



For all schools in the Bosco Catholic Education Trust

This Policy has been approved and adopted by the Bosco Catholic Education Trust.

December 2023	September 2026

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The Bosco Catholic Education Trust is a Christ-centred family of Catholic academies, within the Diocese of Arundel and Brighton, working together as one body to provide an outstanding education for all. As Catholic schools, we endeavour to develop confident, compassionate and faithful young people. Through partnership, collaboration and mutual support, we seek to enable all those entrusted to our care to become the person God called them to be.

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This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, parental leave and shared parental leave for employees of Bosco Catholic Education 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.

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

This policy is reviewed and amended annually by the Trust. We will monitor the application and outcomes of this policy to ensure it is working effectively. This policy applies to all employees of the Trust. The policy does not apply to agency workers, consultants or the self-employed.

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The following definitions apply in this policy:

5.2.2 Offering you suitable alternative work on terms and conditions that are the same

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- 9.2 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.
- 9.3 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.
- 9.4 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.

- 9.5 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.
- 9.6 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.
- 10.1 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 life insurance and health insurance shall continue;
 - 10.1.2 Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 11, Annual leave); and
 - 10.1.3 Pension benefits shall continue (see paragraph 12, Pensions).
- 11.1 All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.
- 11.2 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.
- 11.3 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.

- 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.
- 13.4 KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day. In any case, you must not work during the 2 weeks following the birth of your child.
- 13.5 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 could be one of your KIT days. This may cover:
- 13.5.1 Updating you on any changes that have occurred during your absence;
 - 13.5.2 Any training needs you might have; and
 - 13.5.3 Any changes to working arrangements (for example if you have made a request to work part-time)
- 14.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
- 14.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.
- 15.1 If you wish to return to work earlier than the Expected Return Date, you must provide us with 21 days prior notice in writing. If not enough notice is provided, we may postpone your return date until 15.1

- 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.
- 19.1 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 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 our Flexible Working Policy.

This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive ante-natal care, paternity leave and pay. This section can apply to eligible employees of either gender for the purpose of caring for a child or supporting the child's other parent subject to the qualifying conditions as set out below.

2.1 Employees are entitled to take unpaid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than 6 and a half hours each (including travel and waiting time), if you:

2.1.1 Are the biological father of the child; or

2.1.2 Are the spouse or civil partner of the pregnant employee; or

2.1.3 Live with the pregnant employee in an enduring family relationship and are not a relative; or

2.1.4 The pregnant employee has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or

2.1.5 You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

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You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave. Further details are set out in Section F, Shared Parental Leave and Pay.

- 4.1 Maternity support leave is up to one week with full pay and must be taken as one period at a time mutually agreed by you and your Headteacher.
 - 4.2 Maternity support leave can be taken from the date of the child's birth or adoption placement, but must end:
 - 4.2.1 In birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.
 - 4.2.2 In adoption cases, within 56 days of the child's placement.
 - 4.3 You may combine maternity support leave with up to one additional week of paternity leave (if eligible) to give a total of 'two weeks' paternity leave, but these must be taken as consecutive weeks.
 - 4.4 Maternity support leave is only available if you are a member of support staff who is covered by the National Joint Council (NJC) Conditions of Service, and you are either:
 - 4.4.1 The child's father.
 - 4.4.2 The partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.
 - 4.5 Maternity support leave is available to both men and women. Teachers are not eligible for maternity support leave.
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- 5.1 Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
 - 5.2 Paternity Leave can be taken from the date of the child's birth or adoption placement, or a later date of your choosing, but must end:
 - 5.2.1 In birth cases, within 56 days' (8 weeks) of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.
 - 5.2.2 In adoption cases, within 56 days' (8 weeks) of the child's placement.
 - 5.3 You are entitled to paternity leave if you meet all the following conditions:
 - 5.3.1 You have been continuously employed by us for at least 26 weeks' ending with:
 - 5.3.1.1 In birth cases, the 15th week before the Expected Week of Childbirth.
 - 5.3.1.2 In adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child.
 - 5.3.2 You:
 - 5.3.2.1 Are the biological father of the child; or
 - 5.3.2.2 Have been matched with a child by an adoption agency; or
 - 5.3.2.3 Have had a child placed with you by a local authority under a fostering for adoption arrangement; or
 - 5.3.2.4 Are the spouse, civil partner or partner of the child's mother; or
 - 5.3.2.5 Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency; or

5.3.2.6 Your spouse, civil partner or partner is one of the child's legal parents, and you expect to obtain a parental order giving you or your partner responsibility for the child; or

5.3.2.7 Are the spouse, civil partner or partner of a child placed with you by a local authority under a fostering for adoption arrangement.

5.3.3 You:

5.3.3.1 Expect to have main responsibility (with the child's mother, or your partner) for the child's upbringing; or

5.3.3.2 Are the child's biological father and you expecting to have some responsibility for the child's upbringing.

5.3.3.3 Are taking leave for the purpose of caring for the child, or supporting the child's mother, or your partner in caring for the child.

6.1 If you are eligible and wish to take paternity leave or maternity support leave in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week, or no more than 7 days after you and/or your partner were notified of having been matched with the child, or if this is not possible, as soon as you can.

6.2 You must confirm:

6.2.1 The Expected Week of Childbirth, or the date on which you and your partner were notified of having been matched with the 11 Tf1 0 0 1 lm92 re0 0 1 0 454.4 Tm0 gptyh(w)10(er

14.1 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. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your

This section outlines the statutory rights and responsibilities of employees who adopt, foster a child with a view to possible adoption, have a child through a surrogate mother.

- 2.1 All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' adoption leave which is divided into:
- 2.2 Ordinary adoption leave of 26 weeks (OAL)
- 2.3 Additional adoption leave of a further 26 weeks immediately following OAL (AAL)
- 2.4 Adoption leave is only available if you are a local authority foster parent who has been

3.5 You are entitled to paid time off to attend up to five appointments, lasting no more than 6 and a half hours

5.2.2 The date you received Official Notification; and
5.2.3

- 7.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:
- 7.4.1 14 days before the Expected Placement Date; or
 - 7.4.2 The day after your employment ends,
 - 7.4.3 whichever is the later.
- 7.5 If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.
- 8.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:
- 8.1.1 Benefits in kind such as life insurance and health insurance shall continue;
 - 8.1.2 Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 9, Annual leave); and
 - 8.1.3 Pension benefits shall continue (see paragraph 10, Pensions).
- 9.1 All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment.
- 9.2 The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.
- 9.3 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption 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 adoption 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.
- 9.4 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.
- 9.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption 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 adoption 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.

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

- 12.3.1 Updating you on any changes that have occurred during your absence;
 - 12.3.2 Any training needs you might have; and
 - 12.3.3 Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 18, 'Requests to change your working pattern'.
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- 13.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes, we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.
 - 13.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs, 13, 14 and 15). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.
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- 14.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.
 - 14.2 If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.
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- 15.1 If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with section E, 'Parental Leave' giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.
 - 15.2 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.
 - 15.3 In any other case, late return will be treated as unauthorised absence.
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- 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. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption 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 SAP.

- 18.1 We will deal with any requests by employees to change their working patterns (such as working part time) after adoption 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. The procedure for dealing with such requests is set out in our Flexible Working Policy
- 19.1 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. Your partner should check with their employer if they are eligible.
- 19.2 You would need to give us at least 8 weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least 2 weeks' adoption leave. You would then be able to share any remaining leave with your partner. See Section F, Shared Parental Leave, for further details.

- 1.1 The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.
 - 1.2 This section of the policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
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- 2.1 Employees who fulfil the criteria set out in this paragraph 2.3 (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 3 to paragraph 6.
 - 2.2

- 1.1 This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.
- 1.2 This section applies to employees. It does not apply to agency workers or self-employed contractors.

start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents with a view to possible adoption. You must and you intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
 - 4.2.1 you must have at least 26 weeks continuous employment with us by the end of the

5.2.7 how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have

- 6.4.1 if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;
 - 6.4.2 (birth only) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
 - 6.4.3 if your partner has died.
- 6.5 Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the circumstances in paragraph 6.4.2.
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- 7.1 When a child is born, if you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once the mother has either:
 - 7.1.1 returned to work;
 - 7.1.2 given her employer a curtailment notice to end her maternity leave;
 - 7.1.3 given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
 - 7.1.4 given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).
 - 7.2 When a child is adopted if your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
 - 7.2.1 returned to work;
 - 7.2.2 given their employer a curtailment notice to end adoption leave; or

- 9.4 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in Paragraph 10, below.
- 9.5 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave. [In exceptional circumstances we may agree to accept more than three period of leave notices but there is no obligation for us to do so.]

11.7.2 you are cancelling a request for discontinuous leave within 2 days of the end of the 2-week discussion period under Paragraph 10.2.

entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

- 15.4 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.
- 15.5 Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL 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.

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

- 16.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 16.2

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, but only in the following circumstances:

- 17.3.1 if your SPL and any maternity, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - 17.3.2 if you took SPL consecutively with more than four weeks of parental leave (under our Parental Leave Policy).
- 17.4 If you want to change your hours or other working arrangements on return from SPL, you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 17.5 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract. [This will have an impact on your entitlement to occupational shared parental pay (see Paragraph 12).]