



Maternity Leave Policy

This Policy applies will apply to all schools and employees within the Lighthouse Trust Partnership.

Policy approved by the Trust Board

Signed:

A handwritten signature in black ink, appearing to read "A Haysom".

Date: 16 March 2020

Name: Adele Haysom
Chair of the Board of Trustees

Authorised for issue

Signed: A handwritten signature in blue ink, appearing to read "Gary Lewis".

Name: Gary Lewis
Chief Executive Officer (CEO)

Date: 16 March 2020

Document History

Version	Author/Owner	Drafted	Comments
1.0	Amy Sutton	07.08.2018	This policy has a new section at the end of the document on still birth.
1.1	Amy Sutton	01.01.2020	This policy was separated from the Maternity, Paternity, Adoption, Parental & Shared Parental Policy.

Date Policy Adopted	
Review cycle	Every 3 years
Review date	Autumn Term 2022

Maternity Leave Policy

1. Introduction

This policy sets out statutory and contractual rights in relation to maternity, leave for employees at the Lighthouse Schools Partnership Trust. It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. This policy reflects our commitment to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. No-one will be discriminated against, be subject to detriment or lose career development opportunities by taking leave under this policy.

2. Scope of Policy

This policy applies to all employees of the Trust. The policy does not apply to agency workers, consultants or the self-employed.

All eligible pregnant staff members and new mothers, regardless of the gender of an employee's partner.

3. Key principles

1. All eligible staff are entitled to take up to a maximum of 52 week's maternity leave, combining both paid and unpaid maternity leave, regardless of the number of hours they work or their length of service.
2. The Trust maternity pay provision, which is an enhanced provision and incorporates the statutory entitlement where applicable, is available to staff who meet specific eligibility criteria. Where this criteria is not met an individual may alternatively be able to meet either the Statutory Maternity Pay (SMP) or Maternity Allowance (MA) eligibility criteria.
3. All contractual benefits with the exception of pay will continue to accrue during the whole period of maternity leave.
4. Keeping in touch days are available to support continued communication during the Maternity absence.
5. Annual leave can be used flexibly outside of the maternity absence; subject to agreement/business needs to support effective planning.

4. How the Trust supports this policy

A maternity toolkit has been designed to guide both staff and managers through the maternity process by providing a concise overview of what to expect and consider before, during and after maternity leave. In addition to the above, there are also a number of family friendly policies aimed at supporting staff achieve work/life balance

and meet demands faced when caring for dependents e.g. flexible working, parental leave, the ability to purchase additional leave, the use of additional paternity/partner leave (to enable the sharing of the responsibilities for the care of the child during its first year).

Maternity Leave and Pay

1. Introduction

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth.

2. Notification

2.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety issues.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell your Headteacher (for LSP staff, Executive Principal) in writing:

- That you are pregnant
- The Expected Week of Childbirth (EWC)
- The date on which you would like to start your maternity leave (**Intended Start Date**)

2.2 You **must** provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth (this is not available before the 20th week of pregnancy and is usually provided around the 21st – 24th week of pregnancy).

3. Time Off for Ante-Natal appointments

If you are pregnant you may take reasonable paid time off during working hours for antenatal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You need to give the Trust as much notice as possible of the appointment and wherever possible, try to arrange these near to the start or end of the working day.

4. Sickness

4.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

4.2 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.

4.3 If you are absent due to sickness for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will start automatically (see paragraph 7, Starting maternity leave).

5. Health & Safety

5.1 The Trust has a general duty to take care of the health and safety of all employees including carrying out a risk assessment to identify and assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

5.2 The Trust will provide you 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 the Trust considers that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties we will take reasonable steps necessary (for as long as 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.

6. Entitlement to Maternity leave

All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' maternity leave which is divided into:

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

7. Starting Maternity Leave

7.1 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). Maternity leave can commence on any day of the week.

7.2 You must notify your Headteacher in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 2.2). The Trust 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 entitlement to maternity leave (**Expected Return Date**).

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

7.4 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable

7.5 Maternity leave shall start on the earlier of: Your Intended Start Date (if 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 Expected Week of Childbirth; or The day after you give birth.

7.6 If you give birth before your maternity leave was due to start, you must let your Headteacher know the date of the birth in writing as soon as possible.

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

7.8 Shortly before your maternity leave starts, you and your line manager will discuss the arrangements for covering your work and how you will remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events. However, an 'out of office' message will be left on your school email account.

8. Statutory Maternity Pay

8.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 12). You are entitled to SMP if: You have been continuously employed for at least 26 weeks at the end of the 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 Expected Week of Childbirth;
- 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 Expected Week of Childbirth or have already given birth.

8.2 SMP is calculated as follows:

Weeks 1 - 6	90% of your average weekly earnings, calculated over the Relevant Period. This is called the Earnings-Related Rate.
Weeks 7 - 39	The Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate (90% of your average weekly earnings) if this is lower.

8.3 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.

8.4 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.

8.5 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.

9. Contractual Maternity Pay

9.1 Teaching Staff

9.1.1 Teaching staff with at least twelve months' continuous service at the 11th week before the EWC will be entitled to receive contractual maternity pay as follows, in addition to payments set out in 8 (if eligible):

Weeks 1 - 4	Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 5 - 6	90 % of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay.

9.1.2 You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13-week period, you will be required to refund the amount paid to you for this period.

9.1.3 If you request to reduce your hours on your return and your request is agreed, this 13-week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

9.2 Support Staff

9.2.1 Support staff with twelve months' continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in 8:

Weeks 1 – 6	90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 7 - 18	50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay.

9.2.2 You must return to your job for at least 3 months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 3 month period, you will be required to refund the amount paid to you for this period.

9.2.3 If you request to reduce your hours on your return and your request is agreed, this 3-month period will be extended to equate to 3 months of service based on the number of hours you worked prior to your reduction in hours.

10. Terms and Conditions during OML & 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 and health insurance shall continue;
- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 10, Annual leave); and
- Pension benefits shall continue (see paragraph 12, Pensions).

11. Annual Leave

11.1 All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.

11.2 Teaching Staff

11.2.1 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

11.2.2 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be

entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

11.3 Support Staff – term time only/term time plus days

11.3.1 The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

11.3.2 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

Support Staff – full working year

11.3.4 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over to the next annual leave year and must be taken immediately before returning to work unless your Headteacher agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at the Headteacher's discretion. Please discuss your annual leave plans with your line manager in accordance with the Trust annual leave policy and procedures, before starting maternity leave. All holiday dates are subject to approval by your manager. The Trust annual leave year runs from 1 September to 31 August.

12. Pensions

12.1 During OML and any further period of paid maternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0345 6066166 and for support staff, this will be Avon Pension Fund on 01225 477000.

12.2 During any period of unpaid maternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid maternity leave, but you can

purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

13. Keeping in Touch

13.1 The Trust will make reasonable contact with you from time to time during your maternity leave.

13.2 You may work (including attending training) for up to ten days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as Keeping in Touch (KIT) days. The arrangements, including pay, would be set by agreement with your line manager however the Trust protocol is that payment for KIT day will be at your normal hourly/daily rate and the number of hours worked offset against SMP.

Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your ten KIT days, if you do any further work you will lose a week's SMP for the week in which you have done that work.

KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally the Trust may refuse a request from you for you to work a KIT day.

13.3 Shortly before you are due to return to work, the Trust will contact you to invite you into School to have a discussion (whether in person or by telephone) about the arrangements for your return. This could be one of your KIT days. This may cover:

Updating you on any changes that have occurred during your absence; Any training needs you might have; and

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

13.5 You are not obliged to attend a meeting not use KIT days, however the Trust encourages you to do so.

14. Return to Work Date

14.1 Once you have notified the Trust in writing of your Intended Start Date the Trust will write to you 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) the Trust will write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

14.2 The Trust will expect you back at work on your Expected Return Date unless you notify the School otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

14.3 The Trust assumes all employees will take their full leave entitlement and will return on their original contract.

15. Returning Early

If you wish to return to work earlier than the Expected Return Date, you must give the Trust 21 days' prior notice in writing. If not enough notice is given, the Trust may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

16. Returning Late

16.1 If you wish to return later than the Expected Return Date, you may request unpaid parental leave in accordance with section E, 'Parental Leave', giving the Trust as much notice as possible but not less than 21 days.

16.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's Managing Attendance Policy will apply.

16.3 Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at the Headteacher's discretion.

16.4 In any other case, late return will be treated as unauthorised absence, and unless there is production of the doctor's certificate, will be unpaid.

16.5 If an employee on maternity leave, does not contact the Trust and does not respond to messages/letters sent to confirm returning to work AND fails to arrive back at work on the expected Start date, the Trust will terminate employment with immediate effect on that date.

17. Deciding Not to Return

17.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with the Trust 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 the Trust may require you to return to work for the remainder of the notice period.

17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without the Trust's agreement and Section 16 may apply.

17.3 This does not affect your right to receive SMP.

18. Your Rights when you Return

18.1 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 had you not been absent.

18.2 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 into the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

19. Requests to Change your Working Pattern

The Trust 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. There is no right to insist on working part-time, but you do have a statutory right to request flexible working. We will consider your request in accordance with the provisions of this statutory right, bearing in mind the needs of our organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in the Trust's Flexible Working Policy.

20. Shared Parental Leave

You may choose to end your maternity leave and take shared parental leave. See Shared Parental Leave policy for further details.

21. Useful links for expectant Mothers

<http://www.hse.gov.uk/mothers/>

Support Networks:

EASE provides a 24hr Freephone Counselling and Information Line which gives you immediate access to free and confidential advice from a team of friendly, qualified Counsellors, Medical Advisors and Lawyers. If you wish to speak to a Counsellor, Medical Advisor or Lawyer, simply call the 24hr freephone* **0800 092 0987** and quote the special Scheme Number **72114**.

Risk Assessment:

<H:\LSP Policies\HR Policies, Forms, Templates & Letters\Maternity, Paternity and ShPP\LSP - Risk Assessment for Expectant Mothers - July 2018.doc>

<https://www.mumsnet.com/>

Offering a collective pool of knowledge, forums and advice for parents to children of all ages.

The following section provides details on parents who have lost a baby.

22. For parents who have lost a baby before 24 weeks:

For legal purposes this is known as a late miscarriage and mums don't qualify for Maternity Pay. This might feel very unfair if you lost a baby very close to 24 weeks but it is the current situation. However, you will be entitled to Sick Leave, immediately after the miscarriage. You may need a Fit Note (previously called a Sick Note) from your GP.

If you've had a late miscarriage, you should be entitled to Statutory Sick Pay, paid for up to 28 weeks (depending on your employment contract).

In some circumstances, your employer may give you Compassionate Leave and Time Off for Dependants. (TOFD). You are legally entitled to TOFD in certain circumstances, but your entitlement to Compassionate Leave depends on your contract of employment and your employer's policy.

Dads, or a mum's female partner (who has the same rights as a father), may be entitled to Sick Leave and Sick Pay, Compassionate Leave or Time Off for Dependants. You'll need to look at your contract and contact your employer about this.

For parents who lost a baby after 24 weeks, or if the baby was born alive at any stage of pregnancy and then died

- Mothers are entitled to 52 weeks' maternity leave
- If you gave birth before your maternity leave started, your leave starts the day after you gave birth

Dads, or partners, may be entitled to one or two consecutive weeks' Paternity Leave from your employer. Sick Leave and Sick Pay, Compassionate Leave or Time Off for Dependants. You will need to look at your contract and contact your employer.

Here's our list of helpful organisations:

<https://www.tommys.org/>

<https://www.gov.uk/guidance/statutory-maternity-pay-employee-circumstances-that-affect-payment>

EASE provides a 24hr Freephone Counselling and Information Line which gives you immediate access to free and confidential advice from a team of friendly, qualified Counsellors, Medical Advisors and Lawyers. **EASE** can help with issues such as:

- Stress
- Family difficulties
- Money management

- Relationships
- Substance misuse
- Anxiety
- Bereavement
- Depression
- Problems at work

What's more, up to 6 face to face counselling sessions can be arranged for you by your telephone Counsellor when you call the Freephone Line. The cost of these sessions will automatically be covered for you.

If you wish to speak to a Counsellor, Medical Advisor or Lawyer, simply call the 24hr freephone* **0800 092 0987** and quote the special Scheme Number **72114**.

If you're temporarily away from the UK, Channel Islands or Isle of Man call 44 (0) 1455 255123 from anywhere else in the world. Standard international fees will apply.

No personal information regarding these calls is released to your employer. You do not have to give your name, and the Scheme Number does not in any way identify you as an individual.