MATERNITY POLICY

1 GENERAL PRINCIPLES

1.1 This policy outlines the rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.

1.2 This policy is for guidance only and does not form part of an employee’s contract of employment.

2 DEFINITIONS

2.1 The definitions in this paragraph apply in this policy.

2.1.1 Expected Week of Childbirth (EWC): the week, starting on a Sunday, in which the employee’s doctor or midwife expects the employee to give birth.

2.1.2 Qualifying Week: the fifteenth week before the EWC.

2.1.3 Earnings Related Rate: 90% of the employee’s average weekly earnings.

2.1.4 Prescribed Rate: the rate which is set by Parliament in each tax year.

2.1.5 Relevant Period: the eight weeks ending with the qualifying week over which an employee’s average weekly earnings are calculated.

Maternity Allowance (MA): An allowance paid by the Benefits Agency where an employee does not qualify for Statutory Maternity Pay. To qualify for MA, employees must have been employed or self-
employed for 26 weeks out of the 66 weeks before the expected week of childbirth and have average weekly earnings of at least £30.

3 NOTIFICATION

3.1 The employee must inform the Company of their pregnancy as soon as possible after they discover that they are pregnant.

3.2 Before the end of the Qualifying Week, or as soon as possible thereafter, they must tell the Company:

3.2.1 that they are pregnant;
3.2.2 the EWC; and
3.2.3 the date on which they would like to start their maternity leave.

3.3 The employee must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming their EWC.

4 TIME OFF FOR ANTE-NATAL CARE

4.1 If an employee is pregnant they may take reasonable paid time off during working hours for ante-natal care. Employees should give the Company as much notice of the ante-natal appointment as possible.

4.2 The Company may ask employees to provide the following, unless it is the first appointment:

4.2.1 a certificate from the doctor, midwife or health visitor stating that they are pregnant; and
4.2.2 an appointment card.

5 SICKNESS
5.1 Periods of pregnancy-related sickness absence shall be paid in accordance with the Company’s normal Sickness Absence Policy in the same manner as any other sickness absence.

5.2 However, periods of pregnancy-related sickness absence from the start of the pregnancy until the end of the maternity leave will be recorded separately from other sickness records and will be disregarded by the Company for the purposes of calculating entitlement to Company sick pay or in any other subsequent employment-related decisions.

6 HEALTH AND SAFETY

6.1 The Company has a general duty to take care of the health and safety of all employees. The employee’s Line Manager is required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or who are still breastfeeding.

6.2 The Company will provide employees with information as to any risks identified by the risk assessment, and any preventive and protective measures that have been or will be taken. If the Company considers that, as a new or expectant mother, the employee would be exposed to health hazards in carrying out their normal work, the necessary steps will be taken (and for as long as is necessary) to avoid those risks. This may involve:

6.2.1 changing the pregnant employee’s working conditions or hours of work;
6.2.2 offering suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
6.2.3 suspending the employee from duties, on full pay unless they have unreasonably refused suitable alternative work.

7 OFFSHORE EMPLOYEES

7.1 Maternity Procedures
7.1.1 Stage I

When an employee who works offshore indicates to the Company that she is pregnant, that employee will not be allowed to restart work until she is either examined by the Company’s Medical Advisors or until a medical report has been submitted. A meeting will then be held.

The employee will be paid full salary until a meeting is held.

Dependent on the medical report, the next part of the procedure will be as follows.

7.1.2 Stage II

If the medical advice is that the employee should not be returned to her normal offshore employment, then the employer will look to find some reasonable alternative employment onshore. If no alternative employment can be found, then the employee will be suspended for medical reasons and will receive full pay until the date of the birth of their child. Thereafter, the employee will be entitled to receive statutory maternity pay (SMP).

If the medical advice allows for the employee to continue her normal offshore employment, but she does not wish to continue working, she will be allowed to take unpaid maternity leave and will only be entitled to receive pay from the statutory maternity pay scheme in terms of Clause 13 below.

7.1.3 Stage III

The employee’s right to the appropriate rate of SMP and Maternity Allowance (MA) will be determined by her length of service and the appropriate legislation which applies at that time.
8.1 Shortly before maternity leave starts the employee’s Line Manager should discuss with the employee the arrangements for covering their work and the opportunities for them to remain in contact, should they wish to do so, during their leave.

8.2 All employees are entitled to up to 52 weeks’ maternity leave

9 STARTING MATERNITY LEAVE

9.1 Unless the child is born prematurely before then, the earliest date an employee can start maternity leave is 11 weeks before the EWC.

9.2 The employee must notify the Company of their intended start date. The Company will then write to them within 28 days to inform them of the date they will expect them to return to work if they take their full entitlement to maternity leave.

9.3 The employee can postpone their intended start date by informing the Company in writing at least 28 days before the original intended start date, or if that is not possible, as soon as reasonably practicable.

9.4 An employee can bring forward the intended start date by informing the Company at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

9.5 Maternity leave shall start on the earlier of:

9.5.1 the employee’s intended start date (if notified to the Company in accordance with this policy); or
9.5.2 the day after the employee gives birth.

9.6 If the employee is absent for a pregnancy-related reason during the four weeks before the EWC, they must let the Company know as soon as possible in writing.
9.7 If the employee gives birth before their maternity leave was due to start, they must let the Company know the date of the birth in writing as soon as possible.

9.8 The employee cannot work during the two weeks following childbirth.

10 TERMS AND CONDITIONS DURING MATERNITY LEAVE

In accordance with the Company’s Diversity and Inclusion Policy, all the terms and conditions of employment remain in force during maternity leave, except for the terms relating to pay. Benefits in kind such as life insurance, health insurance, gym membership and use of a company vehicle if applicable shall continue.

11 ANNUAL LEAVE

11.1 During maternity leave, annual leave will accrue at the rate provided under the employee’s contract of employment.

11.2 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during maternity leave, the employee should ensure that they have taken the full year’s entitlement before starting maternity leave. Annual Leave

12 REDUNDANCIES DURING MATERNITY LEAVE

12.1 In the event that an employee’s post is affected by a redundancy situation during their maternity leave, the Company shall write to inform them of any proposals and shall invite them to a meeting before any final decision is reached. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills. Redundancy Policy

13 MATERNITY PAY
13.1 Statutory Maternity Pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if employee returns to work (except where they are simply keeping in touch in accordance with paragraph 14). Employees are entitled to SMP if:

13.1.1 they have been continuously employed for at least 26 weeks at the end of their Qualifying Week and are still employed by the Company during that week;
13.1.2 the employee’s average weekly earnings during the Relevant Period are not less than the lower earnings limit set by Parliament;
13.1.3 they provide the Company with a doctor’s or midwife’s certificate (MATB1 form) stating their EWC;
13.1.4 they give at least 28 days’ notice (or, if that is not possible, as much notice as they can) of their intention to take maternity leave; and
13.1.5 they are still pregnant 11 weeks before the start of the EWC or have already given birth.

13.2 SMP is calculated as follows:

13.2.1 First six weeks: SMP is paid at the Earnings-Related Rate calculated over the Relevant Period;
13.2.2 Remaining 33 weeks: SMP is paid at the Prescribed Rate, or the Earnings-Related Rate if this is lower.

13.3 SMP accrues from the day on which employee commences their maternity leave and at the end of each complete week of absence and is paid on normal dates. Income tax, National Insurance and pension contributions shall be deducted as appropriate.

13.4 The employee shall still be eligible for SMP if they leave employment for any reason after the start of the Qualifying Week. In such cases, if their maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

13.4.1 the week following the week in which employment ends; or
13.4.2 the eleventh week before the EWC.

13.5 Where an employee receives a pay rise before the end of their maternity leave, they will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. As a result they may qualify for SMP where previously they had not. Alternatively it may result in SMP increasing, such a change will be applied to all of the SMP that the employee has received since the start of their leave and any difference shall be paid by a lump sum payment with future payments being increased as appropriate.

14 KEEPING IN TOUCH

14.1 The company may make reasonable contact with the employee from time to time during their maternity leave.

14.2 The employee may work (including attending training) for up to 10 days during maternity leave without bringing their maternity leave or SMP to an end. There is no requirement to work such days and if days are worked then appropriate arrangements including pay will be made by agreement with the employee’s Line Manager or a member of the Human Resources Department.

14.3 Shortly before the employee is due to return to work, the Company may invite them to have a discussion (whether in person or by telephone) about the arrangements for their return to work. This may include:

14.3.1 updating the employee on any changes that may have occurred;
14.3.2 discussing any necessary training;
14.3.3 discussing any changes to working arrangements where for example if the employee has made a request to work part time. Flexible Working Policy.

16 RETURNING EARLY
16.1 If the employee wishes to return to work earlier than the Expected Return Date, they must give the Company eight weeks' prior notice. It is helpful if they give the Company this notice in writing.

16.2 If insufficient notice is given, the Company may postpone the employee’s return date until 4 weeks (or 8 weeks if appropriate) after they gave notice, or to the Expected Return Date if sooner.

17 RETURNING LATE

17.1 If the employee wishes to return later than the expected return date, they should either:

17.1.1 request unpaid parental leave in accordance with the Company’s Parental Leave Policy, giving the Company as much notice as possible but not less than 21 days; or
17.1.2 request paid annual leave in accordance with the employee’s contract, Annual Leave.

17.2 If the employee is unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company’s usual Sickness Policy will apply.

17.3 In any other case, late return will be treated as unauthorised absence.

18 DECIDING NOT TO RETURN

18.1 If the employee does not intend to return to work, or is unsure, they should discuss it with their Line Manager as early as possible. If they decide not to return they should give notice of resignation in accordance with their contract. The amount of maternity leave left to run when they give notice must be at least equal to their contractual notice period, otherwise the Company may require them to return to work for the remainder of the notice period.
18.2 Once the employee has given notice that they will not be returning to work, they cannot change their mind without the Company’s agreement.

18.3 This does not affect the employee’s right to receive SMP.

19 THE EMPLOYEE’S RIGHTS UPON RETURN

19.1 The employee is normally entitled to return to work in the same position as they held before commencing leave. Their terms of employment shall be the same as they would have been if they had not been absent.

19.2 However, if the employee has taken any period in excess of 26 weeks maternity leave or more than four weeks' parental leave, and it is not reasonably practicable for the Company to allow them to return into the same position, the Company may give them another suitable and appropriate job on terms and conditions that are not less favourable.

20 WORKING PART–TIME AFTER MATERNITY LEAVE

20.1 Please refer to the Flexible Working Procedure