



Maternity Policy

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1.0	01/12/2022	Final Draft – Approved by the CEO and The Trust Board	Lisa-Marie McGrath	Approved
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Maternity Policy

1. ABOUT THIS POLICY

- 1.1 This policy outlines the statutory rights and responsibilities of pregnant employees or has 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.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 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. (See paragraph 19.) Details of SPL are set out in our Shared Parental Leave (Birth) Policy.

2. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

- 2.1 Our board of directors (the board) is responsible for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. Accordingly, the Board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Trust's HR Manager.
- 2.2 Line Managers/SLT have a specific responsibility to ensure this policy's fair application, and all staff members are responsible for supporting colleagues and ensuring its success.

3. ENTITLEMENT TO MATERNITY LEAVE

- 3.1 All employees are entitled to up to 52 weeks of maternity leave which is divided into:

- Ordinary maternity leave of 26 weeks (**OML**).
- Additional maternity leave for 26 weeks immediately following OML (**AML**).

provided they comply with the notification requirements set out in paragraph 4.

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 (see paragraph 6).
- 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 you would like to start your maternity leave (**Intended Start Date**) (see paragraph 7).

4.3 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

5. SICKNESS

5.1 Periods of pregnancy-related sickness absence shall be paid in accordance with our Sickness Absence Policy in the same manner as any other sickness absence. Sick pay is paid in accordance with our Sickness Absence Policy. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.

5.2 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.

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

6. HEALTH AND SAFETY

6.1 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 identified risks affecting your health and safety as a new or expectant mother or your baby. This may involve:

- changing your working conditions or hours of work;
- offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

7. STARTING MATERNITY LEAVE

7.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

- 7.2 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.
- 7.3 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.
- 7.4 Your maternity leave will start on the earliest of:
- your Intended Start Date (if notified to us in accordance with this policy).
 - 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.
 - the day after you give birth. If you give birth before your maternity leave starts, you must let us know the date of the birth in writing as soon as possible.
- 7.5 Shortly before your maternity leave starts, we will discuss 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.
- 7.6 The law prohibits you from working during the two weeks following childbirth.

8. MATERNITY PAY

- 8.1 Statutory Maternity Pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 14). You are entitled to SMP if:
- you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the government;
 - you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

8.2 SMP is calculated as follows:

- First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period.
- Remaining 33 weeks: SMP is paid at the **Prescribed Rate**, which the government sets for the relevant tax year, or the Earnings-Related Rate if this is lower.

8.3 SMP accrues from the day you commence your OML and 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.

8.4 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:

- the week following the week in which employment ends; or
- the eleventh week before the Expected Week of Childbirth.

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

9. OCCUPATIONAL MATERNITY PAY (OMP)

9.1 You will qualify for Occupational Maternity Pay (OMP) if you have been continuously employed during the 12 months ending with the Qualifying Week and have not received any Occupational Maternity Pay, Adoption Pay or Shared Parental Pay from our employment during the 12 months ending with the Qualifying Week. This is paid at a rate of 12 weeks' half pay. This is in addition to receiving SMP if you are eligible, as long as the two combined do not exceed full pay.

9.2 OMP may be paid for a maximum of 12 weeks if you intend to return to work. However, if you are not returning to work, OMP will only be paid for the first six weeks of the Maternity Pay Period. After that, you will be paid monthly in weekly blocks, i.e., you will be paid for four or five weeks per month, depending on how many weeks there are in a particular month.

9.3 To receive OMP, you must first confirm in writing that you intend to return to work for at least three months after your maternity leave (and any shared parental leave that you may take in respect to the same child) and that you agree to repay any OMP (but not SAP) if you later decide not to work this minimum period

9.4 You do not have to return OMP if the Trust terminates your employment unless:

- it was entitled to and did terminate your employment summarily; or
- it terminated your employment pursuant to an application by you for voluntary redundancy.

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:

- annual leave entitlement under your contract shall continue to accrue (see paragraph 11); and
- pension benefits shall continue (see paragraph 12).

11. ANNUAL LEAVE

11.1 If you have an 'All Year Round' contract during OML and AML, holiday entitlement will accrue at the rate provided under your contract.

11.2 Our holiday year runs from 1 September to 31 August. In many cases, a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your Line Manager/SLT agrees otherwise. You should try to limit carryover to one week's holiday or less. Carrying over more than one week is at your Line Manager/SLT discretion.

11.3 You should discuss your holiday plans with your Line Manager/SLT in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

11.4 Term Time Only Workers & Teachers – The Green Book & the School Teacher's Pay & Conditions Document make no specific reference to an entitlement to annual leave for teachers or other employees engaged on a term time only basis. However, there is a statutory right to a minimum of 28 days leave per annum (based on an employee working 5 days a week, 52 weeks a year) under the Working Time Regulations 1996. Periods of school closure count towards this entitlement; consequently, it is unlikely that teachers or other employees working on a term-time only basis returning to their posts following a period of maternity leave will have acquired a right to additional annual leave. Consequently, it is possible that teachers and/or those working term time only who resign from their post and do not return could have an outstanding balance of annual leave payable.

11.5 The Trust's holiday year runs from 1 September to 31 August.

12. PENSIONS

- 12.1 If the employee is a member of the Local Government Pension Scheme, contributions will continue to be deducted while they are in receipt of the maternity pay, and the Trust will continue to pay the employer's contribution based on the employee's normal full pay. Contributions cannot be made for any unpaid maternity leave period (AML); thus, such a period does not count as part of pensionable service. Please refer to the Local Government Pension Scheme website for further details: -www.gmpf.co.uk
- 12.2 If the employee is a member of the Teachers' Pension Scheme, contributions will continue to be deducted while they are in receipt of the maternity pay, and the Trust will continue to pay the employer's contribution based on the employee's normal full pay. Contributions cannot be made for any unpaid maternity leave period; thus, such a period does not count as part of pensionable service. Please refer to the Teachers' pensions website for further details: -www.teacherspensions.co.uk.
- 12.3 During unpaid AML, you do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions later; don't hesitate to contact the pension scheme provider.

13. REDUNDANCIES DURING MATERNITY LEAVE

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

14. KEEPING IN TOUCH

- 14.1 We may make reasonable contact with you from time to time during your maternity leave.
- 14.2 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 Day**). This is not compulsory and must be discussed and agreed upon with your Line Manager/Senior Leadership Team. In any case, you must not work in the two weeks following birth.
- 14.3 You will be paid at your normal basic pay rate for time spent working on a Keeping in Touch Day, including any maternity pay entitlement.

15. RETURNING TO WORK

- 15.1 Once you have notified us of your Intended Start Date in writing, 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 the 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.

15.2 Shortly before you are due to return to work, we may invite you to discuss (whether in person or by telephone) the arrangements for your return. This may cover:

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example, if you have requested to work part-time; see paragraph 20).

16. CHANGING YOUR RETURN DATE

16.1 If you wish to return to work earlier than the Expected Return Date, you must give us 21 days' notice of the date of your early return. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return to work date by up to 21 days.

16.2 If you wish to return later than the Expected Return Date, you should either:

- request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion.

16.3 If you cannot return to work due to sickness or injury, this will be treated as sickness absence, and our Sickness Absence Policy will apply.

17. DECIDING NOT TO RETURN

17.1 If you do not intend to return to work or are unsure, it is helpful if you discuss this with 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 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.

17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

17.3 This does not affect your right to receive SMP.

18. YOUR RIGHTS WHEN YOU RETURN

18.1 You are normally entitled to return to work in the same position 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 to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

19. SWITCHING TO SHARED PARENTAL LEAVE

- 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 after birth. Your partner should check with their employer if they are eligible.
- 19.2 You 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. See our Shared Parental Leave (Birth) Policy for further information about how SPL works.

20. FLEXIBLE WORKING

- 20.1 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 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.