



*I have come that they may have life and have it to the full
(John 10:10)*

MATERNITY POLICY

Policy Overview Info	
Policy	MATERNITY
Author	OLHOC
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Signed on behalf of governors	

This policy is taken from the OLHOC Trust Handbook of Statutory policies and should be read in conjunction with the other policies within the document.

MATERNITY POLICY

1. Introduction

- 1.1. The Trust recognises the need to retain the skills and services of its employees and will proceed on the basis that employees wish to return to work following the birth of their child.
- 1.2. This policy applies to employees of the Trust only and outlines the 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. Arrangements for time off for antenatal appointments and to accompany a pregnant woman to antenatal appointments are set out in the Time off for Antenatal Appointments Policy.
- 1.3. This policy does not apply to agency workers or the self-employed. It does not form part of any employee's contract of employment with the Trust and is not intended to have contractual effect. It is provided to all employees for guidance only and reflects the Trust's current practices. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.
- 1.4. In some cases, you or your spouse, civil partner or partner may be eligible to opt into the shared parental leave scheme, which gives 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. Please refer to the Trust's Shared Parental Leave Policy for further information.

2. Entitlement to Maternity Leave

- 2.1. Regardless of your length of service with the Trust, or the number of hours that you work per week, if you comply with the notification requirements, you will be entitled to 52 weeks' maternity leave, comprising Ordinary Maternity Leave (**OML**) of 26 weeks and Additional Maternity Leave (**AML**) of a further 26 weeks immediately following OML.
- 2.2. Pregnant employees must take a period of compulsory maternity leave (at least 2 weeks) starting on the day their baby is born.

3. Notification of Pregnancy

- 3.1. You must inform the Trust as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2. Notification requirements vary according to whether you are employed in a Support staff role or in a Teaching role, as follows:
 - 3.2.1. Support Staff
- 3.3. At least 28 days before your maternity absence commences, or as soon as reasonably practicable, you confirm in writing, or provide, the following information:
 - 3.3.1.1. That you are pregnant;

- 3.3.1.2. The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**);
 - 3.3.1.3. The date that you would like to start your maternity leave (**Intended Start Date**).
 - 3.3.1.4. A certificate from a doctor or midwife (usually on a MAT B1 Form) confirming your Expected Week of Childbirth.
- 3.3.2. Teaching Staff
- 3.4. Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practicable, you must confirm in writing, or provide, the following information:
- 3.4.1.1. That you wish to wish to take a leave of absence due to maternity;
 - 3.4.1.2. A certificate from a doctor or midwife (usually on a MAT B1 Form) confirming your Expected Week of Childbirth.
- 3.5. At least 21 days before you wish to start maternity leave, or as soon as reasonably practical, you must confirm in writing the following information:
- 3.5.1. That you are pregnant;
 - 3.5.2. The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**);
 - 3.5.3. The date that you would like to start your maternity leave (**Intended Start Date**).
- 3.6. Time Off for Ante-Natal Care
- 3.7. This section of the maternity policy applies to employees and agency workers only. It does not apply to self-employed contractors.
- 3.7.1. If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas and New Year, any breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. The Trust will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 4. Sickness During Pregnancy**
- 4.1. Periods of pregnancy-related sickness absence shall be paid in accordance with the Trust's normal sickness and absence policy in the same manner as any other sickness absence.
 - 4.2. You should consult your individual contract of employment and the Trust's sickness absence policy and procedure for further information.

- 4.3. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 4.4. If you are absent for a pregnancy-related reason during the six weeks before your EWC, your maternity leave will usually start automatically (see below for further information). If this happens, you must inform the Trust as soon as possible in writing.

5. Health and Safety Considerations

- 5.1. The Trust has a general duty to take care of your health and safety. Where required by law to do so, the Trust will carry out a risk assessment of your working environment once you have informed it of your pregnancy. The trust may also carry out a risk assessment if you return to work within six months of giving birth or are still breastfeeding. The earlier you notify the Trust of your circumstances the sooner it can carry out the required risk assessment, so it is to your advantage to notify the Trust as soon as possible.
- 5.2. The Trust will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken.
- 5.3. If the Trust considers that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work, it will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:
 - 5.3.1. changing your working conditions or hours of work;
 - 5.3.2. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - 5.3.3. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

6. Starting Maternity Leave

- 6.1. 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).
- 6.2. You must notify the Trust of your Intended Start Date in accordance with this policy.
- 6.3. Once your notification is received, the Trust will write to you within 28 days to inform you of the date that your maternity leave entitlement will end if you take the full 52 weeks (**Expected Return Date**).
- 6.4. You may amend your Intended Start Date by informing the Trust in writing at least 28 days before the original Intended Start Date or the new start date, whichever is earlier, or if that is not possible, as soon as reasonably practicable.
- 6.5. If you give birth before your Intended Start Date or are absent for a pregnancy-related reason during the 4 weeks immediately prior to your Expected Week of Childbirth, you must inform the Trust in writing as soon as reasonably practicable and notify it of the date on which you gave birth or the date on which your pregnancy-related absence began.
- 6.6. Your maternity leave shall start on the earlier of:
 - 6.6.1. your Intended Start Date (if notified in accordance with this policy); or
 - 6.6.2. 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; or

- 6.6.3. the day after you give birth.
- 6.7. Shortly before your maternity leave starts, the Trust will discuss with you arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your maternity leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 6.8. The law prohibits you from working during the two weeks following childbirth to protect your and your new baby's health, safety and welfare.
- 7. Terms and Conditions of Employment During OML and AML**
- 7.1. All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay.
- 7.2. In particular:
 - 7.2.1. benefits in kind such as use of the Trust's sporting and leisure facilities as applicable shall continue;
 - 7.2.2. annual leave entitlement under your contract shall continue to accrue (see below); and
 - 7.2.3. pension benefits shall continue (see below).
 - 7.2.4. Salary sacrifice schemes may or may not apply during the whole period of maternity leave. Please seek further details with regards to the specific terms of the scheme.
- 8. Annual Leave Entitlements During Maternity Leave**
- 8.1. During OML and AML your statutory entitlement to paid annual leave will accrue at the rate provided under your contract of employment.
- 8.2. Annual leave entitlement cannot usually be carried over from one holiday year to the next and employees are normally required to take their holiday entitlement within the holiday year in which it accrues or forfeit any accrued but untaken holiday entitlement at the end of the holiday year.
- 8.3. The Trust recognises that this may operate in such a way as to unfairly disadvantage employees who elect to take the maximum statutory entitlement to maternity leave. As such, special exceptions apply in the case of maternity leave.
- 8.4. The CEO / Principal / Head Teacher or academy Business Manager will usually hold an informal meeting to discuss the best way to manage your holiday entitlement during your proposed period of maternity leave as soon as possible after notification of your intended start date. The options to be considered with you may include:
 - 8.4.1. Arrangement to take the period of holiday entitlement that you would have accrued but been unable to take during that holiday year by reason of proposed maternity leave prior to the commencement of maternity leave;
 - 8.4.2. Arrangement to allow for an exceptional carry-over of such holiday entitlement to the following year to be taken at such time or times as the Trust's operational needs and requirements dictate;
 - 8.4.3. Discussion regarding the possibility of changing the Intended Start Date of your maternity leave voluntarily to enable you to take your holiday entitlement prior to commencing your maternity leave. If you wish to choose this option, you will be

required to submit notification of intention to delay the start of your maternity leave within 28 days of the original Intended Start Date;

- 8.4.4. Discussion regarding the possibility of voluntarily changing your Expected Return Date by substituting days of AML which are unremunerated for holiday days which will be paid at your normal rate of pay. If you wish to choose this option, you will be required to submit notification of intention to alter your Expected Return Date.
- 8.5. The Trust must consider the alternatives with you have regard to its operational requirements, needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

9. Pension Entitlement During Maternity Leave

- 9.1. During OML and any further period of paid maternity leave, the Trust will continue to make any employer contributions that it usually makes into the Teachers' Pension Scheme or the Local Government Pension Scheme, if applicable, based on the relevant terms of the Scheme. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the relevant Pensions Administrator directly.
- 9.2. During unpaid AML and any additional unpaid maternity leave the Trust will not make any payments into the Teachers' Pension scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date. If pension contributions are not paid during the unpaid period of maternity leave, this period will not count in the calculation of pensionable service.

10. Redundancy During Maternity Leave

- 10.1. In the event that your post is affected by a redundancy situation occurring during your maternity leave, the Trust shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal of any suitable alternative vacancies that are appropriate to their skills.

11. Statutory Maternity Pay

- 11.1. Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (excluding keeping in touch or KIT days as set out below).
- 11.2. You are entitled to SMP if:
 - 11.2.1. you have been continuously employed by the Trust for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
 - 11.2.2. 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;
 - 11.2.3. you provide the Trust with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - 11.2.4. you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of when you intend SMP to start; and
 - 11.2.5. you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth and are absent due to maternity leave.

- 11.3. SMP is calculated as follows:
- 11.3.1. First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings with no upper limit calculated over the Relevant Period;
 - 11.3.2. 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. The Prescribed Rate is updated annually in April. You should contact the CEO / Principal / Head Teacher 's P.A. for details of the rate that will be applicable to you.
- 11.4. SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 11.5. You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:
- 11.5.1. the week following the week in which employment ends; or
 - 11.5.2. the eleventh week before the Expected Week of Childbirth.
- 11.6. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify.
- 11.7. The Trust 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.

12. Maternity Allowance

- 12.1. If you do not qualify for Statutory Maternity Pay you may be entitled to Maternity Allowance for up to 39 weeks. To qualify, you must have been employed or self-employed for 26 weeks out of the 66 weeks before the Expected Week of Childbirth.

13. Occupational Maternity Pay Scheme

- 13.1. Support Staff
- 13.1.1. Support Staff who have less than 1 year's continuous local government service or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to SMP only, if they meet the qualifying conditions.
 - 13.1.2. Support Staff who have at least 1 year's continuous local government service or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to Occupational Maternity Pay (OMP) as set out in the National Agreement on Pay and Conditions of Service (otherwise known as the 'Green Book').
 - 13.1.3. Support staff have a requirement to notify the Trust in writing, of their intention to return to their job for at least 3 months as a qualifying condition to OMP. In the event of the support staff member not being available, or being unable, to return to their job for the required period, they shall repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

OMP for Support Staff

For the first six weeks of absence:	90% of weekly pay offset by any payments made by way of SMP or Maternity Allowance (MA).
For the seventh to eighteenth week of absence inclusive (where the employee has declared in writing of their intention to return to work) * *where the employee will return for not less than 3 months	50% of weekly pay without deduction, unless combined wage and SMP (or MA if not eligible for SMP) exceeds full pay. Alternatively, the equivalent amount (6 weeks' pay) may be paid on any other mutually agreed distribution.
For the nineteenth to thirty-ninth week of absence, or seventh to thirty-ninth week where the employee does not intend to return to work:	SMP or MA (provided they are eligible based on their earnings).
For the fortieth to fifty-second week of absence:	No entitlement to pay.

(N.B. If the baby dies or is stillborn after 24 weeks' pregnancy the maternity scheme outlined above will still apply.)

13.2. Teaching Staff

- 13.2.1. Teaching Staff who have at least 26 weeks continuous employment and at least 1 year's continuous local government service with one or more local education authorities or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to Occupational Maternity Pay (OMP) inclusive of SMP (as set out in the 'Burgundy Book').
- 13.2.2. Teaching Staff who have less than 26 weeks continuous employment at the beginning of the **11th week** before the Expected Week of Childbirth, but more than 1 year's continuous local government service with one or more local education authorities or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to OMP but they will not be entitled to SMP. However, they may be entitled to be paid OMP inclusive of Maternity Allowance (MA) depending on their earnings.
- 13.2.3. Teaching staff who have at least 26 weeks continuous employment with the Trust but less than 1 year's continuous local government service with one of more local education authorities will be entitled to SMP only, depending upon their earnings and them meeting the qualifying conditions.
- 13.2.4. Teaching staff have an obligation to return to their job for at least 13 weeks (including periods of Trust closure) as a qualifying condition of OMPy. Where the Trust agrees for a full-time teacher to return to work on a part-time basis, the teacher has an obligation to return to their job for a period which equates to 13 weeks of full-time service. Where the Trust agrees for a part-time teacher to return to work on a different part-time basis, the teacher has an obligation to return to work for a period which equates to 13 weeks of part-time service under their previous working arrangement.
- 13.2.5. In the event of the teacher not being available, or being unable, to return to their job for the required period, they shall repay such sum after the first six weeks' payment as

the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

OMP for Teaching Staff

First 4 weeks of absence:	Full pay, offset against payments made by way of SMP or MA.
5 th and 6 th week of absence:	90% of weekly pay offset against payments made by way of SMP or MA, if not eligible for SMP.
7 th to 18 th week of absence:	50% of pay without deductions plus SMP or MA (provided this combined payment does not exceed full pay).
19th to 39th week of absence:	SMP or MA.
40th to 52nd week of absence:	No entitlement to pay.

(N.B. if the baby dies or is stillborn after 24 weeks' pregnancy the maternity scheme outlined above will still apply.)

14. Keeping in Touch During Maternity Leave

- 14.1. Before your maternity leave starts, the Trust will discuss with you the arrangements for covering your work and opportunities for you to remain in contact during your leave.
- 14.2. The Trust may make reasonable contact with you from time to time during your maternity leave. This might be to discuss arrangements for your return to work, to update you on any significant changes in the workplace whilst you have been away or to discuss any training needs you may have.
- 14.3. The Trust may agree to you working (including attending training) for up to 10 normal working days during your maternity leave, without bringing your maternity leave or maternity pay to an end. These days are called Keeping in Touch Days or KIT days.
- 14.4. The arrangements for any KIT days, including pay, would be set by agreement with the CEO / Principal / Head Teacher or academy Business Manager but you will usually be paid at your normal basic rate of pay, inclusive of any maternity pay entitlement. Alternatively, the CEO / Principal / Head Teacher or academy Business Manager may agree to you receiving the equivalent time off in lieu.
- 14.5. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth and KIT days may not therefore be arranged during that time.

15. Your Expected Return Date

- 15.1. Once you have notified us in writing of your Intended Start Date, the Trust shall send you a letter within 28 days to inform you of your Expected Return Date.
- 15.2. If your start date has been changed (either because you gave notice to change it, or because maternity leave started early due to illness or premature childbirth) the Trust shall write to you within 28 days of the new start of maternity leave with a revised Expected Return Date.

- 15.3. Shortly before you are due to return to work, yhr Trust may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work with the CEO / Principal / Head Teacher or academy Business Manager.
- 15.4. This may include:
 - 15.4.1. updating you on any changes that may have occurred during your absence;
 - 15.4.2. discussing any necessary training needs that you may have;
 - 15.4.3. discussing any changes to working arrangements (flexible working).

16. Changing Your Expected Return Date

- 16.1. The Trust expects you to return on the Expected Return Date unless you tell it otherwise. It is helpful to confirm during your maternity leave that you will be returning to work as expected.
- 16.2. If you wish to return to work earlier than the Expected Return Date, you must give at least 21 days prior notice. It is helpful if you give this notice in writing.
- 16.3. If you give insufficient notice, the Trust may postpone your return date for up to 21 days after you gave notice, or to the Expected Return Date if sooner.
- 16.4. Your maternity leave cannot last longer than 52 weeks. If you wish to return later than the Expected Return Date, you should either:
 - 16.4.1. request unpaid parental leave in accordance with the Trust's parental leave policy, giving us as much notice as possible but not less than 21 days; or
 - 16.4.2. request paid annual leave in accordance with your contract, which will be at the Trust's discretion.
- 16.5. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's sickness policy will apply.
- 16.6. In any other case, late return will be treated as unauthorised absence and may depending on the circumstances result in disciplinary action in accordance with the Trust's Disciplinary Policy and Procedure.
- 16.7. In addition to the above requirements, non-teaching employees entitled to OMP are required to confirm in writing their intention to return to work for a period of at least 3 months following the end of maternity leave.
- 16.8. Teaching staff are under an obligation to return to their job for at least 13 weeks (including periods of Trust closure) as a qualifying condition of OMP.
- 16.9. Any non-teaching employee receiving OMP who does not return to work for at least three months may be required to repay all or a proportion of the OMP received. Where the Trust makes an employee redundant within the three-month period, the requirement to repay OMP shall not apply.
- 16.10. Teaching staff who are not available, or are unable, to return to their job for the required period, shall repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

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 if you had 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 the Trust to allow you to return into the same position; it may provide you with another suitable and appropriate position on terms and conditions that are not less favourable.

18. Deciding Not to Return

- 18.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with the CEO / Principal / Head Teacher or academy Business Manager as early as possible.
- 18.2. If you decide not to return, you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise, you may be required to return to work for the remainder of your notice period.
- 18.3. Once you have given notice that you will not be returning to work, you cannot change your mind without the Trust's agreement and your contact of employment with the Trust will be terminated accordingly by reason of resignation.
- 18.4. A decision not to return to work does not affect your right to receive SMP.

19. Requests to Change Working Patterns on Return

- 19.1. 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. However, employees should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.
- 19.2. The Trust will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. Employees should refer to the Trust's Flexible Working Policy for further information and practical guidance about making an application to work flexibly.

20. Switching to Shared Parental Leave

- 20.1. In some cases, you and your spouse, civil partner or partner may be eligible to opt into the shared parental leave scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your spouse, civil partner or partner should check with their employer that they are eligible.
- 20.2. You would need to give at least eight weeks' written notice to end your maternity leave and opt into shared parental leave. 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 spouse, civil partner or partner. Please refer to the Trust's Shared Parental Leave Policy for further information.

