

PATERNITY POLICY

ORIGINATOR: Christopher Wilson

SLT LINK: Stuart Williams



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1. ABOUT THIS POLICY

- 1.1 This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it.
- 1.2 You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.4 Arrangements for time off to accompany a pregnant woman to antenatal appointments are set out in our Maternity Policy.
- 1.5 Arrangements for time off to attend adoption appointments are set out in our Adoption Policy.
- 1.6 In some cases you may be eligible to opt into the shared parental leave scheme which gives you and your partner more flexibility to share the leave and pay available in the first year. Details are set out in our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

2. FREQUENTLY USED TERMS

- 2.1 The definitions in this paragraph apply in this policy.
 - Partner: spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
 - Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your child to be born.
 - Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

3. PERSONNEL RESPONSIBLE FOR THIS POLICY

- 3.1 Except where otherwise stated, the Federation Directors, having determined the policy as set out below, will delegate the day-to-day management of the policy to the Executive Principal.

3.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

4. ENTITLEMENT TO PATERNITY LEAVE

4.1 Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

4.1.1 On the birth of a child, where either:

- you are the biological father and expect to have some responsibility for the child's upbringing; or
- you are the mother's partner and you expect to have main responsibility with the mother for the child's upbringing.

4.1.2 On the birth of a child to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner responsibility for the child.

4.1.3 Where an adoption agency places a child with you and/or your partner for adoption and you expect to have main responsibility (with your partner) for the child's upbringing.

4.1.4 Where a local authority places a child with you and/or your partner under a fostering for adoption arrangement and you expect to have main responsibility (with your partner) for the child's upbringing.

4.2 To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your partner are notified by the adoption agency or local authority that you/they have been matched with a child.

4.3 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your partner. You cannot take both paternity leave and adoption leave.

4.4 You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave (Birth) Policy and the Shared Parental Leave (Adoption) Policy).

5. TIMING AND LENGTH OF PATERNITY LEAVE

5.1 Paternity leave must be taken as a period of either one week or two consecutive weeks. In terms of contractual paternity leave, the second week may be taken in instalments with prior agreement of the Executive Principal. In this case, a colleague could not, for example, elect to take off five Mondays as this would affect the same teaching groups and so a degree of reasonableness must be applied.

5.2 Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 56 days (eight weeks) of birth or placement, or within 56 days of the first day of the Expected Week of Childbirth (if the child was born early).

6. NOTIFICATION

6.1 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:

6.1.1 the Expected Week of Childbirth or the Expected Placement Date;

6.1.2 the date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and

6.1.3 whether you intend to take one week or two weeks' leave.

6.2 We require you to complete Form SC3 on the HMRC website and download a copy of the completed form for us – this gives us HMRC permission to pay the statutory paternity pay.

7. CHANGING LEAVE DATES OR CANCELLING LEAVE

7.1 You may vary the start date of your paternity leave if you give notice as follows:

7.1.1 If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, please tell us at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.

7.1.2 If you wish to start your leave on a specified number of days after the child's birth or placement, please tell us at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.

7.1.3 If you wish to start your leave on a specific date that is different to the original start date you informed us of, please tell us at least 28 days before that date.

7.2 If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

8. PATERNITY PAY

8.1 In this paragraph, Relevant Period means the eight-week period ending with the Qualifying Week, which is the 15th week before the Expected Week of Childbirth, or the week in which you or your partner were notified of being matched with the child.

8.2 If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

8.3 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

8.4 You will qualify for contractual paternity pay if you have been continuously employed with Rutland and District Schools' Federation during the 12 month period ending with the Qualifying Week and have not received any

company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week, the Qualifying Week for Contractual paternity pay is the 11th week prior to the Sunday before the expected date of confinement. You are entitled to two weeks and this is paid at the rate of your normal basic salary during paternity leave and includes any SPP that may be due for that period.

9. TERMS AND CONDITIONS DURING PATERNITY LEAVE

9.1 All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:

9.1.1 Benefits in kind (such as health insurance) shall continue.

9.1.2 Annual leave entitlement under your contract shall continue to accrue.

9.1.3 Pension benefits shall continue, as detailed below.

10. PENSIONS

During paternity leave we shall continue to make any employer and employee contributions that we usually make into the pension scheme.

11. RETURNING TO WORK

11.1 You are normally entitled to return to work after paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as if you not been absent.

11.2 If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave (Birth) Policy or Shared Parental Leave (Adoption) Policy for information about rights on return to work.

12. FLEXIBLE WORKING

We will deal with any requests by employees to change their working patterns (such as working part time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the Federation. It is helpful if requests are made as early as possible.