

## Maternity Leave Policy

Policy Code:	HR19
Policy Start Date:	April 2021
Policy Review Date:	March 2023

Please read this policy in conjunction with the policies listed below:

- HR8 Equal Opportunities and Diversity Policy
- HR10 Redundancy Policy
- HR11 Pay Policy
- HR13 Special Leave Policy
- HR14 Paternity Leave Policy
- HR15 Time Off for Dependants Policy
- HR18 Staff Sickness and Absence Policy
- HR21 Adoption Leave Policy
- HR25 Flexible Working Policy
- HR31 Shared Parental Leave Policy

## **1. Policy Statement**

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- 1.2 No one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.4 This policy does not apply to agency workers, consultants or self-employed contractors.
- 1.5 References to the Trust or Academy within this policy specifically include all Primary, Secondary and Special Educational Needs academies within the Trust, as well as the Early Years setting at the Priory Witham Academy, Priory Training, Priory Apprenticeships, Lincolnshire Teaching School Alliance and Lincolnshire Teaching School Alliance SCITT.
- 1.6 The Trust is committed to leading a mentally healthy organisation, which includes a commitment to and promotion of emotional wellbeing and mental health. Therefore, all Trust policies and procedures ensure this commitment is incorporated in order to support all staff and students. Members of staff are encouraged to speak to their line managers, and students are encouraged to speak to any member of staff, if they feel any part of this policy would affect their emotional wellbeing and mental health. Any such comments should be passed to the Trust's HR department ([FederationHR@prioryacademies.co.uk](mailto:FederationHR@prioryacademies.co.uk)) for appropriate consideration at the next available point in the policy review cycle.

## **2 Roles, Responsibilities and Implementation**

- 2.1 The Pay, Performance and HR Committee has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Pay, Performance and HR Committee delegates day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Director.
- 2.2 The Head of Academy/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.

### **3 Definitions**

3.1 The definitions in this paragraph apply in this policy.

**Expected Week of Childbirth:** the week, starting on a Sunday, in which the doctor or midwife expects the employee to give birth.

**Qualifying Week:** the 15<sup>th</sup> week before the Expected Week of Childbirth.

### **4 Notification**

4.1 An employee must inform the Trust as soon as possible that they are pregnant. This is important as there may be health and safety considerations (see paragraph 8, Health and Safety.)

4.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, the employee must tell the Trust:

- (a) that they are pregnant;
- (b) the Expected Week of Childbirth; and
- (c) the date on which they would like to start their Maternity Leave (**Intended Start Date**) (see paragraph 9, Starting Maternity Leave).

4.3 The employee must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming their Expected Week of Childbirth.

### **5 Time Off for Ante-natal Care**

5.1 When pregnant, an employee may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that their doctor, midwife or health visitor has advised them to attend. The employee should give their line manager as much notice as possible of the appointment date and time.

5.2 The employee's line manager will ask them to provide the following, unless it is the first appointment:

- (a) a certificate from the doctor, midwife or health visitor stating that they are pregnant; and
- (b) an appointment card.

### **6 Sickness**

6.1 Periods of pregnancy-related sickness absence shall be paid in accordance with the employee's contract of employment / the Trust's Sickness Absence

Policy in the same manner as any other sickness absence.

- 6.2 Periods of pregnancy-related sickness absence from the start of an employee's pregnancy until the end of their maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 6.3 If an employee is absent for a pregnancy-related reason during the four weeks before their Expected Week of Childbirth, their Maternity Leave will usually start automatically (see paragraph 9, Starting Maternity Leave).

## **7 Health and Safety and Infectious Diseases**

- 7.1 The Trust has a general duty to take care of the health and safety of all its employees. The Trust will carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months, or are still breastfeeding.
- 7.2 The Trust will provide the employee with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If it is established that as a new or expectant mother the employee would be exposed to any risk or health hazards in carrying out their normal work, the appropriate steps will be taken (for as long as they are necessary – either until the risk has been removed, until the maternity leave starts or where consideration is required as part of the maternity return to work meeting) to avoid or minimise those risks. This may involve:
- (a) changing the employee's working conditions or hours of work;
  - (b) offering the employee suitable alternative work on terms and conditions that are the same or not substantially less favourable (which may include relocating to another Academy within the Trust on a temporary basis); or
  - (c) suspending the employee from duties, which will be on full pay unless they have unreasonably refused suitable alternative work (any such absence will not be counted against the employee's other sick entitlement).
- 7.3 If there is a potential risk to the mother or the unborn child's health due to rubella or other infectious disease in the Academy, a precautionary approach will be taken. GP or Occupational Health advice will be sought and appropriate steps will be taken, as set out at clause 7.2 above.

## **8 Entitlement to Maternity Leave**

8.1 All employees are entitled to up to 52 weeks' maternity leave which is divided into:

- (a) Ordinary maternity leave of 26 weeks (**OML**).
- (b) Additional maternity leave of a further 26 weeks immediately following OML (**AML**).

## **9 Starting Maternity Leave**

9.1 The earliest date an employee can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless the child is born prematurely before that date).

9.2 The employee must notify their line manager of their Intended Start Date in accordance with paragraph 4. The Trust will then write to them within 28 days to inform them of the date they are expected to return to work if the full entitlement to maternity leave is taken (**Expected Return Date**.)

9.3 An employee can postpone their Intended Start Date by informing their line manager in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

9.4 The employee can bring forward the Intended Start Date by informing their line manager at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

9.5 Maternity leave shall start on the earlier of the:

- (a) employee's Intended Start Date (if notified to their line manager in accordance with this policy); or
- (b) day after any day on which the employee is absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens the employee must inform the Trust as soon as possible in writing. Maternity leave will be triggered unless the Trust agrees to delay it; or
- (c) day after the employee has given birth. If the employee gives birth before their maternity leave was due to start, the employee must inform the Trust the date of the birth in writing as soon as possible.

9.6 The law prohibits employees from working during the two weeks following childbirth.

9.7 Shortly before the employee's maternity leave starts, a discussion will take place regarding arrangements for covering their work and the opportunities for them to remain in contact, should they wish to do so, during their leave. Unless the employee requests otherwise, they will remain on circulation lists for internal news, job vacancies, training and work-related social events.

## **10 Maternity Pay**

10.1 There are two maternity pay schemes payable by the Trust. One applies to teaching staff, and one to non-teaching staff. The statutory maternity pay scheme (SMP) applies to all staff but is enhanced for teaching staff in different ways – see section 12 below. SMP will stop being payable if the employee returns to work (except where they are simply keeping in touch in accordance with paragraph 17).

10.2 An employee is entitled to SMP if the:

- (a) employee has been continuously employed for at least 26 weeks at the end of the Qualifying Week and is still employed by the Trust during that week;
- (b) employee's 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;
- (c) employee provides their line manager with a doctor's or midwife's certificate (MAT B1 form) stating their Expected Week of Childbirth;
- (d) employee gives at least 28 days' notice (or, if that is not possible, as much notice as they can) of their intention to take maternity leave; and
- (e) employee is still pregnant 11 weeks before the start of the Expected Week of Childbirth or has already given birth.

10.3 SMP is calculated as follows:

- (a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of their average weekly earnings calculated over the Relevant Period;
- (b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year or the Earnings-Related Rate if this is lower.

10.4 SMP accrues from the day on which the employee commences their OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance

and pension contributions shall be deducted as appropriate.

10.5 An employee will still be eligible for SMP if they leave employment for any reason after the start of the Qualifying Week (for example, if they resign or are made redundant). In such cases, if their maternity leave has not already begun, SMP shall start to accrue in whichever is the later of the:

- (a) week following the week in which employment ends; or
- (b) 11th week before the Expected Week of Childbirth.

10.6 If an employee becomes eligible for a pay rise before the end of their maternity leave, they will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that their SMP will be recalculated and increased retrospectively, or that they may qualify for SMP if they did not previously qualify. The Trust shall pay the employee a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## **11 Enhanced Maternity Pay**

11.1 Teaching staff receive Enhanced Maternity Pay inclusive of SMP or maternity allowance, unless stated otherwise, as follows:

- (a) First 4 weeks of absence - full pay;
- (b) Next 2 weeks of absence - 90% pay;
- (c) Next 12 weeks of absence - 50% pay in addition to SMP (the total payment will not exceed the full pay).

11.2 Non-teaching staff receive Enhanced Maternity Pay inclusive of SMP or maternity allowance unless stated otherwise as follows:

- (a) First 6 weeks - 90% pay;
- (b) Next 12 weeks of absence - 50% pay in addition to SMP (the total payment will not exceed full pay).

11.3 An employee will become entitled to receive Enhanced Maternity Pay after 12 months' continuous service.

11.4 A condition of entitlement to Enhanced Maternity Pay is that the employee must return to work after the maternity leave for a period of at least 13 weeks. If the employee does not do so, the Trust is entitled to recover part of the maternity pay paid to the employee, as set out at paragraph 12.6.

- 11.5 If an employee was working full-time prior to maternity leave, they are required to complete the equivalent of 13 weeks' full-time service on their return to work. If they were working part-time prior to maternity leave, they are required to complete the equivalent of 13 weeks' service on that part-time basis. Where an employee moves to part-time work or part-time work on a different basis, following their return, they are allowed to complete the equivalent of those periods on their new part-time basis. School holidays and half-terms can be included, together with any subsequent periods of sick leave.
- 11.6 Failing to return for the necessary period will mean that the Trust has the discretion to claw back the employee's maternity pay in so far as it exceeds the amount payable as SMP. The employee may, however, keep the first 6 weeks' payment and will not have to refund any payments of SMP throughout the period of leave taken.

## **12 Terms and Conditions During OML and AML**

- 12.1 All the terms and conditions of an employee's contract of employment remain in force during OML and AML, except for the terms relating to pay. In particular:
- (a) annual leave entitlement under their contract shall continue to accrue (see paragraph 13, Annual Leave), if applicable; and
  - (b) pension benefits shall continue (see paragraph 14, Pensions).

## **13 Annual Leave (where applicable)**

- 13.1 During OML and AML, annual leave will accrue at the rate provided under the employee's contract.
- 13.2 If the holiday year is due to end during their maternity leave, the employee should ensure that they have taken the full year's entitlement before starting their maternity leave.

## **14 Pensions**

- 14.1 During OML and any further period of paid maternity leave, the Trust will continue to make any employer contributions that are usually made into a money-purchase pension scheme. This will be based on what the employee's earnings would have been if they had not been on maternity leave, provided that they continue to make contributions based on the maternity pay they are receiving. If they wish to increase their contributions to make up any shortfall from those based on their normal salary, they must contact the Human

Resources Director.

- 14.2 The period of OML and any further period of paid maternity leave counts towards the final-salary pension scheme as pensionable service, provided the employee makes the necessary minimum contributions based on the maternity pay they are receiving.
- 14.3 If the employee is a member of the Teachers Pension Scheme, any contributions payable by the employee will be automatically deducted from their maternity pay at the appropriate rate. If they wish to make contributions during their period of maternity leave when they are not receiving any maternity pay, the employee may do so by applying to the Teachers Pension Scheme on the relevant form, no later than three months after their last receipt of maternity pay or the date on which they wish to cease work.
- 14.4 If the employee is a member of the Local Government Pension Scheme, their contributions will be automatically deducted from their maternity pay at the appropriate rate. If the employee wishes to make contributions during their period of maternity leave when they are not receiving any maternity pay, they should contact the Trust's Payroll Department or their relevant Local Government Pension Scheme.

## **15 Childcare Vouchers**

- 15.1 While on maternity leave, the employee is not entitled to claim childcare vouchers.

## **16 Redundancies During Maternity Leave**

- 16.1 In the event that an employee's post is affected by a redundancy situation occurring during their maternity leave, the Trust will write to inform the employee of any proposals and shall invite them to a meeting before any final decision is reached as to their continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## **17 Keeping in Touch**

- 17.1 The Trust may make reasonable contact with the employee from time to time during their maternity leave.
- 17.2 The employee may work, including attending training, for up to 10 days during maternity leave without bringing their maternity leave or pay to an end. The dates and times are to be agreed with the employee's Line Manager/ Human Resources Director.

17.3 The employee will be paid at their normal rate of pay for time spent working on a Keeping in Touch day and this will be inclusive on any maternity pay entitlement. The employee will submit a Keeping in Touch day claims form to their line manager in the month that they complete their Keeping in Touch day(s). The employee will be paid for these days in that months' pay or the following months' pay (subject to payroll deadlines).

## **19. Returning to Work**

19.1 Shortly before the employee is due to return to work, the employee's line manager will invite them to have a discussion (whether in person or by telephone) about the arrangements for their return. This may cover:

- (a) updating the employee on any changes that have occurred during their absence;
- (b) any training needs they might have; and
- (c) any changes to working arrangements (for example if they have made a request to work part-time; see paragraph 25, Returning to Work Part-time.)

## **20 Expected Return Date**

20.1 Once the employee has notified their line manager in writing of their Intended Start Date, a letter will be sent to them within 28 days indicating the Expected Return Date. If the employee's start date has been changed, either because they gave notice to change it, or because maternity leave started early due to illness or premature childbirth, a letter with a revised Expected Return Date will be sent to the employee within 28 days of the start of maternity leave.

20.2 The employee will be expected back at work on their Expected Return Date, unless they inform their line manager otherwise. During maternity leave, the employee should confirm that they will be returning to work as expected.

## **21 Returning Early**

21.1 If the employee wishes to return to work earlier than the Expected Return Date, they must give their line manager 21 days' prior notice. This must be given in writing.

21.2 If not enough notice is given, the return date may be postponed until 21 days after the employee gave notice, or to the Expected Return Date if sooner.

## **22 Returning late**

- 22.1 If an employee wishes to return later than the Expected Return Date, they must either request:
- (a) unpaid parental leave in accordance with the Parental Leave Policy, giving as much notice as possible but not less than 21 days; or
  - (b) paid annual leave in accordance with their contract, which will be at the Trust's discretion (where applicable).
- 22.2 If the employee is unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's Sickness Absence Policy will apply.
- 22.3 In any other case, late return will be treated as unauthorised absence.

## **23 Deciding Not to Return**

- 23.1 If the employee does not intend to return to work, or is unsure, they should discuss this with their line manager as early as possible. If they decide not to return, the employee should give notice of resignation in accordance with their contract. The amount of maternity leave left to run when they give notice must be at least equal to their contractual notice period; otherwise the Trust may require them to return to work for the remainder of the notice period.
- 23.2 Once the employee has given notice that they will not be returning to work, they cannot change their mind without the Trust's agreement.
- 23.3 This does not affect the employee's right to receive SMP.

## **24 Employee Rights Upon Return**

- 24.1 Employees are normally entitled to return to work in the same position as they held before commencing leave. The terms of employment shall be the same as they would have been had the employee not been absent.
- 24.2 However, if the employee has taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for the Trust to allow them to return into the same position, the Trust may give the employee another suitable and appropriate job on terms and conditions that are not less favourable.

## **25 Returning to Work Part-time**

- 25.1 Any requests by employees to change their working patterns – such as working part-time after maternity leave – will be dealt with on a case-by-case

basis. There is no absolute right to insist on working part-time, but employees do have a statutory right to request flexible working and the Trust will try to accommodate their wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. Requests should be made as early as possible. The procedure for dealing with such requests is set out in the Trust's Flexible Working Policy.

## **26 Policy Change**

This policy may only be amended or withdrawn by The Priory Federation of Academies Trust.

## **The Priory Federation of Academies Trust Maternity Leave Policy**

This Policy has been approved by the Pay, Performance and HR Committee:

Signed..... Name..... Date:

Trustee

Signed..... Name..... Date:

Chief Executive Officer

Signed..... Name..... Date:

Designated Member of Staff

Please note that a signed copy of this agreement is available via Human Resources.