

## Model family leave and pay policy

**(incorporating maternity leave, maternity support (paternity) leave, adoption leave, shared parental leave, and parental leave)**

The following model policy can be used in the workplace to help support parents.

Please note that the text in square brackets***[…]*** indicates where you need to complete information specific to your workplace, or elseare notes for you to consider in relation to your negotiations.

For help in drafting and negotiating a family leave and pay agreement, contact your [regional organiser](https://www.unison.org.uk/regions/).

## Policy Statement

***[Name of employer]*** recognises that employees with parental responsibilities may find it difficult at times to balance inflexible work practices alongside caring responsibilities and it is our policy to support these employees.

***[Name of employer]*** recognises that parental responsibilities can be unpredictable, demanding and impact on the parent’s health and wellbeing, and we aim to provide as much support as is reasonably practicable for individuals.

***[Name of employer]*** is committed to developing a workplace culture that supports employees with parental and other caring responsibilities in order to help them balance their working and caring commitments, and continue to be effective in their job, in order to help us recruit and retain these employees.

***[Name of employer]*** will not treat any employee less favourably or dismiss them because they are pregnant, absent on maternity, maternity support (paternity), shared parental, adoption, surrogacy or parental leave, or for any other reason connected with family leave.

***[Name of employer]*** will not tolerate discrimination, victimisation or harassment on the basis of a person’s caring responsibilities or connected with pregnancy or maternity (including breastfeeding), and we aim to give working parents and carers the same recruitment and career opportunities.

This policy is part of ***[name of employer]***’s commitment to family friendly working, and it seeks to benefit the welfare of individual members of staff; retain valued employees; improve morale and performance and enhance the reputation of ***[name of employer]*** as an employer of choice.

## Scope of Policy

This policy applies to all staff who are employed at ***[name of employer]*** including part-time and temporary workers, regardless of hours worked or length of service ***[this could be negotiated in line with good practice employers where there is no qualifying period for leave and pay. Alternatively at least aim to keep this period of time short and no longer than any statutory period of qualification i.e. 26 weeks. Negotiate for at least maternity, adoption, maternity support (paternity) and shared parental leave and pay to require no qualifying period.]***

This policy is supported by and developed with the trade unions representing the employees.

**Maternity leave and pay** is available to you if you are a new mother, including if you are a birth mother who gives birth in a surrogacy arrangement.

**Adoption leave and pay** is available to you if you are the primary adopter of a child and adopt from the UK or a recognised overseas adoption agency. It is also available to you if you are a surrogate parent, the primary carer and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order, and also if you are fostering for adoption.

**Shared parental leave and pay** is available to you if you are the mother, a new-born’s father, the partner of an expectant mother at the time of the birth (or shortly after), the partner of the primary adopter, or the partner of the primary carer in a surrogacy arrangement and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order.

**Maternity support (paternity) leave and pay** is available to you if you are a new-born’s father, the partner or the nominated carer of an expectant mother at the time of the birth (or shortly after) or an individual who adopts, or the partner of the primary carer in a surrogacy arrangement and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order.

**Parental leave and pay *[if paid, if not this could be one of your priorities for negotiation]*** is available to you if you have a child under the age of 18 years.

Paid leave is available to you to attend appointments for **fertility treatment**. More details to be found in the **‘Paid leave for medical appointments policy’ at *[include a link or signpost to the appropriate policy].*** If you are sick as a result of the fertility treatment, then ***[name of employer]****’*snormal sickness policy applies. However any sickness related to fertility treatment will be noted separately and will not be used in relation to any disciplinary or capability procedures.

Carer’s leave and pay is available to you if you care, unpaid, for a friend or family member who due to illness, disability, a mental health problem or an addiction needs your help to live independently. More details can be found in the **‘Carer’s leave policy’ at *[include a link or signpost to the appropriate policy].***

Paid ***[if paid, if not this could be one of your priorities for negotiation]*** emergency leave is available to you to deal with unexpected issues at short notice relating to you or your family or someone you care for. More details to be found in the **‘Emergency leave policy’ at *[include a link or signpost to the appropriate policy].***

Paid ***[if paid, if not this could be one of your priorities for negotiation]*** compassionate leave is available to you if you have lost a member of your family or someone you care for. If you have lost a child under the age of 18, you are entitled to at least 2 weeks’ paid compassionate leave. ***[This reflects the Parental Bereavement entitlement where at least statutory pay will be due – although you could negotiate flexibility as to the length of leave and the pay given ideally at full pay rate.]***

Mothers who miscarry or experience pregnancy loss before the 24th week of pregnancy and their partners are also entitled to paid compassionate leave. More details to be found in the **‘Pregnancy loss leave policy’ at *[include a link or signpost to the appropriate policy. See also*** [***UNISON’s model pregnancy loss policy.]***](https://www.unison.org.uk/?attachment_id=356773)

Any sick leave related to miscarriage will be noted separately from other sickness absence and as pregnancy-related, and will not be used in relation to any disciplinary or capability procedures.

Mothers whose babies are stillborn after the 24th week of pregnancy still qualify for all maternity rights (see below).

## Responsibilities of managers – general principles

Line managers should ensure that all employees are aware of this policy and understand their own and the employer’s responsibilities. Training on issues affecting working parents and carers will be provided to all managers.

Line managers should encourage employees to disclose that they have parental and other caring responsibilities by initiating discussion around parents and carers’ issues and highlighting the support available.

Line managers (with the support of HR where requested) should discuss the support options available for employees who are parents and carers and encourage them to access the support offered.

Line managers should consider sympathetically all requests for support and will not discriminate against those employees who are parents and/or have caring responsibilities. All employees must be treated fairly and consistently. Employees need to be confident that they will not be treated less favourably if they take-up any support available to parents and carers.

***[Name of employer]*** will take seriously and investigate any complaints of discrimination, harassment or victimisation, using the agreed procedures and respecting confidentiality.

All requests for support for parents and carers must be dealt with confidentially and in accordance with the data protection policy.

Line managers will support employees in informing their colleagues about the situation if appropriate.

## Responsibilities of employees – general principles

Employees are encouraged to inform their manager as soon as they feel able if they are pregnant so that ***[name of employer]*** can take steps to protect their health and safety.

All employees are encouraged to inform their manager as soon as possible if they are currently or expectant parents or care for someone and need any support, so that they can best balance work and care commitments.

Employees should report any instances of harassment, victimisation or discrimination experienced because of their parental and caring responsibilities.

If an employee is found to have harassed, victimised or discriminated against another employee in relation to their parental and caring responsibilities, then they will be seen as having committed a disciplinary offence.

## Maternity leave and pay

All employees and workers, ***[this would be an ideal scenario that it is made available to workers as well as employees]*** regardless of length of service, who are new mothers, are entitled to up to 52 weeks’ maternity leave and pay. This also includes a birth mother who gives birth in a surrogacy arrangement.

It is a statutory requirement to take at least 2 weeks’ maternity leave after the birth of the child.

**Stillbirths and miscarriages:**

Mothers whose babies are stillborn after the 24th week of pregnancy still qualify for all maternity rights.

Mothers who miscarry before the 24th week of pregnancy (including those affected by ectopic and molar pregnancy) will be given **paid compassionate leave**. More details to be found in the **‘Pregnancy loss leave policy’ at *[include a link or signpost to the appropriate policy.*** [***See also UNISON’s model pregnancy loss policy***](https://www.unison.org.uk/?attachment_id=356773)***.]***

**Notice for when maternity leave will start:**

Employees and workers who are pregnant, by the end of the 15th week before the baby is due (or as soon as practically possible) must provide a copy of their Maternity Certificate (MAT B1) and following details in writing to their line manager:

* the expected date of birth of the baby,
* when they want their maternity leave to start (the earliest this can be is the 11th week before the baby is due),
* when they want their maternity pay to start.

***[Name of employer]***will confirm the date when the maternity leave will end within 28 days of this notification.

If employees and workers wish to change the date that their maternity leave and pay start on, they must give 28 days’ notice in writing to their manager. ***[You may wish to negotiate a shorter notice period for changing the start date.]***

If their baby is born before the planned date for their maternity leave to start, their leave will normally start on the actual date of birth of your baby.

**Babies who require neonatal care including premature babies :**

If their baby requires neonatal care or is born prematurely (more than 4 weeks early), their maternity leave will start once the baby has come home, and the employee or worker will be given **paid special leave** for the period between the birth and the start of maternity leave. More details to be found in the **‘Special leave policy’ at *[include a link or signpost to the appropriate policy].***

**Maternity pay entitlement:**

All employees and workers, regardless of length of service, are entitled to maternity pay ***[alternatively try to negotiate a shorter qualification period than the statutory period of 26 weeks]*** at the rate of 26 weeks at full pay and 26 weeks at half pay. ***[This rate of maternity pay may be aspirational, but negotiating an enhanced rate in line with good practice employers above the statutory minimum made available to workers as well as employees, should be a priority for all workplaces, and ideally covering all staff regardless of length of service. Particular care must be given when considering how maternity pay is calculated for term-time workers and those on annualised contracts.]***

Enhanced maternity pay will be offset against statutory maternity pay.

**Health and safety:**

The health and safety of employees and workers who are pregnant or new mothers and their babies is very important. The workplace risk assessment must consider any risks to female employees of childbearing age, to new and expectant mothers.

Once notified that an employee or worker is pregnant, breastfeeding or has given birth within the last six months, line managers will ensure that an individual workplace risk assessment is undertaken to see if any new risks have arisen. Further individual risk assessments will be undertaken as the pregnancy progresses and when the worker returns to work after maternity leave.

Line managers will ensure that rest facilities are provided and make appropriate changes to the employee’s working patterns if necessary.

**Multiple births**

Where there is a multiple birth, **paid special leave** may be considered in addition to maternity leave entitlements, in order to best support the health and wellbeing of the mother and babies. More details to be found in the **‘Special leave policy’ at *[include a link or signpost to the appropriate policy].***

**Antenatal care and classes:**

All employees and workers are entitled to reasonable paid time off during working hours for antenatal care, including travelling time. This includes medical appointments, as well as relaxation and parenting classes on the recommendation of a doctor, registered health visitor or registered midwife.

After their first appointment, their manager may ask employees or workers to produce an appointment card to confirm their arrangements.

A partner of a pregnant woman (the baby’s father or the mother’s spouse, civil partner, or partner in an enduring relationship, or the parents of a child in a qualifying surrogacy arrangement) is also entitled to paid time off to attend antenatal appointments.

**Sickness during pregnancy or maternity leave:**

If employees and workers are sick during pregnancy, ***[name of employer]***’s normal sickness policy applies. However any sickness related to pregnancy including miscarriage will be noted separately and will not be used in relation to any disciplinary or capability procedures.

You do not automatically have to start your maternity leave because you are sick. ***[This could be negotiated in line with good practice employers where employees are not forced to start their maternity leave and pay. Alternatively, try to negotiate that they can at least take a few days off sick within the four weeks before their maternity leave is due to start, without triggering the start day earlier.]***

If the employee or worker is sick during maternity leave, they are not entitled to sick pay but will continue to receive maternity pay.

If the employee or worker is sick once they have ended their maternity leave and they have returned to work, then ***[name of employer]***’snormal sickness policy applies.

**Redundancy during pregnancy or during maternity leave or on return to work:**

If an employee’s job is made redundant during their pregnancy (once they have informed their employer), during their maternity leave or within 18 months after the birth, they will be entitled to a similar job on no less favourable terms and conditions, if one is available.

The employee will be given priority over other employees if the vacancy is suitable, without having to go through a competitive process such as a competitive interview.  Otherwise, the normal redundancy policy applies.

If an employee’s job is made redundant during pregnancy loss leave, or during their maternity leave until 18 months after a stillbirth occurred, they will be entitled to a similar job on no less favourable terms and conditions, if one is available.

The employee will be given priority over other employees if the vacancy is suitable, without having to go through a competitive process such as a competitive interview.  Otherwise, the normal redundancy policy applies.

***[From April 2024, employee’s who miscarry are statutory entitled to redundancy protection for two weeks after the pregnancy ends. The above terms reflect*** [***UNISON’s model pregnancy loss policy***](https://www.unison.org.uk/?attachment_id=356773)***.]***

**Other employee rights during maternity leave:**

Continuity of employment is preserved during all of maternity leave, and, except for pay, employees are entitled to the benefit of their normal terms and conditions during maternity leave.

They will retain use of any company car which they normally have access to; they will retain continuity of service for any profit-related pay; they will be entitled to any pay rises awarded whilst they are on leave; holiday entitlement including public holidays will continue to accrue during this period. If an employee cannot take all their annual leave during the leave year because they are on maternity leave, they can carry it over to the next leave year. ***[You may need to negotiate the entitlement to carry over contractual as well as statutory annual leave entitlement. Care must be taken in particular in relation to term-time workers and those on annualised contracts in calculating their entitlement.]***

When an employee is on maternity leave, they will pay pension contributions based on the actual pay they receive, but receive credit as if they paid contributions based on their normal pay. If necessary,***[name of employer*]** will increase its pension contributions to cover any shortfall.

***[You may need to negotiate that employees on Additional Maternity Leave (from week 27 of their maternity leave period) benefit from all the same terms and conditions of service as those on Ordinary Maternity Leave, including company car, medical insurance etc. as listed above and as relevant to your workplace.]***

**Staying in contact and keeping in touch days:**

***[Name of employer]*** will send employees and workers copies of any organisation newsletters or e-bulletins whilst they are on maternity leave, and keep them informed of any changes and development opportunities.

Managers may make reasonable contact with employees and workers during their time off on maternity leave, for example to notify them about team development or job opportunities, or to discuss their return to work. Managers will discuss arrangements for staying in contact with employees and workers before the start of their maternity leave.

In addition employees can request, entirely at their own discretion but with the agreement of their manager, to carry out up to 10 days’ work or attendance at meetings or training during their maternity leave without bringing it to an end or jeopardising the right to maternity pay. These will be called ‘Keeping in Touch Days’. Employees will be paid equivalent to their full pay for Keeping in Touch Days worked offset against any statutory or contractual maternity pay made for the same day. ***[This full pay rate rather than just maternity pay will need to be negotiated.]***

**Returning to work:**

Employees and workers who intend to return to work early, before the end of their full maternity leave (including Additional Maternity Leave), need to notify***[name of employer]***. There is 7 days’ notice for employees and workers returning before the end of Ordinary Maternity Leave (the first 26 weeks), or 21 days’ notice for employees returning before the end of Additional Maternity Leave (the additional 26 weeks). ***[This will need to be negotiated down from the statutory notice period of eight weeks’ notice to return early.]***

Employees and workers who do not intend to return to work after maternity leave need to give notice of their resignation in the normal way. Their maternity pay will be unaffected. Please give***[name of employer]***as much notice as possible.

**Employee rights on return to work:**

Employees are entitled to return to the same job at the end of maternity leave. However if this is not reasonably practicable for employees on Additional Maternity Leave (i.e. up to a further 26 weeks’ leave after Ordinary Maternity Leave) then they are entitled to return to another suitable and appropriate alternative job.

Employees who return to work after taking Additional Maternity Leave, will receive a re-induction programme. They are entitled to phase their return to work over 4 weeks and vary their start and finish times to accommodate childcare responsibilities for the first 6 months. ***[This sort of support when returning could be negotiated and these are examples of some good practice.]***

***[Optional suggested inclusion]*** Women returning from maternity leave will receive a returner’s bonus of £ ***[amount]***or equivalent to ***[number]***weeks full pay, ***[amount to be negotiated but it needs to be substantial to be a positive incentive]*** which is repayable if you leave within 6 months. ***[This might be one approach to encourage employees on maternity leave to return to work rather than penalise those who do not return].***

**Breastfeeding:**

***[Name of employer]*** will provide facilities to enable employees and workers returning from maternity leave to breastfeed their child including providing facilities for storing milk in a fridge, and support adaptations to their working pattern to allow this. Time that employees and workers spend breastfeeding or expressing milk will be paid. More details to be found in the **‘Breastfeeding policy’ at *[include a link or signpost to the appropriate policy].***

## Adoption leave and pay

All employees and workers, ***[this would be an ideal scenario that it is made available to workers as well as employees]*** regardless of length of service, who are the primary adopter of a child and who adopt from the UK or a recognised overseas adoption agency and have obtained a certificate of adoption are entitled to up to 52 weeks’ adoption leave and pay.

Adoption leave and pay is also available to employees and workers if they are a surrogate parent and primary carer, and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order, as well as to employees and workers fostering for adoption.

Only one adopting parent in a couple can take adoption leave.

***[Ideally*** [***kinship carers***](#_Kinship_leave) ***would also be eligible to paid leave on a par with adoption leave and pay. An example kinship care leave policy is available from the charity ‘Kinship’ at*** [***https://kinship.org.uk/wp-content/uploads/Kinship-Care-Leave-Policy.pdf***](https://kinship.org.uk/wp-content/uploads/Kinship-Care-Leave-Policy.pdf) ***]***

**Notice for when adoption leave will start:**

In normal circumstances, employees and workers must give written notice as to when they plan to take statutory adoption leave, within seven days of being matched with a child or as soon as possible if seven days is not reasonably practicable, providing the following details in writing to their line manager:

* confirmation that they have been matched
* the date when the child is to be placed with them
* when they want their adoption leave to start (the earliest this can be is 14 days before the date when the child is expected to start living with them)
* when they want their adoption pay to start.

***[Name of employer]*** may ask for evidence of the adoption such as the ‘matching certificate’ (or the ‘official notification’ i.e. permission from a UK authority that you can adopt from abroad) and will confirm the date when the adoption leave will end within 28 days of this notification.

If employees and workers wish to change the date that their adoption leave and pay start on, they must give 28 days’ notice in writing to their manager. ***[You may wish to negotiate a shorter notice period for changing the start date.]***

**Adoption pay entitlement:**

All employees and workers, regardless of length of service, are entitled to adoption pay ***[alternatively try to negotiate a shorter qualification period than the statutory period of 26 weeks]*** at the rate of 26 weeks at full pay and 26 weeks at half pay. ***[This rate of adoption pay may be aspirational, but negotiating an enhanced rate in line with good practice employers above the statutory minimum and in line with maternity pay, available to workers as well as employees, should be a priority for all workplaces, and ideally covering all staff regardless of length of service. Particular care must be given when considering how adoption pay is calculated for term-time workers and those on annualised contracts.]***

Enhanced adoption pay will be offset against statutory adoption pay.

**Pre-adoption appointments:**

All employees and workers are entitled to reasonable paid time off during working hours for pre-adoption appointments with social workers and other agencies, including travelling time.

The partner of the primary adopter is also entitled to paid time off to attend adoption appointments.

**Sickness during adoption leave:**

If employees or workers are sick during adoption leave, they are not entitled to sick pay but will continue to receive adoption pay.

If employees or workers are sick once they have ended their adoption leave and they have returned to work, then ***[name of employer]***’snormal sickness policy applies.

**Redundancy during adoption leave or on return to work:**

If an employee’s job is made redundant during their adoption leave or within 18

months of the date of placement, they will be entitled to a similar job on no less

favourable terms and conditions, if one is available.

The employee will be given priority over other employees if the vacancy is suitable, without having to go through a competitive process such as a competitive interview.  Otherwise, the normal redundancy policy applies.

**Other employee rights during adoption leave:**

Continuity of employment is preserved during all of adoption leave, and, except for pay, employees are entitled to the benefit of their normal terms and conditions during adoption leave.

They will retain use of any company car which they normally have access to; they will retain continuity of service for any profit-related pay; they will be entitled to any pay rises awarded whilst they are on leave; and holiday entitlement including public holidays will continue to accrue during this period. If an employee cannot take all their annual leave during the leave year because they are on adoption leave, they can carry it over to the next leave year. ***[You may need to negotiate the entitlement to carry over contractual as well as statutory annual leave entitlement. Care must be taken in particular in relation to term-time workers and those on annualised contracts in calculating their entitlement.]***

When an employee is on adoption leave, they will pay pension contributions based on the actual pay they receive, but receive credit as if they paid contributions based on their normal pay. If necessary*,* ***[name of employer]*** will increase its pension contributions to cover any shortfall.

***[As with maternity leave, you may need to negotiate that employees on Additional Adoption Leave (from week 27 of their adoption leave period) benefit from all the same terms and conditions of service as those on Ordinary Adoption Leave, including company car, medical insurance etc. as listed above and as relevant to your workplace.]***

**Staying in contact and keeping in touch days:**

***[Name of employer]*** will send employees and workers copies of any organisation newsletters or e-bulletins whilst they are on adoption leave, and keep them informed of any changes and development opportunities.

Managers may make reasonable contact with employees and workers during their time off on adoption leave, for example to notify them about team development or job opportunities, or to discuss their return to work. Managers will discuss arrangements for staying in contact with employees and workers before the start of their adoption leave.

In addition employees can request, entirely at their own discretion but with the agreement of their manager, to carry out up to 10 days’ work or attendance at meetings or training during their adoption leave without bringing it to an end or jeopardising the right to adoption pay. These will be called ‘Keeping in Touch Days’. Employees will be paid equivalent to their full pay for Keeping in Touch Days worked offset against any statutory or contractual adoption pay made for the same day. ***[This full pay rate rather than just adoption pay will need to be negotiated.]***

**Returning to work:**

Employees and workers who intend to return to work early, before the end of their full adoption leave (including Additional Adoption Leave), need to notify ***[name of employer]****.* There is 7 days’ notice for employees and workers returning before the end of Ordinary Adoption Leave (the first 26 weeks), or 21 days’ notice for employees and workers returning before the end of Additional Adoption Leave (the additional 26 weeks). ***[This will need to be negotiated down from the statutory notice period of eight weeks’ notice to return early.]***

Employees and workers who do not intend to return to work after adoption leave need to give notice of their resignation in the normal way. Their adoption pay will be unaffected. Please give ***[name of employer]***as much notice as possible.

**Employee rights on return to work:**

Employees are entitled to return to the same job at the end of adoption leave. However if this is not reasonably practicable for employees on Additional Adoption Leave (i.e. up to a further 26 weeks’ leave after Ordinary Adoption Leave) then they are entitled to return to another suitable and appropriate alternative job.

Employees who return to work after taking Additional Adoption Leave, will receive a re-induction programme. They are entitled to phase their return to work over 4 weeks and vary their start and finish times to accommodate childcare responsibilities for the first 6 months. ***[This sort of support when returning could be negotiated and these are examples of some good practice.]***

***[Optional suggested inclusion]*** Primary adopters returning from adoption leave will receive a returner’s bonus £ ***[amount]*** or equivalent to ***[number]***weeks, ***[amount to be negotiated but it needs to be substantial to be a positive incentive]*** which is repayable if you leave within 6 months. ***[This might be one approach to encourage employees on adoption leave to return to work rather than penalise those who do not return].***

## Shared parental leave and pay

All employees and workers, ***[this would be an ideal scenario that it is made available to workers as well as employees]*** regardless of length of service, who are the mother, a new-born’s father, the partner of an expectant mother at the time of the birth (or shortly after) or the partner of the primary adopter, or the partner of the primary carer in a surrogacy arrangement and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order, are entitled to up to 50 weeks’ shared parental leave and pay. ***[This would be an ideal scenario that it is made available to workers as well as employees and that there is no length of service for eligibility, but alternative qualifying periods could be negotiated, shorter than the statutory period of 26 weeks and regardless of the average weekly earnings of the partner or ‘secondary adopter’.]***

Shared parental leave can take place at the same time as the mother or primary adopter is on maternity or adoption leave so that both parents can be off work together. It is up to the mother or primary adopter to decide whether they wish to continue on maternity leave or opt to take shared parental leave.

Shared parental leave can start on any day of the week but can only be taken in complete weeks. It can be for one continuous period of time or split up into a maximum of three separate chunks of time or ‘discontinuous’ leave. ***[You may wish to negotiate with the employer for potentially more than three blocks of leave and that notifications to cancel or vary booked shared parental leave are not included within the three notifications. You may also wish to include the possibility of part-weeks so as to increase flexibility for the worker.]***

***[Name of employer]*** has the right to refuse to agree to the ‘discontinuous’ periods of shared parental leave, although there must be a 14 day discussion period following any refusal. ***[The ideal scenario would be that ‘discontinuous’ leave is always acceptable and this could be negotiated with the employer, or at least to be clear about why it may be refused.]***

If there is no agreement, the employee is still entitled to take shared parental leave in a continuous block.

**Notice for when shared parental leave will start:**

Employees or workers on maternity or adoption leave who decide to opt for shared parental leave will be required to end their maternity or adoption leave in line with the amount of shared parental leave to be used, and should give notice for their early return to work as stated under ‘Maternity leave and pay’ and ‘Adoption leave and pay’ above.

Employees or workers who are the partner or ‘secondary adopter’ must give 8 weeks’ notice as to when they plan to take it. ***[You may wish to negotiate a shorter notice period for the start date.]*** If the baby is born before their expected due date, employees or workers must give notice of shared parental leave or to vary leave already booked as soon as is reasonably practicable and this will not count as one of the three notifications. ***[Amend this should you have negotiated the possibility of more than three notifications.]***

This notice must be signed by both parents and state the mother or primary adopter’s entitlement to leave as well as how much leave each parent intends to take and when. The mother or primary adopter should also confirm in writing that they agree to the shared parental leave.

The earliest shared parental leave can start is after 2 weeks’ compulsory maternity leave following the birth of the child has been taken by the mother, or after 2 weeks’ adoption leave has been taken by the primary adopter.

**Shared parental pay entitlement:**

All employees and workers, regardless of length of service, are entitled to shared parental pay ***[alternatively try to negotiate a shorter qualification period than the statutory period of 26 weeks]*** at the rate of 26 weeks at full pay and 24 weeks at half pay. ***[This rate of shared parental pay may be aspirational, but negotiating an enhanced rate in line with good practice employers above the statutory minimum, mirroring that available to maternity entitlement would be a priority for all workplaces, and ideally covering all staff regardless of length of service. Particular care must be given when considering how shared parental pay is calculated for term-time workers and those on annualised contracts.]***

Enhanced shared parental pay will be offset against statutory shared parental pay.

**Sickness during shared parental leave:**

If the employees and workers are sick during shared parental leave, they are not entitled to sick pay but will continue to receive shared parental pay.

If the employees and workers are sick once they have ended their shared parental leave and they have returned to work, then ***[name of employer]***’snormal sickness policy applies.

**Redundancy during shared parental leave or on return to work:**

If an employee’s job is made redundant during their shared parental leave or within 18 months after the birth, they will be entitled to a similar job on no less favourable terms and conditions, if one is available.

The employee will be given priority over other employees if the vacancy is suitable, without having to go through a competitive process such as a competitive interview.  Otherwise, the normal redundancy policy applies.

**Other employee rights during shared parental leave:**

Continuity of employment is preserved during all of shared parental leave, and, except for pay, employees are entitled to the benefit of their normal terms and conditions during shared parental leave.

They will retain use of any company car which they normally have access to; they will retain continuity of service for any profit-related pay; they will be entitled to any pay rises awarded whilst they are on leave; and holiday entitlement including public holidays will continue to accrue during this period. If an employee cannot take all their annual leave during the leave year because they are on shared parental leave, they can carry it over to the next leave year. ***[You may need to negotiate the entitlement to carry over contractual as well as statutory annual leave entitlement. Care must be taken in particular in relation to term-time workers and those on annualised contracts in calculating their entitlement.]***

When an employee is on shared parental leave, they will pay pension contributions based on the actual pay they receive, but receive credit as if they paid contributions based on their normal pay. If necessary, ***[name of employer]*** will increase its pension contributions to cover any shortfall.

***[As with maternity and adoption leave, you may need to negotiate that employees from week 27 of their shared parental leave period benefit from all the same terms and conditions of service as those on weeks 1 to 26, including company car, medical insurance etc. as listed above and as relevant to your workplace.]***

**Staying in contact and keeping in touch days:**

***[Name of employer]*** will send employees and workers copies of any organisation newsletters or e-bulletins whilst they are on shared parental leave, and keep them informed of any changes and development opportunities.

Managers may make reasonable contact with employees and workers during their time off on shared parental leave, for example to notify them about team development or job opportunities, or to discuss their return to work. Managers will discuss arrangements for staying in contact with employees and workers before the start of their shared parental leave.

In addition employees can request, entirely at their own discretion but with the agreement of their manager, to carry out up to 20 days’ (shared between the mother or ‘primary’ adopter, and the partner or ‘secondary’ adopter) work or attendance at meetings or training during their shared parental leave without bringing it to an end or jeopardising the right to shared parental pay. These will be called ‘Shared Parental Leave in Touch (SPLIT)’ days. Employees will be paid equivalent to their full pay for SPLIT days worked offset against any statutory or contractual shared parental pay made for the same day. ***[This full pay rate rather than just shared parental pay will need to be negotiated.]***

**Returning to work:**

Employees and workers who need to vary or cancel a period of shared parental leave, need to notify ***[name of employer]*** and give 21 days’ notice. ***[This will need to be negotiated down from the statutory notice period of eight weeks’ notice to vary or cancel booked shared parental leave. You may also wish to negotiate an agreement that any notification to cancel or vary booked shared parental leave does not count towards the total three notifications provided under statutory entitlement, unless you have already negotiated the possibility of additional blocks of discontinuous leave.]***

Employees and workers who do not intend to return to work after shared parental leave need to give notice of their resignation in the normal way. Their shared parental pay will be unaffected. Please give ***[name of employer]*** as much notice as possible.

**Employee rights on return to work:**

Employees are entitled to return to the same job at the end of shared parental leave. However if this is not reasonably practicable for employees where the amount of shared parental leave is more than 26 weeks, then they are entitled to return to another suitable and appropriate alternative job.

Employees who return to work after taking more than 26 weeks shared parental leave, will receive a re-induction programme. They are entitled to phase their return to work over 4 weeks and vary their start and finish times to accommodate childcare responsibilities for the first 6 months. ***[This sort of support when returning could be negotiated and these are examples of some good practice.]***

## Maternity support (paternity) leave and pay

All employees and workers, regardless of length of service, who are a new-born’s father, the partner or the nominated carer of an expectant mother at the time of the birth (or shortly after) or of an individual who adopts, or the partner of the primary carer in a surrogacy arrangement and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order, are entitled to up to 10 days’ leave and pay. ***[This would be an ideal scenario that it is made available to workers as well as employees and that there is no length of service for eligibility but alternative qualifying periods could be negotiated, shorter than the statutory period of 26 weeks by the 15th week before the expected week of childbirth, and regardless of average weekly earnings.***

***In addition, you may wish to negotiate more flexibility in how the leave is taken, rather than as the statutory 2 consecutive weeks or single weeks (from 6 April 2024) – with part-weeks or days.***

***You may also want to negotiate the possibility of extending the period of paid leave beyond two weeks, as an alternative for those who do not want to take-up shared parental leave.]***

**Stillbirths and miscarriages:**

Fathers, partners or nominated carers of expectant mothers at the time of the birth (or shortly after), or partners of the primary carers in surrogacy arrangements and have acquired or intend to acquire legal parenthood for the child and have parental responsibility through a parental order but whose babies are stillborn after the 24th week of pregnancy still qualify for all maternity support (paternity) rights.

If the baby is miscarried before the 24th week of pregnancy, fathers, partners or nominated carers will be given **paid compassionate leave**. More details to be found in the **‘Pregnancy loss leave policy’ at *[include a link or signpost to the appropriate policy. See also*** [***UNISON’s model pregnancy loss policy***](https://www.unison.org.uk/?attachment_id=356773)***.]***

**Notice for when maternity support leave will start:**

Employees and workers must give 28 days’ notice of their intention to take maternity support leave ***[the statutory notice period as from 6 April 2024]*** (or as soon as practically possible) and must provide the following details in writing to their line manager using the self-certificate:

* the expected date of birth of the baby,
* when they want their maternity support leave to start (the earliest this can be is from the date of the child’s birth and the latest this can be is one year after the birth) ***[ideally try to negotiate that the latest is extended beyond one year after the birth, but this will be a statutory entitlement from 6 April 2024 and policies will need to be updated]***
* when you want your maternity support pay to start
* whether you want to take one or two consecutive weeks’ maternity support leave ***[or non-consecutive weeks or part-weeks or days as appropriate and as negotiated in your workplace.]***

If employees and workers wish to change the date that their maternity support leave and pay start on, they must give 7 days’ notice in writing to their manager. ***[You may need to negotiate this shorter notice period for changing the start date.]***

**Babies who require neonatal care including premature babies and multiple births:**

If their baby requires neonatal care or is born prematurely (more than 4 weeks early), or where there is a multiple birth, **paid special leave** may be considered in addition to maternity support leave entitlements, in order to best support the health and wellbeing of the mother and baby. More details to be found in the **‘Special leave policy’ at *[include a link or signpost to the appropriate policy].***

**Maternity support pay entitlement:**

All employees and workers, regardless of length of service, are entitled to maternity support pay ***[alternatively try to negotiate a shorter qualification period than the statutory period of 26 weeks]*** at full pay. ***[This rate of maternity support (paternity) pay may be aspirational, but negotiating an enhanced rate in line with good practice employers above the statutory minimum should be a priority for all workplaces, and ideally for all staff regardless of length of service. Particular care must be given when considering how maternity support pay is calculated for term-time workers and those on annualised contracts.]***

Enhanced maternity support pay will be offset against statutory paternity pay.

**Antenatal care and classes:**

The partner of a pregnant woman, and a person entering into a surrogacy arrangement who has acquired or intends to acquire legal parenthood for the child and have parental responsibility through a parental order, are entitled to reasonable paid time off during working hours to attend antenatal appointments.

The partner of the primary adopter is entitled to reasonable paid time off during working hours to attend pre-adoption appointments.

**Employee rights during maternity support leave:**

Continuity of employment is preserved during all maternity support leave, and, except for pay, employees are entitled to the benefit of their normal terms and conditions during maternity support leave.

They will retain use of any company car which they normally have access to; they will retain continuity of service for any profit-related pay; they will be entitled to any pay rises awarded whilst they are on leave; and holiday entitlement including public holidays will continue to accrue during this period.

When an employee is on maternity support leave, they will pay pension contributions based on the actual pay they receive, but receive credit as if they paid contributions based on their normal pay. If necessary, ***[name of employer]*** will increase its pension contributions to cover any shortfall.

***[Name of employer]***will send employees and workers copies of any organisation newsletters or e-bulletins whilst they are on maternity support leave, and keep them informed of any changes and development opportunities.

**Employee rights on return to work:**

Employees are entitled to return to the same job at the end of maternity support leave.

## Parental leave and pay

All employees and workers, regardless of length of service, who have parental responsibility for a child can take-up to 18 weeks’ paid parental leave for each child born or adopted who is under the age of 18.

***[This would be an ideal scenario that it is made available to workers as well as employees and that there is no length of service for eligibility but alternative qualifying periods could be negotiated, shorter than the statutory period of one year. ]***

Parental leave may be taken:

* as a single block of up to 18 weeks
* as a number of shorter periods of a minimum of half a day
* in patterns that provide a part time or reduced hours working arrangement for a period of time equivalent to taking 18 weeks’ leave as a single block.

***[This example above of how parental leave can be taken is agreed in the national NJC local government Model Parental Leave Scheme. You may wish to negotiate similar flexibility in how the leave is taken rather than just in blocks of weeks, so including part-days, individual days and longer periods than the maximum block of four weeks in any one year under statutory entitlement (unless the child is disabled). Alternatively it could mirror annual leave arrangements.]***

**Notice for when parental leave will start:**

Employees and workers must give notice of at least 21 days before the intended start date for leave. ***[You may wish to negotiate a shorter notice period. Often it may not be practical for a parent to give this amount of notice, particularly if it is only for a day or two’s leave. 5 days’ notice might be more realistic for workers. Alternatively you could seek a provision that the employer or line manager will give sympathetic consideration to requests for parental leave without full notice.]***

**Pay during parental leave:**

All employees and workers, regardless of length of service, are entitled to their full pay during parental leave. ***[Paid parental leave throughout the 18 weeks may be aspirational, but negotiating at least some weeks – for example 4 weeks of full pay per year in line with good practice employers such NHS Scotland-Agenda for Change – should be a priority for all workplaces, and ideally for all staff regardless of length of service.]***

## Other support for working parents

1. Flexible working (including options for flexitime, compressed hours, homeworking, job-sharing, part-time working, term-time working, annualised hours, shift-swapping, voluntary reduced time, set shift pattern ***[amend as appropriate]***) – more details to be found in the **‘Flexible working policy and procedure’** at ***[include a link or signpost to the appropriate policy].***
2. **Unpaid extended parental leave *[this could be negotiated so ideally not entirely unpaid, perhaps in line with any long-term sickness absence pay with a provision for periods of reduced pay before being completely unpaid or if unpaid in line with any specified periods of sabbatical offered to staff]* –** where the leave requested by an employee with parental responsibilities is for an extended period, such as when the child is recovering from a serious illness or is terminally ill, additional unpaid leave up to a period of 6 ***[or more as negotiated]*** months in totalwill be provided.

Any situation where an employee requires more than 6 months off will be considered sympathetically and practical, feasible alternatives considered, such as flexible hours and/or working at home.

Members of staff wishing to apply for extended parental leave should apply in writing to their line manager in the first instance with full reasons for the request and length of anticipated absence. Any difficult to resolve situations should be referred to the HR department for advice and support.

***[Name of employer]*** will provide temporary staff cover wherever possible, where there is a lengthy absence due to caring responsibilities.

1. **Other arrangements** – the needs of employees with parental responsibilities may be very simple and may not require time out of the workplace, but may require other arrangements, such as (but not limited to):
2. the need to leave work on time
3. the need to have access to a telephone during the day in a private space
4. information made widely available including on the staff intranet of external sources of support.

Confidential support is available for individual employees from the **employee assistance programme** and this may include counselling if appropriate, in addition to practical information and advice. ***[include a link or signpost to further information.]***

## Trade union involvement

Consultation will take place with the recognised trade union on the implementation, development, monitoring and review of this policy.

Union reps will be given training equal to that of managers and supervisors and sufficient time to carry out their duties.

## Review and monitoring

***[Name of employer]*** will ensure that all new employees, supervisors and managers will receive induction on the policy.

Adequate resources will be made available to fulfil the aims of this policy. The policy will be widely promoted, and copies will be freely available and displayed in ***[name of employer]*’s** offices and through the staff intranet ***[amend as appropriate to your workplace].***

This policy will be reviewed jointly by unions and management, on a regular basis.

## Further information

[**Working Families**](http://www.workingfamilies.org.uk) [www.workingfamilies.org.uk](http://www.workingfamilies.org.uk)

[**Acas**](https://www.acas.org.uk/maternity-paternity-and-adoption-leave-and-pay) [www.acas.org.uk](http://www.acas.org.uk)

[**Health and Safety Executive**: Protecting pregnant workers and new mothers](https://www.hse.gov.uk/mothers/employer/index.htm) [www.hse.gov.uk](http://www.hse.gov.uk)

## Signatories

This agreement is made between ***[name of the employer]*** and UNISON, a registered trade union.

This agreement comes into force on:

Date:………………………………..

This agreement will be reviewed on:

Date:………………………………..

SIGNED ……………………………. for ***[name of the employer]***

Date ………………………………..

SIGNED …………………………….. for UNISON

Date ………………………………..