Grove Learning Trust

Maternity Policy

Date Ratified:

Spring 2025 – updated Spring 2026

Version – 1

Vision

Together, we will create remarkable schools in which all children can thrive.

As one organisation, Grove Learning Trust, with schools that are unique and united, shares aspiration for our children, which is underpinned by a strong commitment to our values.

Trust >> Connect >> Collaborate

Our policies underpin our vision and set out clearly our expectations of each other.

About this policy

The purpose of this policy is to outline the statutory rights and responsibilities of employees who are pregnant or have recently given birth and set out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.

1. In some cases, the employee's spouse or partner may be eligible to opt into the Shared Parental Leave (**'SPL'**) scheme which gives an employee more flexibility to share the leave and pay available in the first year after birth. However, the employee must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave (Birth) Policy.

2. This policy does not form part of the employee's contract of employment or other contract to provide services, and the Trust may amend it at any time.

Who does this policy apply to?

3. This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers, or interns.

Who is responsible for this policy?

4. Grove Learning Trust has overall responsibility for the effective operation of this policy. Suggestions for changes to this policy should be made to the HR Business Partner.

5. Any questions the employee may have about the day-to-day application of this policy should be referred to the employees Headteacher or the Human Resources Department in the first instance.

6. This policy is reviewed annually by the Grove Learning Trust

Frequently used terms

7. The definitions in this paragraph apply in this policy.

(a) **Partner**: spouse, civil partner, or someone *(of either sex)* with whom the employee lives in an enduring family relationship, but who is not the employees' parent, grandparent, sister, brother, aunt, or uncle.

(b) **Expected Week of Childbirth**: the week, beginning on a Sunday, in which a doctor or midwife expects the child to be born.

(c) **Expected Week of Childbirth**: the week, beginning on a Sunday, in which a doctor or midwife expects the child to be born.

(d) **Qualifying week:** the 15th week before your baby is due.

Related Policies

8. This policy should be read where applicable in conjunction with the Trusts, Paternity Policy, Shared Parental Leave Policy and Adoption Policy.

Entitlement to maternity leave

9. All employees are entitled to up to fifty-two weeks' maternity leave which is divided into:

10. Ordinary Maternity Leave of twenty-six weeks ('**OML'**). This includes a consecutive two-week period immediately following childbirth which is known as compulsory maternity leave.

11. Additional Maternity Leave of a further twenty-six weeks immediately following Ordinary Maternity Leave ('**AML'**).

12. This is provided the employee comply with the notification requirements in paragraph 12.

Notification of pregnancy

13. The employee should inform the Trust as soon as possible that they are pregnant. This is important as there may be health and safety considerations.

14. Before the end of the fifteenth week before the week that the employee expects to give birth *(This is known as the Qualifying Week),* or as soon as reasonably practical afterwards, the employee must inform the Trust:

    (a). That you are pregnant;

(b). The week, starting on a Sunday, in which the doctor or midwife expects the employee to give birth ('**Expected Week of Childbirth**'); and

(c). The date on which the employee would like to start the maternity leave (**Intended Start Date**)

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

Entitlement to Antenatal Leave

16. All pregnant employees, regardless of hours worked, pay or length of service are entitled to reasonable paid time off for antenatal care, made on the advice of a medical practitioner, midwife or health visitor. Antenatal care may include any of the following:
    - Medical appointments including scans or tests
    - Parent craft
    - Relaxation classes

17. Employees are asked to inform the Trust as far in advance as possible of the date and time of any appointment and the best estimate of the length of absence from work, including travelling time if significant. It would also be helpful in many cases if they could try to arrange appointments at the beginning/end of the day or outside of working hours where possible however reasonable time off will be granted.

18. The Trust may request to see an appointment card or equivalent document showing that an appointment has been made prior to the appointment taking place.

19. The time taken to attend such appointments within an employee's working hours for that day (including reasonable travelling time) will be paid at the usual rate provided the employee has complied with the above requirements.

20. An employee who's partner is pregnant is entitled to time off work to attend antenatal appointments. Grove Learning Trust honours 4 occasions as standard. This time off is usually unpaid and is for a maximum of 6.5 hours

for each appointment. It is expected that medical appointments will be made out of school hours wherever possible. It is recognised that in some circumstances, this may not be possible . However, appointments in work time should be kept to a minimum and cause as little disruption as possible. In any event, prior approval to attend an appointment will need to be sought and agreed.

Sickness

21. Periods of pregnancy-related sickness absence shall be paid in accordance with the Trust's Sickness Absence Policy in the same manner as any other sickness absence.

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

23. If the employee is absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, the period of maternity leave will usually start automatically.

Health and safety

24. It is advised for an employee to advise the Trust of their pregnancy as soon as they become aware of the pregnancy to allow the Trust to safeguard the wellbeing of both mother and baby. Once the employee has notified the Trust of the pregnancy, the Trust will carry out a risk assessment, and identify any preventive and protective measures that the Trust considers to be appropriate. The Trust will take such steps as necessary to avoid any risks identified affecting the employee's health and safety as a new or expectant mother or that of the baby. This may involve:

(a). Changing the employee's working conditions or hours of work;

(b). Offering suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

(c). Suspending the employee from duties, which will be on full pay unless the employee has unreasonably refused suitable alternative work. Maternity leave will begin at the point the employee has requested or at the time of childbirth, whichever is earlier.

Starting maternity leave

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

25. The employee can postpone the Intended Start Date by informing the Trust in writing at least twenty-eight days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

26. The employee can bring forward the Intended Start Date by informing the Trust at least twenty-eight days before the new start date, or if that is not possible, as soon as reasonably practicable.

27. The maternity leave will start on the earliest of:

(a). The Intended Start Date *(if notified to the Trust in accordance with this policy);*

(b). The day immediately following the day which the employee is absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens the employee must let the Trust know as soon as possible in writing. Maternity leave will then be triggered unless the Trust agree to delay it; or

(c). The day after the employee gives birth. If the birth is before the maternity leave was due to start, the employee must give written notice of the baby's birth date to the Trust as soon as possible. Your maternity leave and pay will then be triggered.

28. Shortly before the maternity leave starts, the Trust will discuss with the employee the arrangements for covering the employee's work and the opportunities for the employee to remain in contact, should the employee wish to do so, during the period of maternity leave. Unless the employee request otherwise, the employee will remain on circulation lists for internal news, job vacancies, training, and work-related social events. the Trust may make reasonable contact with the employee throughout the maternity leave, as required by law.

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

Maternity Pay

30. Statutory Maternity Pay ('**SMP'**) is payable for up to thirty-nine weeks. SMP will stop being payable if the employee returns to work except where the employee is simply keeping in touch (KIT days).

31. The employee is entitled to SMP if:

(a). The employee has been continuously employed for at least twenty-six weeks at the end of the Qualifying Week and is still employed by the Trust during that week;

(b). The employee's average weekly earnings during the eight weeks ending with the Qualifying Week ('**the Relevant Period**') are not less than the lower earnings limit set by the Government;

(c). The employee provides the Trust with a doctor's or midwife's certificate *(MAT B1 form)* stating the Expected Week of Childbirth;

(d). The employee gives at least twenty-eight days' notice or, if that is not possible, as much notice as possible of the employee's intention to take maternity leave; and

(e). The employee is pregnant eleven weeks before the start of the Expected Week of Childbirth or has already given birth.

32. SMP is calculated as follows:

(a). First six weeks: SMP is paid at the **Earnings-Related Rate** of ninety per cent of the employee's average weekly earnings calculated over the Relevant Period.

(b). Remaining thirty-three 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.

33. SMP accrues from the day on which the employee commences 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.

34. The employee is still eligible for SMP if the employee leaves their employment for any reason after the start of the Qualifying Week for example, if the employee resigns or is made redundant. In such cases, if the employee's maternity leave has not already begun, SMP starts to accrue in whichever is the later of:

(a). The week following the week in which employment ends; or

(b). The eleventh week before the Expected Week of Childbirth.

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

36. The employee may also be entitled to OHP (see below) for which they will have to fulfill certain criteria, and which is conditional on a return to work at the same school for the equivalent of 13 weeks at the end of maternity leave. The employee can elect to receive this either after the first 6 weeks' SMP or MA (and concurrent with the lower rate SMP), or when they return to work at the end of maternity leave. If they do not return to work, they will be required to refund any overpayments (excluding the statutory maternity pay element). OHP must be paid back within 4 weeks.

Occupational Maternity Pay lasts for 18 weeks and is paid at

- Full pay for the first 4 weeks of maternity leave, if eligible this includes entitlement to statutory maternity pay.
- 90% of weekly pay for next 2 weeks, if eligible this includes entitlement to statutory maternity pay.
- Half pay for the next 12 weeks. If eligible entitlement to statutory maternity pay is paid on top of this amount, providing half pay plus SMP does not equal more than full pay.

If the employee is not sure whether they will return to work, they can ask for the half pay to be withheld until they have made a decision.

Terms and conditions during OML and AML

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

(a). Benefits in kind such as life insurance, health insurance, gym membership if applicable shall continue;

(b). Annual leave entitlement under the employee's contract of employment shall continue to accrue; and

(c). Pension benefits shall continue.

Pensions

40. During OML and any further period of paid maternity leave the Trust shall continue to make any employer contributions that the Trust usually make into a money-purchase pension scheme, based on what the employee's earnings would have been if the employee had not been on maternity leave provided that the employee continues to make contributions based on the maternity pay the employee is receiving. If the employee wishes to increase any contributions to adjust any shortfall from those based on the employee's normal salary, the employee should contact the Human Resources Department or the Pensions Administrator.

Redundancies during maternity leave

41. If the employee's post is affected by a redundancy situation that occurs during the period of pregnancy, maternity leave, and up until 18 months of the child's date of birth, if notified to the employer before the end of maternity leave, (or 18 months from the Expected Week of Childbirth if not notified). The Trust shall write to inform the employee of any proposals and shall invite the employee to a meeting before any final decision is reached as to redundancies. Employees on maternity, adoption or shared parental leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

42. For an employee who has suffers a miscarriage before 24 weeks (of the expected date of birth) the employee will be entitled to protection from redundancy as stated in paragraph 40 from when the employer was notified of the pregnancy until 2 weeks after the end of the pregnancy. For pregnancies that ended after 24 weeks (of the expected date of birth) are classed as stillbirths and the employee would be entitled to the statutory entitlements as detailed in this policy.

Keeping in touch

43. The Trust may make reasonable contact with the employee from time to time during the maternity leave.

44. The employee may ask or be asked to work *(including attending training)* for up to ten 'keeping-in-touch' days during the period of maternity leave without bringing the maternity leave or SMP to an end. This is not compulsory and must be discussed and agreed with the Headteacher or the Human Resources Department. In any case, the employee must not work in the two weeks following birth.

45. The employee will be paid at their 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. Alternatively, the employee may agree with the Headteacher or the Human Resources Department to receive the equivalent paid time off in lieu. A Keeping in Touch Day should reflect the hours worked in a normal working day for the employee.

Circumstances where entitlements will be affected

46. An employee's entitlement to maternity leave will be affected under the following circumstances:

Childbirth:

47. If the employee has a miscarriage or stillbirth before the end of 24th week of her pregnancy, the employee will not be entitled to maternity benefits however, the employee will be entitled to receive sick pay and leave benefits. For those impacted by a redundancy situation please see 'redundancies during maternity leave section.

48. If the employee has a miscarriage or stillbirth after the end of 24th week of pregnancy (during 25th week of pregnancy or onwards) the employee will be entitled to receive full maternity leave and pay. For those impacted by a redundancy situation please see 'redundancies during maternity leave section.

Adoption:

49. If the proposed adoption placement does not go ahead at all, the employee is not entitled to receive any maternity benefits.

50. If the child that has been placed with the adopter ceases to live with the adopter during the statutory maternity pay period, the employee will continue to be entitled to maternity leave and pay benefits.

51. In adoption, fostering for adoption and surrogacy cases, the employee may wish to consider adoption leave instead *(see the Trust's Adoption Leave Policy)*. Only one parent can take adoption leave. The employee should discuss this with their Partner; an employee cannot take both maternity leave and adoption leave.

Neonatal Care Leave and Pay:

52. Parents of babies requiring neonatal care (at least 7 consecutive days within the first 28 days after birth) will be entitled to neonatal care leave of up to 12 weeks as a day one right.
53. To qualify for paid leave, employees need to meet the same qualifying conditions as for statutory maternity pay.
54. The rate of pay will be the same as SMP

Returning to work

55. Once the employee has notified the Trust in writing of the Intended Maternity Leave Start Date, the Trust shall send the employee a letter within twenty-eight days to inform the employee of the Expected Return Date. If the maternity leave start date has been changed either because the employee gave the Trust notice to change it, or because maternity leave started early due to illness or premature childbirth, the Trust shall write to the employee within twenty-eight days of the start of maternity leave with a revised Expected Return Date.

56. Shortly before the employee is due to return to work, the Trust may invite the employee to have a discussion whether in person, by telephone or social media about the arrangements for the employee's return.

57. This may cover:

(a). Updating the employee on any changes that have occurred during the period of absence;

(b). Any training needs the employee might have; and

(c). Any changes to working arrangements; for example, if the employee has made a flexible working request to work part-time; *()*.

Changing your return date

58. If the employee wishes to return to work earlier than the Expected Return Date, the employee must give the Trust written notice of at least eight weeks or as otherwise agreed. If the employee does not provide enough notice, the Trust may postpone the employees return date until a date eight weeks after the employee gave notice, or to the Expected Return Date if sooner.

59. If the employee wishes to return later than the Expected Return Date, the employee should either:

    (a). Request unpaid parental leave in accordance with the Trusts Parental Leave Policy, providing the Trust as much notice as possible but not less than twenty-one days; or

    (b). Request paid annual leave in accordance with the employee's contract of employment, this will be at the Trust discretion.

60. If the employee is unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust Sickness Absence Policy will apply.

Deciding not to return

61. If the employee does not intend to return to work, or is unsure, the employee should discuss this with the Trust as early as possible. If the employee decides not to return the employee should give notice of resignation in accordance with their contract of employment. The amount of maternity leave left when the employee gives notice must be at least equal to the contractual notice period, otherwise, the Trust may require the employee to return to work for the remainder of the notice period.

62. Once the employee has given notice that they will not be return to work, the employee cannot reconsider without the agreement of the Trust.
63. This does not affect the employees right to receive SMP.

Your rights when you return

64. The employee is normally entitled to return to same position as was held before commencing leave. The employee's terms of employment shall be the same as they would have been had the employee not been absent.

65. However, if the employee has taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for the Trust to allow the employee to return into the same position, the Trust may give the employee another suitable and appropriate position on terms and conditions that are not less favourable.

Shared parental leave

66. In some cases, the employee and their 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. The employees' spouse or partner should check with their employer if they are eligible.

67. The employee will need to give the Trust at least eight weeks' written notice to end the maternity leave and opt into SPL. The employee can give this notice before or after the birth but must remain on maternity leave until at least two weeks after birth. The employee would then be able to share any remaining leave with their spouse or partner. For further information about how SPL works, see our Shared Parental Leave (Birth) Policy.

Flexible working

68. 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 flexible working arrangements, but the employee does have a statutory right to request flexible working and the Trust will try to accommodate the employees wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the Trust. 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.