

The Auriga Academy Trust

# Parental Bereavement Leave and Pay Policy

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## **1. Scope**

This policy applies to all Trust staff. It gives bereaved parents a statutory right to bereavement leave should they lose a child (under the age of 18).

Taking bereavement leave under this policy will not affect any entitlement to Maternity or Paternity Leave, which will continue to be available to employees in the event of (i) a stillbirth from 24 weeks of pregnancy or (ii) a death of a child after birth.

The recognised trade unions have been consulted.

## **2. Purpose**

The policy recognises that employees, who are parents, may experience difficult circumstances arising from the death of a child and the need to take time off work. The Trust, and its constituent schools, is committed to supporting its employees through their period of bereavement and will continue to offer relevant support measures to ensure their wellbeing and to facilitate an effective return to work.

This policy defines the circumstances in which employees, who are parents (as defined in Section 3 of this policy), will be entitled to Statutory Parental Bereavement Leave (SPBL) and Statutory Parental Bereavement Pay (SPBP).

## **3. Definition of a Parent**

For the purposes of this policy, a parent includes:

- Birth parents
- Natural parent in relation to whom a court order has been made granting rights in relation to the child (e.g. contact and access rights)
- Intended parents under a surrogacy arrangement where a parental order is expected to be made
- Adoptive parents and foster parents
- Someone who has a caring relationship to the child, such as a "parent in fact", who are defined as a person, who for a continuous period of at least four weeks before the child's death, has lived with the child in the person's home and had day-to-day responsibility for the child's care. This includes guardians and foster carers but not a paid carer with the exception of a local authority foster carer
- Partner of any of the above who was living in an enduring family relationship with that person and the child.

## **4. Statutory Parental Bereavement Leave - Eligibility Criteria**

There is no qualifying period of employment for the right to take Statutory Parental Bereavement Leave (SPBL). It is a "day one" right.

Employees qualify for SPBL in the following circumstances:

- If they are the parent of the child (as defined in Section 3 of this policy) **and**
- If they have:
  - suffered the loss of a child under the age of 18 years **or**
  - suffered a stillbirth from 24 weeks of pregnancy.

## **5. Statutory Parental Bereavement Leave - Entitlement**

The Statutory Parental Bereavement Leave (SPBL) entitlement is as follows:

- The employee is entitled to up to two weeks' SPBL

- The leave can be taken as a single block of two weeks or as two blocks of one week each at different times within 56 weeks of the date of the child's death
- The leave is not available as individual days
- The leave may be taken at any time within 56 weeks of the child's death
- The right to leave applies in respect of each child who dies. Therefore, where the employee suffers the loss of more than one child, they will be entitled to two weeks' leave in respect of each child.

## **6. Statutory Parental Bereavement Pay - Eligibility Criteria**

An employee who takes SPBL, will be entitled to Statutory Parental Bereavement Pay (SPBP) if they meet the following criteria:

- The employee must have at least 26 weeks' continuous service with their employer by the week in which their child dies; and
- The employee must meet the minimum earnings criteria (weekly average earnings over the lower earnings limit [LEL] for National Insurance Contributions – refer to [GOV.UK](https://www.gov.uk) for the prevailing LEL), in the eight weeks leading up to the week before the child's death
- The employee must provide the requisite notice (see Section 8 of this policy).

If the employee does not meet the qualifying service requirements, then their two weeks' SPBL will be unpaid.

## **7. Statutory Parental Bereavement Pay – Entitlement**

Statutory Parental Bereavement Pay (SPBP) will be paid at the:

- [Prevailing Statutory Parental Bereavement Pay rate](#) or
- 90% of employee's normal weekly earnings if lower.

## **8. Notice Requirements**

### **8.1 Statutory Paternal Bereavement Leave (SPBL):**

- Period A - Where SPBL is to be taken within 8 weeks (56 days) of the child's death, no notice period is required, and the employee can start their leave straightaway. In practice, what this means is that the employee should inform [Trust HR and their line manager](#) by the time their leave is due to start (i.e. before their first day of absence) or where that is not possible, as soon as it is reasonably practicable.
- Period B - Where SPBL is to be taken between 8 weeks (56 days) and 56 weeks of the child's death, the employee must give at least a week's notice of their intention to take SPBL to [Trust HR and their line manager](#).
- When giving notice of intention to take SPBL, the employee must provide the following details to their employer:
  - the date of the child's death
  - the date on which they would like their leave to begin
  - confirmation of whether they are intending to take one or two weeks of leave.
- An employee can cancel or change the date of their SPBL and if it is to be taken within Period B, it can be cancelled by giving one week's notice to the employer. However, SPBL cannot be cancelled once it has started.
- Notice for the purposes of SPBL does not need to be in writing, it can be oral and informally given. If an employee wishes to manage / record their absence this should be done on Every HR. ([My Portal > My Leave > + Request for General Absence](#)). The Reason for Absence chosen from the drop-down menu should be *Bereavement*. If the employee provides details of their absence informally, the Headteacher / line manager should forward details to Trust HR who will record the absence on EveryHR as Bereavement.

## 8.2 Statutory Paternal Bereavement Pay (SPBP):

In order to receive Statutory Parental Bereavement Pay (SPBP) for the SPBL period:

- The employee must also give **written notice** (see **Appendix 1**) to their employer of the weeks in which they intend to claim SPBP
- The written notice must be given within 4 weeks (28 days) of the start of the SPBL or where that is not possible, as soon as it is reasonably practicable
- The notice should state:
  - the employee's name
  - the date of the child's death
  - the start and end dates of the leave they want to claim the pay for
  - a declaration that they meet the eligibility criteria to receive SPBP (i.e. category of relationship with the child as set out in Section 3 of this Policy and that they satisfy the qualifying period of service).

*NB: There is no requirement to provide a copy of the child's death certificate.*

## 9. Rights during Statutory Parental Bereavement Leave

All contractual terms and conditions (except for normal remuneration) should continue throughout a period of Statutory Parental Bereavement Leave (SPBL). SPBL is regarded as continuous service and does not constitute a break in service. During this period, the employee will continue to be bound by the terms of their contract of employment including the implied term of trust and confidence and any terms as to notice of termination by the employee.

## 10. Returning from Statutory Parental Bereavement Leave

The employee has the right to return to their normal role after SPBL has ended.

If the employee combines SPBL with other leave entitlements which means that they return to work after a longer period of absence, they have the right to return to their normal role, or where that is not reasonably practicable, to another role which is both suitable and appropriate for the employee to do in the circumstances.

## 11. Local Government Pension Scheme Members – buying 'lost' pension

If the employee does not meet the eligibility criteria for Statutory Parental Bereavement Pay (SPBP), then their period of leave will be unpaid.

Any period of unpaid leave will not count for pension purposes. Members of the Local Government Pension Scheme (LGPS) can elect to pay Additional Pension Contributions (APCs) to buy back the 'lost' pension.

Where unpaid leave has been approved, [Trust HR](#) will inform the employee of the effect of the unpaid leave on their pension and their right to choose to buy 'lost' pension. The model letter at **Appendix 2** can be used for this purpose. The employee can then apply, if they wish to do so, using the model form at **Appendix 3**.

If the member makes their election to buy the 'lost' pension within 30 days of returning to work from the authorised unpaid leave, the cost of buying the 'lost' pension is shared between the member and the employer with the member paying 1/3<sup>rd</sup> of the total cost and the employer paying 2/3<sup>rd</sup>s of the total cost. This is known as a Shared Cost Additional Pension Contract (SCAPC).

## **12. Protection from Detriment or Dismissal**

An employee has the right not to be subjected to detrimental treatment or be dismissed because they are exercising their rights under this policy in taking or seeking to take Statutory Parental Bereavement Leave (SPBL) or because the employer believed they were likely to take SPBL.

**APPENDIX 1: Notice to Claim Statutory Parental Bereavement Pay**

**EMPLOYEE DETAILS:**

Name: ..... Job Title: .....  
School: ..... Line Manager: .....  
Start date with School: ..... Date of Continuous Service: .....

**CHILD'S DETAILS:**

Relationship to Child: ..... Date of Death: .....

**PAY PERIODS:**

Periods for which Statutory Parental Bereavement Pay is to be claimed:

Period 1: Start date: ..... End date: .....  
Period 2: Start date: ..... End date: .....

**EMPLOYEE DECLARATION:**

"I confirm I meet the eligibility criteria for Statutory Parental Bereavement Pay as I:

- (i) have at least 26 weeks' continuous service and
- (ii) am the parent (as defined in Section 3 of this policy) of the child"

Employee's Signature ..... Date .....

Manager's Signature ..... Date .....

## Appendix 2: Template HR Letter: Re Unpaid Leave LGPS Member – Buying 'lost' pension

Dear *(insert name of employee)*

### Unpaid Leave: Local Government Pension Scheme Member – Buying 'lost' pension

I refer to your notification to take leave under the School's Parental Bereavement Leave & Pay Policy for the period from *(date)* to *(date)*.

The leave is authorised and will be **unpaid**. Any period of authorised **unpaid** leave of absence will not count for pension purposes. You can however elect to pay Additional Pension Contributions (APCs) to buy back the 'lost' pension. If you elect to buy the 'lost' pension within 30 days of returning to work from your period of unpaid leave, the school will pay 2/3<sup>rd</sup>s of the total cost of buying the 'lost' pension and the remaining 1/3<sup>rd</sup> of the total cost of buying the 'lost' pension will be paid by you by way of a deduction from your salary.

If you are interested in buying the 'lost' pension please complete and sign the form at Appendix 3 **Request for total lost pensionable pay during period of unpaid leave** and return it to *(insert name of designated person)* prior to going on leave or as soon as possible following your return to work from your period of unpaid leave.

The school will provide you with details of the total lost pensionable pay for the period of the unpaid leave on your return to work from your period of unpaid leave, or as soon as possible thereafter. This information will enable you to obtain a quote from the Local Government Pension Website <https://www.lgpsmember.org/more/apc/lost.php> showing the total cost of buying the 'lost' pension and allow you to apply to buy 'lost' pension should you choose to do so.

Yours sincerely

Trust HR

**Appendix 3: Template Employee Letter:** Request for total lost pensionable pay during period of unpaid leave

I have been granted authorised unpaid leave from *(date)* to *(date)*.

I am aware that this period will not count for pension purposes unless I make an election to pay Additional Pension Contributions to buy back the 'lost' pension.

I am aware that if I elect to buy the 'lost' pension within 30 days of returning to work from the period of the unpaid leave, 2/3<sup>rd</sup>s of the total cost of buying the 'lost' pension will be paid by the school and I will be responsible for paying 1/3<sup>rd</sup> of the total cost of buying the 'lost' pension.

I am aware that my share of the payment will be deducted from my salary.

I am interested in buying the 'lost' pension and would like to request details of total lost pensionable pay for the period of unpaid leave so that I can obtain a quote for the total cost of buying the 'lost' pension.

Name: .....

Position: .....

Signature: .....

Date: .....

*Please email any requests to Trust HR ([HR@aurigaacademytrust.org.uk](mailto:HR@aurigaacademytrust.org.uk)).*