



# Langley Park Learning Trust

## Maternity Policy

Staff at Langley Park Learning Trust

Owner (job role):	Director of HR
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## **1. Introduction**

- 1.1 This policy applies to employees of the Trust only and 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.
- 1.2 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 Trust and is not intended to have contractual effect. It is provided to all employees for guidance only and reflects the Trust's current practices. Subject to minimum statutory requirements from time to time in force, the Trust 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.
- 1.3 This policy refers to the term Expected Week of Childbirth (EWC). This means the week, starting on Sunday and ending on Saturday in which your doctor or your midwife expects you to give birth.
- 1.4 The policy also refers to the Qualifying Week (QW). This means the fifteenth week before your EWC.

## **2. Notification of Pregnancy**

- 2.1 You should inform the Trust as soon as possible that you are pregnant. This is important as there may be health and safety considerations that the Trust needs to take into immediate account to protect the health, safety and welfare of you and the baby you are carrying (see section 5 of this policy for further information).
- 2.2 In any event, you must inform the Trust before the end of the QW, 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.
- 2.3 The Trust requires you to provide a certificate from your doctor or midwife (usually on a MATB1 form) confirming your EWC.

## **3. Notification Time off for ante-natal care**

- 3.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parentcraft classes that your doctor, midwife or health visitor has advised you to attend. You should try to give the Trust as much notice as possible of the appointment for accurate record keeping and so that the Trust has sufficient time to put any cover arrangements in place that may be necessary during your absence.
- 3.2 The Trust may reasonably ask you to provide the following, unless it is the first appointment:
- a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
  - an appointment card.

#### **4. Notification Sickness during Pregnancy**

- 4.1 Periods of pregnancy-related sickness absence shall be paid in accordance with our normal sickness and absence policy in the same manner as any other sickness absence.
- 4.2 You should consult your individual contract of employment and sickness absence policy and procedure for further information about your entitlements.
- 4.3 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.
- 4.4 If you are absent for a pregnancy-related reason during the four weeks before your EWC, your maternity leave will usually start automatically (see section 7 of this policy for further information).

#### **5. Notification Health and Safety Considerations**

- 5.1 The Trust has a general duty to take reasonable steps to ensure the health and safety of all employees at work. We are also required to carry out a specific risk assessment to assess the workplace risks to employees 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 necessary risk assessment, so it is to your advantage to notify us as soon as possible.
- 5.2 The Trust will provide you with information as to any risks identified in the risk assessment, and any preventive and/or protective measures that have been or will be taken.
- 5.3 If the Trust considers that, as a new or expectant mother, you or your baby would be exposed to health and safety hazards in carrying out your normal work we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve but is not limited to:
- 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.
- 5.4 Any risk assessment and preventive and/or protective measures undertaken will be done in consultation with you.

#### **6. Notification Statutory Maternity Leave**

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

- 6.3 All employees are entitled to a period of up to 52 weeks' maternity leave, provided they comply with the notification requirements set out at section 2 of this policy. This is divided into:
- Ordinary Maternity Leave of 26 weeks (OML).
  - Additional Maternity Leave of a further 26 weeks immediately following OML (AML).

## **7. Notification Starting Maternity Leave**

- 7.1 The earliest date you can start maternity leave is 11 weeks before the EWC (unless your child is born prematurely before that date).
- 7.2 You must notify the Trust of your intended start date in accordance with the notification requirements set out at section 2 of this policy.
- 7.3 Once we receive your notification, we will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full 52 week entitlement to maternity leave (Expected Return Date).
- 7.4 You may wish to start your maternity leave a little later than originally intended. If this is the case, you can postpone your intended start date by notifying us in writing at least 28 days before the original intended start date or, if that is not possible, as soon as reasonably practicable.
- 7.5 Alternatively, you may decide that you need or wish to start your maternity leave earlier than originally anticipated. If so, you can bring forward the intended start date by notifying us in writing at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 7.6 Your maternity leave shall start automatically on the earliest of:
- your intended start date (as notified to us in accordance with this policy); or
  - the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or
  - the day after you give birth.
- 7.7 If you are absent for a pregnancy-related reason during the four weeks before the EWC, you must let us know as soon as possible in writing. Maternity leave will be triggered automatically unless both parties agree to delay it.
- 7.8 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 7.9 Employees should note that the law prohibits you from working during the two weeks following childbirth. During this period, you are required to take compulsory maternity leave, even if you do not wish to do so, to protect you and your baby's health, safety, and welfare.

## **8. Notification Terms and Conditions of employment during OML and AML**

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

- 8.2 In particular:
- benefits in kind such as life insurance, health insurance, use of the Trust's sporting and leisure facilities as applicable to you shall continue;
  - annual leave entitlement under your contract shall continue to accrue (see below); and
  - pension benefits shall continue (see below).

## **9. Annual leave entitlements during maternity leave**

- 9.1 During OML and AML your statutory entitlement to paid annual leave will accrue at the normal rate.
- 9.2 Please refer to your contract of employment for the dates of the Trust's holiday year.
- 9.3 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.
- 9.4 However, the Trust recognises that this may operate in such a way as to unfairly disadvantage employees who are on maternity leave and whose maternity leave lasts beyond the end of the holiday year. As such, special exceptions apply in the case of maternity leave as set out further below.
- 9.5 Your Line Manager/Head of Department or Head Teacher 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 Expected Return Date.
- 9.6 The options the Trust will consider in consultation 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 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 Trust's operational needs and requirements dictate;
  - Discussion regarding the possibility of changing the intended start date of your maternity leave voluntarily to enable you to take your holiday entitlement prior to commencing your 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 originally intended start date;
  - Discussion regarding the possibility of changing your intended maternity leave dates, voluntarily, 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 change your Expected Return Date.
- 9.7 The Trust must in considering the alternatives with you have regard to its operational requirements, the effect on other staff, and the needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

## 10. Pension entitlement during maternity leave

- 10.1 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 Trust will continue to make employer contributions, if any, that we would usually make into the pension scheme, based on what your earnings would have been if you had not been on maternity leave, provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact HR in the first instance.
- 10.2 The period of OML and any further period of paid maternity leave counts as pensionable service, provided you make the necessary minimum contributions based on the maternity pay you are receiving.
- 10.3 During any period of unpaid AML and any additional unpaid maternity leave the Trust 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.

## 11. Statutory Maternity Pay

- 11.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (and this excludes keeping in touch or KIT days as below).
- 11.2 You are entitled to SMP if:
- you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
  - 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 EWC;
  - you give at least 28 days' 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 EWC or have already given birth.

- 11.3 SMP is calculated as follows:

First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings 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. This prescribed figure is updated annually. You should contact your Line Manager/Head of Department or the Head Teacher for details of the current rate applicable to you.

- 11.4 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. Income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 11.5 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 EWC.
- 11.6 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.
- 11.7 Staff who are not eligible for SMP will be notified by the Trust and may qualify for Maternity Allowance (MA) instead (see section 15 of this policy).

## **12. Notification Occupational Maternity Pay Scheme**

- 12.1 Teaching and Support Staff who have completed one year's continuous service with the Trust at the beginning of the 11<sup>th</sup> week before the EWC will be entitled to enhanced pay as outlined below, provided they meet all of the qualifying conditions as set out below and have notified us of their pregnancy as required by this policy.

## **13. Teaching Staff**

- 13.1 Teaching staff have an obligation to return to their job for at least 13 weeks (or part time equivalent, including periods of School closure) as a qualifying condition to occupational maternity pay. In the event of the teacher not being available, or being unable, to return to her job for the required period, they will repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not repayable.

First 4 weeks of maternity leave:	Full pay, offset against payments made by way of SMP or Maternity Allowance (MA).
Weeks 5 and 6:	90% of weekly pay offset against payments made by way of SMP or MA.
Weeks 7 to 18:	50% of pay without deductions for SMP and MA, except to the extent by which the combined occupational pay and SMP (or MA if not eligible for SMP) exceeds full pay.
Weeks 19 to 39:	SMP or MA if not eligible for SMP.
Weeks 40 to 52:	No entitlement to pay.



## 14. Support Staff

14.1

For the first six weeks of maternity leave:	90% of weekly pay offset by any payments made by way of SMP or MA.
Weeks 7 to 18 (where the employee has declared in writing of their intention to return to work)*:  *where the employee will return for not less than 3 months	50% of weekly pay without deductions for SMP and MA except to the extent by which the combined occupational pay and SMP (or MA if not eligible for SMP) exceeds full pay. Alternatively, the equivalent amount (6 weeks' pay) may be paid on any other mutually agreed distribution.
Weeks 19 to 39 (where the employee does not intend to return to work):	SMP or MA if not eligible for SMP.
Weeks 40 to 52	No entitlement to pay.

14.2 At your request it is possible for the Trust to withhold the entitlement of 12 weeks half pay if you are uncertain if you will be returning to work or unable to complete three months equivalent service thereafter. Should you elect to do this the 12 weeks occupational entitlement will be paid in retrospect upon your return to work. The SMP or MA component would continue to be paid on normal pay days.

14.3 If you do not return or, having returned, you do not complete 3 months' equivalent service, the Trust will require you to repay the 12 weeks' half salary; this means repayment of the gross amount advanced, less any Statutory Maternity Pay component.

## 15. Maternity Allowance

15.1 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. You will need to make a claim for MA yourself using an MA1 claim form. More information about MA, the eligibility criteria and how to claim is available on <https://www.gov.uk/maternity-allowance>.

## 16. Keeping in touch during maternity leave

16.1 The Trust may make reasonable contact with you from time to time during your maternity leave and will continue to send you all internal information relating to Trust social events, internal changes and job opportunities unless you expressly ask us not to.

16.2 Under legislation, you may work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end. These days are called Keeping in Touch or KIT days. This is not compulsory and must be discussed and agreed with your Head Teacher. In any case, you must not work in the two weeks following childbirth. KIT days may not therefore be arranged during that time.

16.3 The arrangements for any KIT days you wish to have, including pay, would be set by agreement with your Line Manager/Head of Department or the Head Teacher.

16.4 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 to work with your Line Manager/Head of Department or the Head Teacher.

16.5 This may include but is not limited to:

- updating you on any changes that may have occurred;
- discussing any necessary training;
- discussing any changes to working arrangements (for example, if you have made a request to work flexibly);
- discussing and undertaking a risk assessment.

## **17. Shared Parental Leave (SPL)**

17.1 Shared Parental Leave enables eligible mothers, fathers, partners, and adopters to choose how to share time off work after their child is born or placed.

17.2 The option to 'opt in' to Shared Parental Leave applies for parents who meet the eligibility criteria.

17.3 You should refer to the Trust's Shared Parental Leave (Birth) Policy for further guidance and eligibility criteria, including in relation to the notice requirements for bringing your maternity leave to an end and starting SPL.

## **18. Your expected return date**

18.1 Once you have notified us in writing of your intended maternity leave start date, we shall send you a letter within 28 days to inform you of your Expected Return Date.

18.2 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 of maternity leave with a revised Expected Return Date.

18.3 We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your maternity leave that you will be returning to work as expected and/or any changes to your planned return.

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

18.5 If you give insufficient notice, we may postpone your return date until 4 weeks (or 8 weeks if appropriate) after you gave notice, or to the Expected Return Date if sooner.

18.6 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.

18.7 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

18.8 In any other case you must notify the Trust if you will not be at work on your Expected Return Date and comply with the Trust's Absence Reporting procedure. Failure to return to work and

report your absence will be treated as an unauthorised absence. This may, depending on the circumstances, result in disciplinary action in accordance with our Disciplinary Policy and Procedure.

## **19. Deciding not to return to work**

- 19.1 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. You are encouraged to book an informal meeting with your Line Manager/Head of Department or the Head Teacher to discuss this and obtain any information you may require as soon as you able to do so.
- 19.2 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 reasonably require you to return to work for the remainder of the notice period, in accordance with your contract of employment.
- 19.3 Employees are reminded that once you have given notice that you will not be returning to work, you cannot change your mind without our agreement and your contract of employment with the Trust will be terminated accordingly by reason of resignation.
- 19.4 A decision not to return to work does not affect your right to receive SMP.

## **20. Rights on return to work after maternity leave**

- 20.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not taken maternity leave.
- 20.2 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.

## **21. Requests to change working patterns on return**

- 21.1 The Trust will deal with any requests by employees to change their working patterns (such as working part-time) in accordance with its Flexible Working Policy.
- 21.2 Please refer to the Trust's Flexible Working Policy for further information and practical guidance about making a flexible working request. It is helpful if requests are made as early as possible.