

# MATERNITY POLICY

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## 1. ABOUT THIS POLICY

- 1.1 Within this policy 'we' and 'us' means the Federation.
- 1.2 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- 1.3 In some cases you and your spouse 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. Details of SPL are set out in our Shared Parental Leave (Birth) Policy.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

## 2. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

- 2.1 Except where otherwise stated, the Federation Directors, having determined the policy as set out below, will delegate the day-to-day management of the policy to the Executive Principal.
- 2.2 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. ENTITLEMENT TO MATERNITY LEAVE

- 3.1 Any pregnant staff member employed by the Rutland & District Schools' Federation is entitled to 52 weeks maternity leave. This is made up of:
  - 26 weeks of ordinary maternity leave (OML) first, followed by
  - 26 weeks of additional maternity leave (AML)
- 3.2 You do not have to take a full 52 weeks, but you must take:
  - A minimum of 2 weeks' leave following the birth of your baby
  - All of your maternity leave in one go

This is provided they comply with the notification requirements set out overleaf.

#### 4. NOTIFICATION OF PREGNANCY

- 4.1 You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 4.2 Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:
  - that you are pregnant;
  - the week, starting on a Sunday, in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
  - the date on which you would like to start your maternity leave (Intended Start Date of Maternity Pay Period).
- 4.3 You must provide proof of your pregnancy within 21 days before you intend to start your maternity pay. Please submit a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.
- 4.4 You must declare in writing at the time of your notification of pregnancy whether you intend to return to work with us (if that is your intention and if you are able to return to work with us).

#### 5. TIME OFF FOR ANTENATAL CARE AND TO ACCOMPANY A PREGNANT WOMAN TO ANTENATAL APPOINTMENTS

- 5.1 You may take paid time off for ante-natal care under section 55 of the Employment Rights Act 1996, as part of the provisions for maternity leave.
- 5.2 In addition to medical examinations this may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend.
- 5.3 You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them as near to the start or end of the working day.
- 5.4 Unless it is the first appointment, we may ask you for proof, for example your appointment card, of your attendance at ante-natal appointments.
- 5.5 In addition, the father or partner of the pregnant woman may take time off work to attend two antenatal appointments with the expectant mother. All time off work will be unpaid.

## 6. SICKNESS

- 6.1 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. Please also refer to the Federation Sickness Management Policy.
- 6.2 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.
- 6.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will start automatically.

## 7. HEALTH AND SAFETY

- 7.1 Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:
  - 7.1.1 changing your working conditions or hours of work;
  - 7.1.2 offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
  - 7.1.3 suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

## 8. STARTING MATERNITY LEAVE

- 8.1 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).
- 8.2 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.
- 8.3 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.
- 8.4 Your maternity leave will start on the earliest of:
  - 8.4.1 your Intended Start Date (if notified to us in accordance with this policy).
  - 8.4.2 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. 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.

- 8.4.3 the day after 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 in writing as soon as possible.
- 8.5 Shortly before your maternity leave starts we 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 leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 8.6 The law prohibits you from working during the two weeks following childbirth.

## 9. MATERNITY PAY

- 9.1 Employees with less than 1 year of continuous service at the Qualifying Week (the 15th week before the expected week of childbirth) shall be entitled Statutory Maternity Pay (SMP) only.
- 9.2 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 13). You are entitled to SMP if:
  - 9.2.1 you have been continuously employed by Rutland and District Schools' Federation for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
  - 9.2.2 your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
  - 9.2.3 you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
  - 9.2.4 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
  - 9.2.5 you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- 9.3 SMP is for 39 weeks, and is comprised of:
  - 9.3.1 First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period.
  - 9.3.2 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.
- 9.4 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

- 9.5 You are still 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 starts to accrue in whichever is the later of:
- 9.5.1 the week following the week in which employment ends; or
  - 9.5.2 the eleventh week before the Expected Week of Childbirth.
- 9.6 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 on the effective date. 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.
- 9.7 In addition to SMP, eligible employees may also receive Occupational Maternity Pay (OMP). This runs alongside SMP provisions.
- 9.8 You will qualify for OMP if you have been continuously employed by Rutland and District Schools' Federation during the 12-month period ending with the Qualifying Week (for OMP this is the 11th week before the expected week of childbirth) and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12-month period ending with the Qualifying Week.
- 9.9 Payment of the aspect of Occupational Maternity Pay under 9.10.3 below is conditional upon you returning to work for at least 13 weeks after maternity leave. If you do not return to work for this minimum period, the 12 weeks' half pay must be repaid. If you reduce your hours when you return to work, the obligation to work for 13 weeks to retain the OMP increases in proportion. For example, you were full time and must work 13 weeks to retain the half pay – if you return to work at 50% part time of your former contracted hours, you would need to complete 26 weeks service prior to leaving to retain the half pay.
- 9.10 OMP is for 18 weeks, and is comprised of:
- 9.10.1 4 weeks at full pay (90% is made up from SMP)
  - 9.10.2 2 weeks at 90% of contractual pay or SMP at the earnings-related rate whichever is the greater.
  - 9.10.3 12 weeks at half pay (where the Employee intends to return to work) in addition to SMP entitlement – total amount not exceeding full pay.
- 9.11 Employees eligible for (SMP) will have the payments made in the first 6 weeks of absence offset against the payments made under 9.10.1 and 9.10.2 above.

## 10. TERMS AND CONDITIONS DURING OML AND AML

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

- 10.1.1 benefits in kind such as health insurance shall continue;
- 10.1.2 annual leave entitlement under your contract shall continue to accrue and;
- 10.1.3 pension benefits shall continue.

## 11. PENSIONS

11.1 The period of OML (and any further period of paid maternity leave) counts towards our final-salary pension scheme as pensionable service, provided you make the necessary minimum contributions based on the maternity pay you are receiving.

## 12. REDUNDANCIES DURING MATERNITY LEAVE

12.1 In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

## 13. KEEPING IN TOUCH

13.1 We may 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 maternity leave without bringing your maternity leave or SMP to an end (Keeping in Touch Days). This is not compulsory and must be discussed and agreed with your line manager. In any case, you must not work in the two weeks following birth. KIT days are complete full days.

13.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

13.4 Should you work more than 10 KIT days your period of maternity will be deemed to have ended and SMP would cease.

## 14. RETURNING TO WORK

14.1 Once you have notified us in writing of your Expected Return Date, we will communicate with you within 28 days to inform you of your agreed Expected Return Date.

14.2 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:

- 14.2.1 updating you on any changes that have occurred during your absence;

- 14.2.2 any training needs you might have; and
- 14.2.3 any changes to working arrangements (for example if you have made a request to work part-time).
- 14.3 A full-time member of staff may, at the discretion of the Executive Principal, return to work on a part-time basis. Similarly, where the Executive Principal agrees, a part-time member of staff may return to work on a different part-time basis. However, once these elections have been made, there is no automatic right to return to the former contracted hours.
- 14.4 You must give your Employer at least 8 weeks' notice if you would like to change your return-to-work date.

## 15. CHANGING YOUR RETURN DATE

- 15.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
- 15.2 If you wish to return later than the Expected Return Date, you should either:
  - 15.2.1 request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
  - 15.2.2 request paid annual leave in accordance with your contract, which will be at our discretion.
- 15.3 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.

## 16. DECIDING NOT TO RETURN

- 16.1 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. 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.
- 16.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 16.3 This does not affect your right to receive SMP.
- 16.4 If you have taken payment of the 12 weeks at half pay element of OMP, which is only due for colleagues who return to work following childbirth, you will need to return this sum.



## 17. YOUR RIGHTS WHEN YOU RETURN

- 17.1 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.
- 17.2 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.

## 18. SWITCHING TO SHARED PARENTAL LEAVE

- 18.1 In some cases you and your spouse 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 partner should check with their employer if they are eligible. Please refer to the Federation Shared Parental Leave policies for further information.
- 18.2 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 partner. For further information about how SPL works, see our Shared Parental Leave (Birth) Policy.

## 19. FLEXIBLE WORKING

- 19.1 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. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.