



**THE LEARNING PARTNERSHIP**

## **Occupational Maternity Scheme - Teachers**

<b>Policy lead:</b>	<b>Director of Human Resources</b>
<b>Last review date:</b>	1 June 2021
<b>Next review date:</b>	1 June 2024
<b>Approval needed by:</b>	

## Contents

- Introduction
- To Whom This Scheme Applies
- Initial Obligations On The Teacher
- Ante-Natal Care
- Rights Of The Teacher To Time Off From Work (Maternity Leave)
- Subsequent Obligations On The Teacher
- Return To Work
- Notification Of Return To Work
- Shared Parental Leave
- Maternity Pay
- Relationship With Sickness
- Definitions
- Other Absences
- Work During Maternity Leave ('Kit' Days)
- Reasonable Contact
- Adoption
- Other Provisions
- Position After Maternity Leave Period
- Pensions
- Continuous Service
- Childcare Voucher Scheme

## **Introduction**

The Learning Alliance Scheme is based on the national scheme. It offers benefits equal to or better than those in the national scheme.

### **1. To Whom This Scheme Applies**

Subject to the terms of this scheme, all female teachers with “permanent” contracts of employment, regardless of their length of service or the number of hours they work, will qualify for maternity leave, and those with sufficient service will qualify for maternity pay. This also applies to teachers with temporary contracts of employment of sufficient duration to allow them to return to work under their existing contract. Temporary teachers whose contracts of employment will terminate before the end of the second week after the birth will not be eligible for maternity leave but they may be eligible for statutory maternity pay.

Where a teacher qualifies for this scheme, the benefits of the scheme shall apply to only one instance of pregnancy and childbirth at a time. This means that a teacher must meet the obligations in Sections 2 and 5 below for each separate instance of pregnancy and childbirth.

### **2. Initial Obligations On The Teacher**

To benefit from the scheme for each instance of pregnancy and childbirth you must:

- (a) Continue to be employed by the Trust (whether or not at work) immediately before the start of your absence;
- (b) Notify the Governing Body in writing as soon as practicable but not later than 15 weeks (unless there is good cause) before the beginning of the week when your baby is due that you wish to be absent for maternity. You must produce a certificate (usually MATB1) from a registered medical practitioner or a certified midwife stating the expected week when your baby is due;
- (c) Notify the Governing Body at least 21 days before you wish to start maternity leave, or as soon as is reasonably practicable:
  - (i) that you are pregnant
  - (ii) of your expected week of childbirth, by means of a medical certificate
  - (iii) when you wish to start leave, in writing if requested

*Maternity leave may commence on any day of the week but the beginning of the teacher's absence shall be no earlier than 11 weeks before the beginning of the week when your baby is due.*

- (d) Declare in writing, at the time of notification of your intended absence (under (b) above), that you intend to return to work with the Trust (if that is your intention and if you are able to return to work with the Trust); and
- (e) Not remain at work if certified medically unfit to do so (taking into account the provisions of the Management of Health and Safety at Work (Amendment) Regulations 1994).

When the Governing Body receive notification of your intention to take maternity leave, under the above provisions, the Trust will write to you, within 28 days of receiving the notification, to confirm the expected date of your return from maternity leave. This will either be 52 weeks or 65 weeks from the start of your maternity leave, depending upon your entitlement.

You may subsequently change the date your leave commences provided you give 28 days' notice.

### 3. Ante-Natal Care

You have the statutory right to paid time off to attend for antenatal care and, for all appointments other than the first, you must produce evidence of appointments if requested to do so by the Governing Body. Time off for antenatal appointments includes medical examinations as well as classes recommended by your Doctor/Midwife, e.g. relaxation classes, parent craft classes. You must make the necessary arrangements to inform your Headteacher/manager about these appointments.

### 4. Rights Of The Teacher To Time Off From Work (Maternity Leave)

4.1 You are not allowed to commence your absence earlier than 11 weeks before the beginning of the week when your baby is due, or to return to work earlier than two weeks after the day of childbirth.

4.2 (i) If you have less than 6 calendar months' continuous service as a teacher with one or more local authorities (LAs) at the beginning of the 11th week before the beginning of the week when your baby is due you shall have an entitlement to remain absent for up to 52 weeks.

(ii) If you have completed not less than 6 calendar months' continuous service as a teacher with one or more LAs at the beginning of the 11th week before the beginning of the week when your baby is due you have an entitlement -

(a) to 39 weeks leave of absence with pay counting from the beginning of your statutory maternity leave (as set out in paragraph 9 below); and

(b) to take additional leave (unpaid, after the 39 weeks paid leave) for up to 65 weeks counting from the beginning of your statutory maternity leave.

4.3 Subject to the provisions of sub-paragraph 4.1, the basic principle of the leave provisions is that you have a right to choose when to start maternity leave. The exceptions are -

(a) where you are absent from work "wholly or partly because of pregnancy or childbirth" after the beginning of the 4<sup>th</sup> week before the beginning of the week when your baby is due. In these circumstances, statutory maternity leave will be automatically triggered; and

(b) where the baby is born before maternity leave commences. In these circumstances the date of childbirth should be regarded as the first day of statutory maternity leave.

In either case (a) or (b) above, you must notify the Governing Body (in writing if requested), as soon as reasonably practicable, that you are absent from work wholly or partly because of pregnancy or childbirth.

### 5. Subsequent Obligations On The Teacher

5.1 Your subsequent obligation for each instance of pregnancy and childbirth is to return to your job for at least 10 weeks (including periods of school closure) as a qualifying condition to **occupational maternity pay** (see paragraph 9 below). This requirement may be reduced at the discretion of the Trust.

- 5.2 Where the Governing Body agrees, if you are a full-time teacher you may return to work on a part-time basis for a period which equates to 10 weeks of full-time service. Similarly, where the Governing Body agrees, if you are a part-time teacher you may return to work on a different part-time basis for a period which equates to 10 weeks' part-time service relating to your previous contract.
- 5.3 The 10-week period (or part-time equivalent – for example, a half-time teacher would have to work for 20 weeks) starts from the date you return to work or the date during the school holiday on which you are declared medically fit to be available for work.
- 5.4 The period of 10 weeks shall not include any work other than under the contract existing at the time maternity leave began.
- 5.5 At least 6 working weeks before you are due to return to your job you may ask the Governing Body to agree to a phased return to work over a period of no more than one school term. The arrangements are to be agreed between you and your Head/manager but may involve a temporary reduction in working hours and/or "stepping-down" to a less responsible job (with a commensurate reduction in pay). This provision does not affect your obligation to return to your job for at least 10 weeks as set out in 5.1 above.

## **6. Return To Work**

- 6.1 Subject to sub-paragraph 6.2 below, your right to return to work is a right to return to the job in which you were employed under your original contract of employment and on terms and conditions not less favourable than those which would have been applicable to you if you had not been absent. "Job", for this purpose, means the nature of the work which you are employed to do and the capacity and place in which you are so employed.
- 6.2 Where it is not practicable by reason of redundancy for the employer to permit you to return to work in your job as defined in sub-paragraph 6.1 above, you shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work done in that post is suitable to you and appropriate to the circumstances, and that the capacity and place in which you are employed and your terms and conditions of employment are not substantially less favourable to you than if you had been able to return to the job in which you were originally employed.

## **7. Notification Of Return To Work**

- 7.1 If you take leave under paragraph 4.2(i) (less than 6 months continuous LA teaching service) you must notify the employer, in writing, at least 7 days before the day on which you propose to return of the date of your return if this is before the end of the first 26 weeks' maternity leave. During the second period of 26 weeks' absence, if you intend to return to work early you must notify the Governing Body, in writing, at least 21 days before the day on which you propose to return of the date of your return. Where this notification is not given, the employer can postpone your return for a period of up to 28 days, or until the end of your 52 weeks if this is sooner.
- 7.2 (reserved)
- 7.3 If you take leave under paragraph 4.2(ii) (not less than 6 months continuous LA teaching service) and intend to return to work early, you shall notify the employer in writing at least 7 days before the day on which you propose to return, of the date of your intended return if this is before the end of the first 39 weeks' maternity leave. During the following period of 13 weeks' absence, if you intend to return to

work early you must notify the employer in writing at least 21 days before the day on which you propose to return. Thereafter if you decide to return to work early you must give the Governing Body at least 60 days' notice in writing of your intention to return to your job. Where this notification is not given, the Governing Body can postpone your return for a period of up to 28 days.

- 7.4 Where you are unable to return to work at the end of your period of maternity leave due to sickness, the sick pay scheme as set out in section 4 of the national scheme of conditions of service shall apply to such absence.

## **8. Shared Parental Leave**

- 8.1 If you are due to have a baby on or after 5 April 2015, you may share the leave to care for your child with your partner. In total, a maximum of 50 weeks can be shared between parents to care for a child within the first year following the birth.
- 8.2 This requires that you curtail or end your maternity leave and provide no less than eight weeks' notice of this intention. It is important to note, however, that as soon as this notice takes effect, then all entitlement to Occupational Maternity Pay will end. Any remaining SMP becomes Shared Parental Leave Pay and can be shared between both parents.
- 8.3 More information about this option including eligibility is available within Shared Parental Leave Procedure.

## **9. Maternity Pay**

- 9.1 If you have less than 6 calendar months' continuous service as a teacher with one or more LAs at the beginning of the 11<sup>th</sup> week before the EWC, there is no entitlement to occupational maternity pay. However, you may be entitled to Statutory Maternity (SMP). To qualify for SMP you must have at least 26 weeks' continuous service with the Trust continuing into the 15<sup>th</sup> week before the EWC (the 26 week period may include periods when you were unable to work).
- 9.2 If you have completed not less than 6 calendar months' continuous service as a teacher with one or more LAs at the beginning of the 11<sup>th</sup> week before the beginning of the week when your baby is due, you will be paid in accordance with the provisions set out below and shall be made on the condition that you will be available, or able, to return to work for the required period specified in paragraph 5 above.
- 9.3 You will be entitled to maternity pay as follows:
- a) If you are eligible for Statutory Maternity Pay (SMP)\*, the payments made in the first six weeks of absence will be offset against the payments made under b) and c) below.
  - b) For the first four weeks of absence - full pay, offset against payments by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
  - c) For the next two weeks of absence - 9/10ths of a week's salary, offset against payments by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
  - d) For the next 12 weeks of paid absence, half pay without deductions except by the extent to which the combined pay and SMP\* (or, if not eligible for SMP, Maternity Allowance and any dependents' allowances) exceeds full pay.

- e) A further 21 weeks SMP\*.
- f) No pay for any remaining period of absence up to the date of return notified by you.

*\* To qualify for SMP you must have at least 26 weeks' continuous service with the Trust continuing into the 15th week before the beginning of the week when your baby is due (the 26 week period may include periods when you were unable to work).*

- 9.4 In the event of you not being available, or being unable, to return to your job for the required period, you shall refund such sum **after the first six weeks' payment** as the Governing Body at their discretion may decide. A woman with at least one years' continuous service, however, is entitled to retain the first six weeks' payment. (NB payments made by way of SMP are not refundable).
- 9.5 Until you have returned to your job for the required period, you shall have no further entitlement to occupational maternity pay (this does not affect any entitlement to SMP).

## 10. Relationship With Sickness

Maternity leave will not be treated as sick leave and will not therefore affect entitlement to sickness leave.

## 11. Definitions

- 11.1 For the purpose of this scheme, "**a week's pay**" shall be treated as the amount payable to you under the current contract of employment. If there are significant variations in your salary, the average salary over the 12 weeks preceding the date of absence shall be treated as a week's salary.
- 11.2 "**Childbirth**" means the birth of a living child, or the birth of a child whether living or dead after 24 weeks of pregnancy.
- 11.3 Except where stated otherwise, "**continuous service**" means continuous service, whether full or part-time, as a teacher with any other local education authority.
- 11.4 Except where stated otherwise, a "**day**" means a calendar day and a "**week**" means a calendar week.
- 11.5 Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

## 12. Other Absences

- 12.1 If in the early months of pregnancy you are advised by an approved medical practitioner to absent yourself from school because of the risk of rubella, you shall be granted leave with full pay, provided that you do not unreasonably refuse to serve in another school where there is no such undue risk.
- 12.2 Absence on account of illness which is attributable to the pregnancy, including absence on account of miscarriage, and which occurs outside the period of absence for maternity, shall be treated as ordinary absence on sick leave, provided it is covered by a doctor's statement.

### **13. Work During Maternity Leave ('Keeping In Touch' Or 'Kit' Days)**

If you and your Headteacher/manager both agree you can do up to 10 days' work during your maternity leave. These are known as 'Keeping in Touch Days'. They are not limited to your usual job - they could be used for training or other events. You may want to use some Keeping in Touch Days to ease your return to work. You cannot work during the first two weeks after the baby is born. You and your Headteacher/manager must both agree that you will work these days and agree the arrangements including what you will be doing and how you will be paid. You cannot be required to take up Keeping in Touch Days - it is up to you to choose. Nor does your Headteacher/manager have to offer them to you. Your Headteacher/manager cannot demand that you go into work at any time during your maternity leave period nor can you be penalised for refusing to take up a Keeping in Touch Day. Please note that work for part of a day will count as a full day.

Depending on its nature and the length of the work undertaken you may be paid. *This payment will not exceed your normal daily rate of pay (rate of pay on which any OMP has been calculated). Any OMP and/or SMP will be offset against your pay. Payment terms will need to be agreed with your Headteacher/manager in advance of the work being undertaken.*

*Please note that contact days are counted as a normal part of the maternity leave period so they do not affect the OMP and SMP periods nor the overall length of maternity leave (i.e. neither are extended because contact days have been taken).*

### **14. Reasonable Contact**

You and your Headteacher/manager are allowed to make reasonable contact with each other during the period of maternity leave to discuss issues such as your return to work, keeping in touch with developments etc. This will not constitute work as defined above.

### **15. Adoption**

From 6 April 2003, eligible teachers will be entitled to the provisions of the statutory adoption leave and pay scheme. In addition the Trust has an Adoption Leave Scheme which the Governing Body has adopted.

### **16. Other Provisions**

16.1 Notice provisions for pregnant teachers who do not intend to return to work are set out in paragraph 7 of Section 3 of the National Conditions of Service. Following a return to work, the normal provisions for termination upon notice in paragraphs 2 and 4 of Section 3 of the National Conditions of Service shall apply.

### **17. Pensions**

If you are a member of the Teachers' Pension Scheme, or you would have qualified to join the Scheme during your absence, you are urged to contact Teachers' Pension to obtain advice on their pension position during maternity leave or on termination of employment.

### **18. Continuous Service**

Maternity leave counts as continuous service and, therefore, all your entitlements under your contract of employment, with the exception of remuneration, are maintained.



## 19. Tax Free Childcare

The Government provide assistance for childcare costs. To find out more and to apply for the government's childcare scheme visit the Childcare Choices website.

### **Childcare Vouchers**

Employees who are members of the pre-existing Childcare Voucher Scheme can continue to receive vouchers.