*\*\*BLUE TEXT SHOULD BE REMOVED BEFORE ISSUE\*\**

***Maternity policy***

*This policy statement sets out the statutory rules relating to maternity leave and pay. It ensures employees fully understand their rights and entitlements, as well as their obligations in relation to notifying you of their pregnancy, their expected date of childbirth and when they want their maternity leave to start and end.*

Introduction

This document sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and covers the arrangements for antenatal care, pregnancy-related illness, maternity leave and pay. The Company implements the maternity rights set out in legislation.

The following abbreviations are used in this policy:

EWC Expected week of childbirth - the week, starting on a Sunday, in which   
 your doctor or midwife expects you to give birth.

SMP Statutory maternity pay.

QW The qualifying week for SMP - the 15th week before the EWC.

Maternity rights

You have the following key maternity rights:

• time off for antenatal care

• maternity pay - linked to your level of earnings

• maternity leave.

Notification of pregnancy

On becoming pregnant, you should notify your line manager as soon as you feel able to do so. This is important because there are health and safety considerations for the Company.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, you are required to provide the following information in writing to the Company:

• that you are pregnant

• your EWC

• the date on which you intend to start your maternity leave.

In addition, you will need to provide your line manager with a MAT B1 certificate. The MAT B1 is issued by your doctor or midwife and it states when your baby is due. The certificate must have either your doctor’s name and address on it, or if issued by a midwife, her name and registration number.

You are permitted to bring forward your maternity leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your maternity leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave.

Time off for antenatal care

You are entitled to take reasonable time off work with pay to attend the antenatal clinic and other antenatal appointments made on the advice of your registered medical practitioner, registered midwife or registered nurse/health visitor. Antenatal care may include relaxation and parenting classes that your doctor, midwife or nurse/health visitor has advised you to attend, as well as scans, tests and other medical appointments.

In order to be entitled to take time off for antenatal care, except in the case of your first appointment, you are required to produce a medical certificate from one of the above stating that you are pregnant and you should also produce evidence of the appointment, such as an appointment card, to your line manager. You must endeavour to give your line manager as much advance notice as possible of antenatal appointments and you should try to arrange them as close to the start or the end of your working day as possible.

In addition, your spouse or civil partner, or your partner who lives with you in an enduring family relationship (but is not your relative), or the father of your expected baby, is entitled to take unpaid time off work in order that they may accompany you to an antenatal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse/health visitor. This is limited to a maximum of two appointments, with the maximum time off during working hours for each appointment being no more than 6.5 hours. Your spouse’s or partner’s employer can request them to sign a declaration in this regard which states that they have a qualifying relationship with you or your expected baby, they are taking the time off to accompany you to an antenatal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse and the date and time of the appointment. However, no evidence of your pregnancy or your antenatal appointment needs to be provided to their employer. If you are a surrogate mother, this right also applies to the intended parents if they are the potential applicants for a parental order. Further details should be obtained from your spouse’s or partner’s employer.

Health and safety

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment which may include assessing the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind which could involve a risk of harm or danger to their health and safety or the health and safety of their baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the Company will provide you with information as to any risks identified in any risk assessment. If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions. In some cases, this may mean offering you suitable alternative work (if available) on terms and conditions which are not substantially less favourable.

If it is not possible for the Company to alter your working conditions to remove the risks to your health and there is no suitable alternative work available to offer you on a temporary basis, the Company may suspend you from work on maternity grounds until such time as there are no longer any risks to your health. This may be for the remainder of your pregnancy until the commencement of your maternity leave. If you are suspended in these circumstances, your employment will continue during the period of the suspension and it does not in any way affect your statutory or contractual employment and maternity rights.

Sickness absence

If you are absent from work during your pregnancy due to sickness, you will receive sick pay in the same manner as any other sickness absence provided that you have not yet begun ordinary maternity leave. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the 4th week before the EWC but before the date you have notified, or before you have notified a date, on which you intend to commence your maternity leave, then your maternity leave will usually begin automatically on the day after the first day of your absence.

You must notify the Company that you are absent from work wholly or partly because of pregnancy as soon as is reasonably practicable and, until your maternity leave commences, you are still required to comply with the Company’s sickness absence reporting procedure.

Maternity leave

All pregnant employees are entitled to take up to 26 weeks’ ordinary maternity leave and up to 26 weeks’ additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours worked or length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the eleventh week before your EWC (unless your child is born prematurely before that date). Maternity leave will start on whichever date is the earlier of:

• your chosen start date

• the day after you give birth

• the day after any day on which you are absent for a pregnancy-related reason in the four weeks before the EWC.

If you give birth before your maternity leave was due to start, you must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law requires all employees to take a minimum of two weeks of compulsory maternity leave immediately after the birth of their child (four weeks for factory workers). During this period you must not undertake any work for the Company which includes doing any work from home.

Ordinary maternity leave

During the period of ordinary maternity leave, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue, annual leave entitlement will continue to accrue and pension contributions will continue to be made.

[*Defined contribution pension scheme:* Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company’s contributions will be based on the salary you would have received had you not gone on maternity leave (i.e. it will continue to make any employer contributions that it usually makes). You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary.]

[*Defined benefit pension scheme:* Your period of ordinary maternity leave will count towards your pensionable service and benefits will continue to accrue as set out in the pension scheme rules. Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company’s contributions will be based on the salary you would have received had you not gone on maternity leave (i.e. it will continue to make any employer contributions that it usually makes).]

Salary will be replaced by statutory maternity pay (SMP) if you are eligible to receive it. On resuming work after maternity leave, you will be entitled to benefit from any general pay increases that may have been awarded in your absence.

You should endeavour to take any accrued annual leave before the commencement of your ordinary maternity leave. Where, as a result of taking maternity leave in a holiday year, you are unable to take some or all of the annual leave to which you are entitled in that holiday year, you are allowed to carry it forward into the following holiday year.

**Additional maternity leave**

During the period of additional maternity leave, your contract of employment continues in force and, as is the case during the period of ordinary maternity leave, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and annual leave entitlement will continue to accrue.

Salary will be replaced by statutory maternity pay (SMP) for the first 13 weeks of additional maternity leave if you are eligible to receive it. The remaining 13 weeks of additional maternity leave will be unpaid.

[*Defined contribution pension scheme:* During the period of paid additional maternity leave (i.e. when you are still receiving SMP), your pension contributions will be based on the amount of actual pay you are receiving whilst the Company’s contributions will be based on the salary you would have received had you not gone on maternity leave. You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary. However, unless the pension scheme rules or your contract of employment provide otherwise, the Company will not make contributions during any period of unpaid additional maternity leave. Subject to the pension scheme rules, you may make member contributions during this time.]

[*Defined benefit pension scheme:* Your period of paid additional maternity leave (i.e. when you are still receiving SMP) will count towards your pensionable service and benefits will continue to accrue as set out in the pension scheme rules. Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company’s contributions will be based on the salary you would have received had you not gone on maternity leave. However, unless the pension scheme rules allow or your contract of employment provides otherwise, any period of unpaid additional maternity leave will not count as pensionable service, the Company will not make contributions during this time and neither will you be able to make contributions. If you then return to work at the end of your unpaid additional maternity leave period, pensionable service before and after this period will be treated as continuous.]

Statutory maternity pay

SMP is payable for up to 39 weeks during your maternity leave. You are entitled to SMP if:

• you have been continuously employed by the Company for at least 26 weeks at the end of the QW and you are still employed during that week

• your average weekly earnings in the eight weeks up to and including the QW are not less than the lower earnings limit for National Insurance contributions

• you are still pregnant eleven weeks before the start of your EWC (or have already given birth)

• you provide a MAT B1 certificate stating your EWC

• you give the Company proper notification of your pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW. For the purpose of calculating average weekly earnings, shift allowances, on-call allowance, over-time payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW if this is lower than the government’s set weekly rate.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether ordinary or additional maternity leave), the higher or standard rate of SMP will be re-calculated to take account of your pay rise, regardless of whether SMP has already been paid. This means your SMP will be re-calculated and increased retrospectively, or that you may qualify for SMP if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

SMP is paid into your bank account in the same way as salary is normally paid.

SMP is treated as earnings and is therefore subject to income tax and National Insurance deductions.

Payment of SMP cannot start prior to the eleventh week before your EWC. SMP can start from any day of the week in accordance with the date you start your maternity leave.

SMP is payable whether or not you intend to return to work after your maternity leave.

It is important for maternity pay purposes that you notify your line manager if, during the maternity pay period, you are taken into legal custody or start to work for another employer.

If you have been working for the Company for less than 26 weeks at the QW, you are not eligible to receive SMP. You may, however, be able to apply to the Department for Work and Pensions for maternity allowance if you meet their qualifying conditions.

Contact during maternity leave

Shortly before your maternity leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

Keeping in touch days

Except during the first two weeks from childbirth, you may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional maternity leave without that work bringing the period of your maternity leave to an end and without loss of a week’s SMP. These are known as “keeping in touch” days. Any work carried out on a day shall constitute a day’s work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your maternity leave. Once the keeping in touch days have been used up, you will lose a week’s SMP for any week in which you agree to work for the Company.

Returning to work

You will have been formally advised in writing by the Company of the date on which your maternity leave will end and the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Company’s normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks’ notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks’ notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after maternity leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after your maternity leave has ended, the Company may require you to return to work for the remainder of your notice period.

Loss of pregnancy

Miscarriage or stillbirth can be a traumatic experience and each employee will experience their loss differently and have individual needs. The Company acknowledges the personal nature of miscarriage or stillbirth and is committed to supporting employees in practical and reasonable ways. This section sets out your rights on miscarriage or stillbirth, as well as the support the Company can provide.

If you suffer a miscarriage or stillbirth, your rights differ depending on when that event occurred. A miscarriage for these purposes may also include an ectopic or molar pregnancy where a termination is then carried out on medical grounds.

If your miscarriage occurs before the end of the 24th week of your pregnancy, unfortunately you are not entitled in law to either maternity leave or SMP. However, you are permitted to be absent from work due to sickness and you may be eligible to receive statutory sick pay (SSP), provided that you comply with the Company’s sickness absence reporting procedure and your absence is properly certified, as set out in the Company’s sickness absence policy. When you contact your line manager to advise them of your loss and your absence from work, they will also ask you your wishes regarding how much information, if any, you would like your colleagues to be given about your loss - if you do not wish to share this information with your colleagues, you do not have to do so. When you are then well enough to return to work, the Company will ensure that, if you need it, you are given appropriate support on your return. This may include:

• a meeting with your line manager where any specific needs can be discussed

• a phased return to work on a reduced hours basis or a temporary working from home arrangement, where practicable and subject to the agreement of your line manager

• temporary adjustments to your duties and responsibilities, again where practicable and subject to the agreement of your line manager

• professional counselling with independent, trained counsellors through an advice helpline (telephone number: ................... *(insert telephone number)*) - this is an entirely confidential service and any discussions you have with a counsellor will be strictly confidential unless you agree otherwise.

Once you have returned to work, if you then need time off to attend medical or professional counselling appointments related to your loss, you will be allowed reasonable time off work for such appointments in accordance with the Company’s [medical and dental appointments policy/leaves of absence policy].

If the stillbirth occurs after the end of the 24th week of your pregnancy, you are still entitled to both maternity leave and, if you are eligible, SMP. If you had not yet begun ordinary maternity leave at the point of the stillbirth, your maternity leave would begin automatically on the day after the day on which the stillbirth occurs, and, if you are eligible, you would be paid SMP from the start of your maternity leave. In this scenario, you must notify the Company in writing of the date of the stillbirth as soon as reasonably practicable. If you had already begun ordinary maternity leave at the point of the stillbirth, your statutory rights are unaffected and so you would continue on your maternity leave and, if you are eligible, continue to be paid SMP.

If, as a result of the stillbirth, you wish to return to work earlier than your expected maternity leave return date, you may do so, but (as set out above) you must first give the Company, preferably in writing, at least eight weeks’ notice of your proposed date of early return.

In the case of a stillbirth after at least 24 weeks of pregnancy, you may also be eligible for statutory parental bereavement leave and pay after your maternity leave. You can find further information on this in the Company’s parental bereavement leave policy.

**Shared parental leave**

Where you give notice to end your maternity leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner, or the father of your child, (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of maternity leave you have taken (the compulsory maternity leave period must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date on which your baby is born and it must end no later than twelve months after the date of childbirth. If you wish to consider shared parental leave, further details can be obtained from …………… *(insert name of contact)*.

Your rights on return to work

On resuming work after ordinary maternity leave, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent. On resuming work after additional maternity leave, again you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions as if you had not been absent. If, however, there is some reason why it is not reasonably practicable for the Company to take you back in your original job, you will be offered suitable alternative work of equivalent status and responsibility and on terms and conditions that are no less favourable than would have applied if you had not been absent.

If you are a full-time employee, you have no automatic right to return to work on a part-time basis or to make other changes to your working patterns at the end of your maternity leave. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company’s business. It is the Company’s policy to promote flexible working arrangements for all employees and in particular for women returning from maternity leave. Further details, including the procedure to be followed, can be found in the Company’s flexible working policy. If you would like this option to be considered, you should write to your line manager setting out your proposals as far in advance of your return date as possible, so that there is adequate time for full consideration of your request.