NEONATAL CARE LEAVE policy

1. About this policy
   1. The purpose of this policy is to outline the statutory rights and responsibilities of employees who need to take leave due to a child being in neonatal care, and to set out the arrangements for neonatal care leave and neonatal care pay.
   2. This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
2. Who does this policy apply to?
   1. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
   2. This policy applies to children born on or after 6 April 2025.
3. Who is responsible for this policy?
   1. The Senior Management has overall responsibility for the effective operation of this policy.
   2. Any questions you may have about the day-to-day application of this policy should be referred to your line manager in the first instance.
4. Entitlement to neonatal care leave **(NCL)**
   1. All employees are entitled to neonatal care leave from day one of employment.
   2. To be eligible to take neonatal care leave:
      1. the child must be receiving / have received neonatal care **(Neonatal Care)**;
      2. you must take the leave for the purpose of caring for the child; and
      3. you must
         1. at the date of the child’s birth, be the child’s parent, intended parent or the partner of the child’s mother, or be the child’s adopter or prospective adopter (or partner of the same); and
         2. have or expect to have responsibility (or in the case of partners, the main responsibility apart from the child’s mother or adopter) for the upbringing of the child
5. Neonatal Care means:
   * 1. Medical care received in a hospital
     2. Medical care received in any other place which meets the following criteria:
        1. The child was an inpatient in hospital and the care is received upon that child leaving the hospital;
        2. The care is under the direction of a consultant; and
        3. The care includes monitoring by, and visits to the child from, healthcare professionals arranged by the hospital
     3. Palliative or end of life care
   1. Neonatal Care must begin within 28 days of birth and must continue without interruption for at least seven days (starting on the day after neonatal care begins)
   2. In the event of the death of a child before the end of the period in which NCL can be taken, you can still take any accrued NCL even after the child has died. You may also be entitled to parental bereavement leave and pay if you satisfy the statutory eligibility requirements. [Please refer to our Parental Bereavement Policy for more details.]
   3. Where more than one child born as a result of the same pregnancy receives Neonatal Care:
      1. The same child must be receiving Neonatal Care without interruption for at least one week;
      2. You may accrue entitlement to NCL in respect of more than one child, but for any period where more than one child is receiving neonatal care at the same time, entitlement can only be accrued in respect of one child;
      3. The maximum 12 weeks NCL remains unchanged.
6. Duration of NCL
   1. You can take one week of NCL in respect of each week that a child has spent in neonatal care.
   2. NCL must be taken in blocks of one week.
   3. The maximum amount of NCL that may be taken is 12 weeks.
   4. NCL may be taken at any time at least a day after the first “qualifying period”.
   5. A “qualifying period” means a week in which a child receives Neonatal Care without interruption.
   6. In practice, this means that NCL cannot commence until day 9 of Neonatal Care.
   7. Any period of NCL must be taken within 68 weeks of the child’s birth or in adoption cases, from the date of placement.
   8. Periods of NCL are split into Tier 1 and Tier 2 periods. The principle behind this being that there will be a difference between:
      1. NCL taken at the time of Neonatal Care, and
      2. NCL taken at a later stage (which might be after a period of other family leave, but taking into account time spent by the child in Neonatal Care)
   9. A Tier 1 period means from the start of Neonatal Care until the seventh day after the child stops receiving Neonatal Care.
   10. A Tier 2 period means any period of time which is not a Tier 1 period in which an employee is entitled to take NCL.
   11. During a Tier 1 period, NCL may be taken in non-consecutive weeks.
   12. During a Tier 2 period, NCL must be taken in one block. NCL during a Tier 2 period is most likely going to apply where an employee wishes to take NCL after a period of maternity, adoption or other family leave during which a child was in neonatal care.
7. Notification of NCL
   1. You should inform us as soon as possible if you wish to take NCL. The notification should include:
      1. Your name
      2. Your child’s date of birth (or in adoption cases, date of placement or date of entry to Great Britain in the case of an adoption from overseas)
      3. The date your child started receiving Neonatal Care
      4. If the child is no longer receiving Neonatal Care, the date such care ended
      5. The date on which you wish your NCL to begin
      6. The number of weeks of NCL you wish to take
      7. That you are taking the leave to care for the child
      8. (in respect of a first notification of NCL) confirmation that you meet the eligibility requirements in Section 4 above.
   2. Where Neonatal Care is on-going, you must notify us of the date that care ends, as soon as is reasonably practicable. If the child starts to receive Neonatal Care again, you must notify us of the start and end date of such care as soon as reasonably practicable.
   3. Where you wish to take NCL in a Tier 1 period (i.e. whilst your child is receiving Neonatal Care), if possible, please notify us before you are due to start work on the first day of absence, but if this is not reasonably practicable, please notify us as soon as you can. If necessary, please notify us verbally and then confirm later in writing.
   4. Where you wish to take NCL in a Tier 2 period (i.e. more than one week after your child has ceased to receive Neonatal Care), you must notify us in writing:
      1. For a single week of NCL, no later than 15 days before the first day of NCL;
      2. For two or more consecutive weeks, no later than 28 days before the first day of NCL to which your notification relates.
8. Withdrawal of notice to take NCL
   1. [Where you have given notice to take leave beginning in a Tier 2 period, you may withdraw by giving notice in writing:
      1. Where the original notice was in relation to a single week of NCL, no later than 15 days before it was due to start;
      2. Where ethe original notice was in relation to two or more consecutive weeks of NCL, no later than 28 days before it was due to start.]

OR

* 1. [Where you have given notice to take NCL and no longer wish to take it (either at the relevant time or at all), you may withdraw the notice at any time by confirming to us in writing. You will then need to serve a new notice in accordance with Section 7 above, if you wish to take NCL at a different time]

1. Statutory Neonatal Care Leave Pay
   1. Statutory Neonatal Care Leave Pay (SNCP) is payable for up to 12 weeks. You are entitled to SNCP if:
      1. you have been continuously employed for at least 26 weeks at the end of the 15th week before the expected week of childbirth/adoption (“Qualifying Week”) and are still employed by us during that week;
      2. your average weekly earnings during the eight weeks ending with the Qualifying Week (the “Relevant Period”) are not less than the lower earnings limit set by the government;
      3. you give us notice in writing of your wish to receive SNCP:
         1. in the case of NCL during a Tier 1 period, up to 28 days after the start of NCL
         2. in the case of NCL during a Tier 2 period, no later than 15 days before such NCL
   2. SNCP 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. For details of the current prescribed rate, please contact [your line manager].
2. Terms and conditions during NCL
   1. All the terms and conditions of your employment remain in force during NCL, except for the terms relating to pay. In particular:
      1. benefits in kind shall continue;
      2. annual leave entitlement under your contract shall continue to accrue (see Section 11); and
      3. pension benefits shall continue (see Section 12).
3. Annual leave
   1. Annual leave will accrue during NCL at the rate provided under your employment contract.
   2. If you are taking a period of NCL that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for the year that cannot reasonably be taken before starting your NCL can be carried over to the next holiday year and should be taken immediately before returning to work unless your line manager agrees otherwise.
4. Pensions
   1. During NCL, we will continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on NCL provided that you continue to make contributions based on the SNCP you are receiving. If you wish to increase your contributions to make up any shortfall you should contact the HR Manager.
5. Redundancies during NCL
   1. In the event that your post is affected by a redundancy situation occurring during NCL, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to redundancies.
   2. If your role is affected by a redundancy situation and:
      1. you are on NCL, or
      2. have returned to work from a period of at least 6 consecutive weeks of NCL and are within an additional protected period of 18 months from the date of birth or placement for adoption (or for an adoption from overseas, the date of entry to Great Britain)

you shall be given first refusal on any suitable alternative vacancies that are appropriate to your skills.

1. Returning to work
   1. You are normally entitled to return to work after NCL to the same position you held before commencing leave. Your terms of employment will be the same as if you had not been absent.
   2. However, if you have taken NCL straight after or straight before:
      1. a period of parental leave of more than four weeks, or
      2. another period of statutory family leave, where the total amount of statutory leave taken in relation to that child is more than 26 weeks

and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

1. Flexible working
   1. We will deal with any requests by employees to change their working patterns (such as working part-time) after NCL leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. [The procedure for dealing with such requests is set out in our Flexible Working Policy.]