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than 8 weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

6.3 A notice to cancel or change a period of leave will count as one of your 3 Booking Notices, unless:

- the variation is a result of your child being born earlier or later than the EWC;
- the variation is at our request; or
- we agree otherwise.

7. Shared Parental Pay (ShPP)

7.1 Statutory ShPP of up to 37 weeks (less any weeks of statutory maternity pay or maternity allowance claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with us ending with the 15th week before EWC, and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

7.2 For information regarding the actual amount of ShPP you will receive, please refer to the HR Administrators.

8. Terms and conditions of employment

Your terms and conditions of employment remain in force during SPL, except for the terms relating to remuneration. In particular, if you are entitled to the following benefits, you will continue to receive these:

- Benefits in kind such as life insurance, payment of professional subscriptions, eligibility to participate in the Share Scheme, the Flexible Benefits Scheme and health insurance will continue; and
- You will continue to receive your car allowance or if you have a company car, you will retain your company car. If you have a fuel card, this will also be retained, though you will need to continue to comply with the reporting requirements and to pay for private fuel where this is due.

9. Holiday entitlement

During your period of absence on SPL you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. If a public holiday falls within your period of SPL, you will be given an additional day of annual leave in lieu of that day's public holiday.

We would encourage you to use your accrued leave immediately before starting SPL, during your unpaid leave period or before you return from your period of SPL. You should discuss your holiday plans with your line manager in good time before starting your SPL. Where you do not return to work following SPL you will be paid for any accrued but untaken holiday.

10. Pension

If you are a member of the pension scheme, your right to receive pension contributions from us continues throughout any period of paid SPL (i.e. up to 37 weeks if you are eligible for company or statutory ShPP). During this period, your employee contributions will also continue. The period during which you receive paid SPL also counts towards your pensionable service. Such entitlement does not continue during unpaid SPL unless your contract specifically provides otherwise.

If you return to work after a period of unpaid SPL, you will be given the opportunity to pay additional pension contributions to cover the weeks of unpaid SPL during which no contributions were made. If you make such contributions, we will pay employer contributions for this period. If you elect not to make contributions for the unpaid SPL period, a break in pensionable service will be applied. If you do not return to work after SPL, your leaving date for pension purposes will be the last date of your paid SPL or your date of resignation, if earlier. For further information and advice, please contact the pensions department.

11. **Your continuing obligations during SPL**

During any period of SPL your obligations to the Company under your contract of employment (with the exception of the requirement to work) will continue. In particular, please be aware that the following terms will continue:

- your obligations of good faith and loyalty to the Company;
- your obligation to give notice should you intend to end your employment with the Company;
- your obligations of confidentiality;
- the Company's rules covering the acceptance of gifts or other benefits; and
- prohibition on you carrying out other work.

12. **Keeping in touch**

12.1 You can attend work for up to 20 "keeping in touch" or "shared parental leave in touch" days (often called KIT/SPLIT days) during your SPL. These days can be used to keep you informed of developments within Company, to attend training or to plan and facilitate your return to work. This will not affect your ShPP and leave entitlements. Payments for any days worked will be at your standard basic rate salary and this will be inclusive of any shared parental pay entitlement. KIT days are optional and there is no obligation on you to undertake any work during SPL, nor any obligation on us to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

12.2 The Company is permitted to make reasonable contact with you from time to time during your SPL. We may choose to contact you to plan for your return to work or to let you know about workplace developments.

Please note that if you are the mother of the child, the 20 days of KIT days during SPL is in addition to the 10 days of KIT days you may have taken during maternity leave.

13. **Returning to work**

13.1 If you want to end a period of SPL early, you must give us 8 weeks' prior notice of the return date. It is helpful if you give this notice in writing.

If you want to extend your SPL you must submit a new Booking Notice at least 8 weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted 3 Booking Notices. If you are unable to request more SPL you may be able to request annual leave or parental leave, which will be considered subject to business need.

13.2 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of parental leave (under our Parental Leave Policy).

13.3 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

14. **Termination / Resignation**

If you decide not to return to work following your SPL, you should give us the required notice under your contract of employment. If you decide you do not wish to return at the end of SPL you will continue to be entitled to ShPP (if eligible) and SPL even though you are not coming back to work, however, you may be required to repay the enhanced Company payment.

15. **Redundancy during SPL**

In the event that your post is affected by a redundancy situation occurring during your SPL, we will write to inform you of any proposals and will invite you to a meeting before any final decision is reached as to your continued employment. In certain circumstances, employees on certain types of family related leave will be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

16. **Mentoring Support – Parent to Parent**

You will be invited to take part in the Company's mentoring support scheme for employees going on and returning from maternity leave or SPL. The aim of the scheme is to support parents by establishing a mentoring relationship with a working parent in our organisation. Through this relationship knowledge can be shared and experience passed on in terms of becoming a parent and balancing this responsibility with a career.

We will provide mentors with training in the appropriate skills to support you. We hope you will find taking part in the scheme useful, however it is not compulsory.

17. **Detrimental Treatment**

You have the right not to be subjected to detrimental treatment because you have sought to take or made use of the benefits of SPL. If you believe you are the victim of such treatment you should bring it to the attention of a member of the HR team as soon as possible.

18. **Useful Contacts**

HR Hub by telephone on 01455 231828 or by email to HR.Hub@gallifordtry.co.uk
Local HR contacts for advice and guidance