**MATERNITY POLICY**

Drafted by: HR in consultation with Judicium
Reviewed: July 2022
Next Review: September 2023

**Introduction**

The school recognises the need to retain the skills and services of its employees and will proceed on the basis that employees wish to return to work following the birth of their children.

This policy does not apply to agency workers or the self-employed. It does not form part of any individual’s contract of employment with the school and is not intended to have contractual effect. It is provided to all employees for guidance only and reflects the school’s current practices. Subject to minimum statutory requirements from time to time in force, the school reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

In some cases, you and your spouse, civil partner or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Please refer to the Shared Parental Leave Policy for further information.

**Notification of Pregnancy**

You must inform the school as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

In any event, you are required to inform the Academy before the end of the 15th week before the Expected Week of Childbirth (**Qualifying Week**), or as soon as reasonably practicable afterwards, of the following:

• the fact that you are pregnant;

• your Expected Week of Childbirth (EWC); and

• the date on which you would like to start your maternity leave.

The school requires you to provide a certificate from your doctor or midwife (usually on a MATB1 form) confirming your EWC.

**Sickness**

Periods of pregnancy-related sickness absence shall be paid in accordance with our sickness absence policy and in the same manner as any other sickness absence.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the six weeks (for teaching staff) or four weeks (for support staff) before your EWC, your maternity leave will usually start automatically.

**Health and Safety**

The school has a general duty to take care of the health and safety of all employees. We are also required to 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. The earlier you notify us of your circumstances the sooner we can carry out the required risk assessment, so it is to your advantage to notify us as soon as possible.

The school will provide you with information as to any risks identified in the risk assessment, and any preventative and protective measures that have been or will be taken.

If the school considers that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:

* Changing your working conditions or hours of work;
* Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
* Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

**Entitlement to Maternity Leave**

Regardless of your length of service with the school, or the number of hours that you work per week, if you comply with the notification requirements, you will be entitled to 52 weeks’ maternity leave, which is divided into:

* **Ordinary Maternity Leave** **(OML)** of 26 weeks; and
* **Additional Maternity Leave** **(AML)** of a further 26 weeks immediately following OML.

**Starting Maternity Leave**

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

You can amend your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date. If that is not possible, then as soon as reasonably practicable.

Your maternity leave shall start on one of the following days, whichever is earliest:

* Your Intended Start Date (if notified to the school in accordance with this policy); or,
* The day after any day on which you are absent for a pregnancy-related reason during the four (support staff) or six (teaching staff) weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it; or
* The day on which you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth as soon as possible.

Within 28 days of receiving notice of your intention to take maternity leave, the school will give you written notice of the date that your maternity leave entitlement will end.

Shortly before your maternity leave starts, we will discuss with you arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your maternity leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training, and work-related social events.

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

**Statutory Maternity Pay**

Statutory Maternity Pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you work any ‘Keeping In Touch’ days in accordance with this policy).

You are entitled to **SMP** if:

* You have been continuously employed for at least 26 weeks into the **15th week** (the Qualifying Week) before the week your baby is due;
* 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;
* You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
* You give at least 28 days' written notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
* You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings with no upper limit calculated over the Relevant Period;

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.

SMP accrues from the day on which you commence your 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.

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

* The week following the week in which employment ends; or
* The eleventh week before the Expected Week of Childbirth.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify.

We shall pay you 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.

**Maternity Allowance**

If you do not qualify for Statutory Maternity Pay you may be entitled to Maternity Allowance, paid by the Benefits Agency, for up to 39 weeks. To qualify, you must have been employed or self-employed for 26 weeks out of the 66 weeks before the expected week of childbirth.

**Enhanced Maternity Pay (for both support and teaching staff)**

**If you joined the School/Local Authority prior to 1st April 1993 your entitlements may be different, in which case please speak to HR.**

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| 1. Staff who joined the school **after** 1st April 1993, with at least 1 year's continuous service at the beginning of the 15th week before the EWC shall be entitled to:
 | **Either** |
| For the first eight weeks of absence (8 weeks): | Full pay offset by any payments made by way of SMP or Maternity Allowance (MA). |
| For the ninth to twenty weeks of absence (12 weeks): | Half pay without deduction, unless combined wage and SMP (or MA if not eligible for SMP) exceeds full pay |
| For the twenty-first to thirty-ninth week of absence (19 weeks): | SMP or MA (provided they are eligible based on their earnings) |
| For the fortieth to fifty-second week of absence (13 weeks): | No entitlement to pay |
| **Or** |
| For the first fourteen weeks of absence (14 weeks): | Full pay offset by any payments made by way of SMP or Maternity Allowance (MA) |
| For the fifteen to thirty-ninth week of absence (25 weeks): | SMP or MA (provided they are eligible based on their earnings) |
| For the fortieth to fifty-second week of absence (13 weeks): | No entitlement to pay |
| 1. Staff who joined the school **after** 1st April 1993, with less than 1 year's continuous service with the School but at least 1 year’s continuous Local Government service at the beginning of the 15th weeks before the EWC) shall be entitled to:
 | For the first six weeks of absence (6 weeks): | 90% of weekly pay offset by any payments made by way of SMP or Maternity Allowance (MA). |
| For the seventh to eighteenth week (12 weeks): | 50% of weekly pay without deduction, unless combined wage and SMP (or MA if not eligible for SMP) exceeds full pay |
| For the nineteenth to thirty-ninth week of absence (21 weeks): | SMP or MA (provided they are eligible based on their earnings) |
| For the fortieth to fifty-second week of absence (13 weeks): | No entitlement to pay |

Please note that if the baby dies or is stillborn after 24 weeks’ pregnancy the maternity scheme outlined above will still apply.

As a qualifying condition of Enhanced Maternity Pay, staff have an obligation to notify the School, in writing, of their intention to return to their job for a period of at least 3 months if returning full time, or 13 weeks if returning part time (or 6 months on reduced hours).

In the event of the member of staff not being available or being unable to return to her job for the required period, All Enhanced Maternity Pay paid to you will be repayable to the School, at its discretion may decide, and may be deducted from any sums due to you, as the School (the employer), at its discretion may decide. Payments made by way of SMP are not refundable.

**Terms and Conditions during OML and AML**

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

* Benefits in kind (such as life insurance, health insurance, gym membership and use of a Company vehicle if applicable) shall continue;
* Annual leave entitlement under your contract of employment shall continue to accrue; and
* Pension benefits shall continue.

Salary sacrifice schemes may or may not apply during the whole period of maternity leave. Please seek further details from the School in regards to the specific terms of the scheme.

**Annual Leave**

During OML and AML, annual leave will accrue at the rate provided under your contract.

Annual leave entitlement cannot usually be carried over from one holiday year to the next and employees are normally required to take their holiday entitlement within the holiday year in which it accrues or forfeit any accrued but untaken holiday entitlement at the end of the holiday year.

However, the School recognises that this may operate in such a way as to unfairly disadvantage employees who elect to take the maximum statutory entitlement to maternity leave. As such, special exceptions apply in the case of maternity leave.

The school will usually hold an informal meeting to discuss the best way to manage your holiday entitlement during your proposed period of maternity leave as soon as possible after notification of your Intended Start Date. The options the school will consider with you may include:

* Arrangement to take the period of holiday entitlement that you would have accrued but been unable to take during that holiday year by reason of proposed maternity leave dates prior to the commencement of maternity leave;
* Arrangement to allow for an exceptional carry-over of such holiday entitlement to the following year to be taken at such time or times as the school’s operational needs and requirements dictate;
* Discussion regarding the possibility of voluntarily changing your Intended Start Date to enable you to take holiday entitlement prior to commencement of maternity leave. If you wish to choose this option, you will be required to submit notification of intention to delay the start of your maternity leave as above within 28 days of the original Intended Start Date;
* Discussion regarding the possibility of voluntarily changing your Expected Return Date by substituting days of AML which are unremunerated for holiday days which will be paid at your normal rate of pay. If you wish to choose this option, you will be required to submit notification of intention to alter your Expected Return Date.

The school must, in considering the alternatives with you, have regard to its operational requirements, needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

**Pension**

If you are a member of the Teachers’ Pension Scheme or the Local Government Pension Scheme, during OML and any further period of paid maternity leave, the school will continue to make any employer contributions, based on the terms of the scheme. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact your [NAME] in the first instance.

During unpaid AML and any additional unpaid maternity leave the school will not make any payments into the Teachers’ Pension scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date. If pension contributions are not paid during the unpaid period of maternity leave, this period will not count in the calculation of pensionable service.

**Redundancy during Maternity Leave**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal of any suitable alternative vacancies that are appropriate to their skills.

**Keeping in touch during Maternity Leave**

The school may make reasonable contact with you from time to time during your maternity leave. This might be to discuss arrangements for your return to work, to update you on any significant changes in the workplace whilst you have been away or to discuss any training needs you may have. We may agree to you working (including attending training) for up to 10 normal working days during maternity leave without bringing your maternity leave or SMP to an end. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day (KIT Day) and this will be inclusive of any maternity pay entitlement. Alternatively, we may agree to you receiving the equivalent time off in lieu.

You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth and KIT Days may not therefore be arranged during that time.

**Returning to Work**

Prior to you taking maternity leave, following receipt of your notification in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start date of maternity leave with a revised Expected Return Date.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

(a) Updating you on any changes that have occurred during your absence;

(b) Any training needs you might have; and

(c) Any changes to working arrangements (for example if you have made a request to work part-time).

**Changing your Return Date**

If you wish to return to work earlier than the Expected Return Date, you must give us 21 days prior notice. It is helpful if you give this notice in writing.

If not, enough notice is given, we may postpone your return date until 21 days after you gave notice, or to the Expected Return Date if sooner.

If you wish to return later than the Expected Return Date, you should either:

* Request unpaid parental leave in accordance with our Parental Leave policy, giving us as much notice as possible but not less than 21 days; or
* Request paid annual leave in accordance with your contract of employment, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

In any other case, late return will be treated as unauthorised absence.

In addition to the above requirements, non-teaching employees entitled to the Enhanced Maternity Scheme are required to confirm in writing to the school their intention to return to work for a period of at least 3 months following the end of maternity leave.

Teaching staff are under an obligation to return to their job for at least 13 weeks (including periods of School closure) as a qualifying condition to Enhanced Maternity Pay.

Any non-teaching employee taking the Enhanced Maternity Pay package who does not return to work for at least three months may be required to repay all or a proportion of the maternity pay received. Where the School makes an employee redundant within the three-month period the requirement to repay maternity pay shall not apply.

Teaching staff who are not available, or are unable, to return to their job for the required period, shall repay such sum after the first six weeks’ payment as the school (the employer), at its discretion may decide. Payments made by way of SMP are not refundable.

**Your rights when you return**

You are normally entitled to return to work in the same position as you held before commencing maternity leave. Your terms of employment shall be the same as they would have been had you not been absent.

However, if you have taken any period of AML, or more than four weeks’ parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may provide you with another suitable and appropriate position on terms and conditions that are not less favourable.

**Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise, we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SMP.

**Switching to Shared Parental Leave**

In some cases, you and your spouse, civil partner or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your spouse, civil partner or partner should check with their employer that they are eligible.

You would need to give us at least eight weeks’ written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth. You would then be able to share any remaining leave with your spouse, civil partner or partner. Please refer to the Shared Parental Leave Policy for further information.

**Maternity Support Leave (Support staff only)**

Maternity support leave of 5 days with pay shall be granted to the child’s father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

**Flexible Working**

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. However, employees should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.

The school will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business.

It is helpful if requests are made as early as possible.

Employees should refer to the School’s Flexible Working Policy for further information and practical guidance about making an application to work flexibly.

**Agency workers and maternity**

Agency workers who have completed the 12-week qualifying period must not be unreasonably refused time off during working hours to attend appointments for antenatal care, which have been made on the advice of a medical practitioner, a registered **midwife,** or a registered health visitor. Apart from the first appointment, if requested by her employer, the worker must produce a certificate confirming her pregnancy and a document from one of the above, proving that antenatal appointments have been made. Antenatal care includes classes such as, attending for medical advice, relaxation classes or pre and post birth parenting classes recommended on medical advice.

The duties towards a pregnant agency worker by the school (end user) and the agency are triggered once the worker has notified them that she is expecting or that she has given birth within the last 6 **months,** or she is breast feeding. The agency worker who has completed the **12-week** qualifying period will also be entitled to be paid by the agency at the appropriate hourly rate for attending her antenatal appointments.

Agency workers who have completed the **12-week** qualifying period will also have the same rights to accompany a pregnant employee or worker to antenatal appointments described under the Time Off for Antenatal Appointments policy.