



# Parental Leave Policy

This policy applies to all companies within the Relyon Group.

Under the provisions of the Employment Rights Act 1999 and the Maternity and Parental Leave Regulations etc.1999 an employee may have the right to take time off work to care for a child or to make provision for that child's welfare ("Parental Leave").

There is no statutory right for any eligible employee to receive pay for any period throughout which they are on parental leave, although pay can be agreed under the terms of the contract.

## Qualification

In order to qualify for Parental leave an employee must;

- have, or expect to have responsibility for a child;
- have one year's continuous service with their employer; and
- are taking the leave to care for that child

The employee will be considered to have responsibility for a child for these purposes if they:

- are the child's biological mother or father (this is the case whether the child lives with the employee or not) and have parental responsibility for the child;
- are the father of the child registered on their birth certificate;
- are the child's adoptive parent; or
- otherwise have parental responsibility for the child, e.g., are the child's legal guardian.

It is not limited to simple day to day care it also allows a parent leave to make provision for the welfare of the child.

It can include a range of things from just spending time with the child at an early age to making arrangements for the child's education.

## Leave

All eligible employees will have the right to 18 weeks' unpaid parental leave in respect of each child for whom they are responsible.

This entitlement is per parent, per child and so, for example, where parental leave is requested in respect of twins, each parent has an entitlement to 36 weeks in total.

This is the maximum time to be taken over the period of eligibility.

The length of a week's parental leave is pro-rated for part-time employees. For example, an employee working a three-day week who takes three days off on parental leave will have used one week's parental leave. If a part-time employee's hours of work vary, they will be averaged over a 52-week period.

Leave must be taken in blocks of one week unless the child is disabled in which case it may be taken in individual days.

The right is also subject to a maximum of four weeks in any given year for each individual child.

Employment continues while an employee is on Parental Leave.

While an employee may not benefit from all their terms and conditions while on Parental leave they will normally have the right to return to the same position on the same terms and conditions as before they left.

If the leave is taken immediately following additional maternity/adoption leave and it is no longer possible for the employee to return to the same position then the employee should return to a similar role on no less favourable terms and conditions than their previous position.

## **When Parental Leave May be Taken**

The leave needs to be taken:

- Before any child's fifth birthday
- Where the child is disabled before their 18th birthday
- Where the child is adopted; before the fifth anniversary of the placement or the child's 18th birthday (whichever is earlier)

## **Notification or Postponement**

Any employee wishing to take parental leave needs to provide at least 21 days notice to the employer detailing the dates on which they wish it start and finish.

If an employee is wishing to take parental leave upon the birth or placement of a child then the notice should be served 21 days prior to the expected week of childbirth or placement.

In this case, the notice must be set out the expected week of childbirth or placement and the duration of the leave requested.

In the case of adoption, if you are unable to give 21 days' notice, you should give the notice as soon as reasonably practicable.

The Company may ask the employee to provide a copy of the child's birth certificate, adoption papers or evidence of their responsibility or expected responsibility for the child in respect of whom they are requesting leave. Failure to provide this when requested, may result in the request to take parental leave being rejected.

It may be possible for the Company to defer a period of parental leave where granting it would cause significant disruption to the business.

However, any deferment cannot be indefinite and the leave must be granted within six months of the date initially put forward by the employee.

An employee will still be entitled to the leave where it would have been taken with the normal time limits but-for the Company's postponement.

Where the Company decides to defer the leave they must respond to the employee's notice within seven days setting out the reason for the deferment and providing a new date on which the parental leave may commence.

A decision to defer the leave will not be taken lightly by the Company and they will provide a clear explanation of the nature of the disruption and its impact on the business resulting in the deferment.

The Company may not be able to defer the leave where the employee has served the correct notice and intends to take the leave at the point the child is born or in the case of adoption the point at which the child is placed with the family.

## **During Parental Leave**

Parental leave is unpaid, and the terms and conditions set out in the employee's contract of employment relating to pay will not apply during any period of parental leave.

During any period of parental leave, the employee will:

- remain bound by the terms and conditions of their contract of employment, including their duty of good faith to the Company, their duty not to disclose confidential information relating to the Company, their contractual notice provisions and any terms or conditions relating to the acceptance of gifts or other benefits or participation by them in any other business; and
- continue to be entitled to the benefit of the Company's implied obligation to preserve mutual trust and confidence and any terms and conditions of employment relating to notice of termination of the employment by the Company, redundancy payments in the event of redundancies and to the Company's disciplinary and grievance procedures.

During any period of parental leave, annual leave will continue to accrue at the rate provided.

