

Updated: 15/01/2024

URL: https://esmith.impamark.co.uk/dokuwiki/doku.php?id=company_policies:maternity_policy

Maternity Policy

Policy Statement

The Company endeavours to ensure all women are given support and encouragement before, during, and on their return to work from maternity leave.

We aim to ensure that the employee's duties are adequately covered during maternity leave and that an effective dialogue is implemented at all stages so that employees feel fully informed about their entitlements and the process to follow.

All employees taking maternity leave are covered by this policy, including those on part-time contracts.

Definitions:

The following terms are used within this policy:

- **EWC:** The expected week of childbirth is the week, beginning on the Sunday, during which the baby's birth is expected.
- **MATB1:** The maternity certificate, or form, which is provided usually after the 20th week of pregnancy by the employee's doctor or midwife, to confirm a pregnancy and confirm the expected week of childbirth
- **Qualifying Week:** The 15th week before the expected week of childbirth
- **OML:** Ordinary Maternity Leave is the first 26 weeks of maternity leave
- **AML:** Additional Maternity Leave is the second 26 weeks of maternity leave and follows on from OML (to a maximum of 52 weeks)

Notification Requirements

Please notify us as soon as possible of your pregnancy to enable us to ensure that, where appropriate, any reasonable steps are taken to safeguard the safety of yourself and your unborn child and that you are not subject to any unnecessary risks at work.

To qualify for maternity leave we require that you provide us with written notification by the qualifying week, or as soon as reasonably practicable after this, of the following information:

- your pregnancy\\
- your EWC, and\\
- the date you wish to start your ordinary maternity leave (OML) period, which can be any time from the 11th week before the EWC.

You should also give your MATB1 to your manager. You will normally be provided with this at around the 20-week stage.

Once you have notified your manager of your intended start date of ordinary maternity leave, we will confirm, in writing, the date that we expect you to return to work after additional maternity leave has ended. This confirmation will be sent to you within 28 days of your notification.

An informal meeting will then be arranged with your manager to discuss your entitlements and the organisational processes involved. The meeting will include discussions on the following points:

- the amount of leave you can take and the payment arrangements\\
- the information that we will need from you to process your maternity leave\\
- time off for ante-natal appointments\\
- risk assessments to ensure your role does not pose a risk to your, or your baby's, health and safety\\
- your right to return after maternity leave to the same or a similar role\\
- the opportunity to request flexible working and how a request should be made.

In order to ensure good communication and a smooth transition in the time leading up to maternity leave, and during the leave itself, you will be informed of the arrangements for covering your work and also for remaining in contact whilst you are on leave. We will also consult you on how to cover your workload during your leave and whether any temporary reporting arrangements need putting in place.

We would like to keep you fully informed of any news or developments at work during your leave and may, where applicable, send you Company newsletters and information on social events etc. We will also keep you informed of any recruitment exercises undertaken during your absence.

Health and Safety

So that we may assess any potential risk that your role poses to your health and safety, and the health and safety of your baby, you must notify your manager as soon as you are aware that you are pregnant. A Health and Safety Risk Assessment will be undertaken, and action taken to eliminate any risk.

This may include making adjustments to your role or, if no adjustments can be identified that will reduce or remove the risk, you may be offered a suitable alternative role for the duration of your pregnancy. In the event that alternative work cannot be found, we reserve the right to place you on suspension on full pay until you are no longer at risk. If necessary, where a risk remains, these arrangements will continue for a period of six months after the birth of your child.

Please speak with your manager immediately if you are worried about your own health and safety at

any time.

Time off for Ante-natal Care

You are entitled to paid time off during normal working hours to receive ante-natal care. Ante-natal care can include medical examinations, relaxation classes and parent-craft classes as advised by a medical practitioner. Time off will be provided for any time spent travelling to and from these appointments, including any waiting time.

Other than for the first appointment, you may be asked to provide an appointment card to your manager to confirm the details of the appointment.

You will receive full pay for the time taken to attend these appointments.

Length of Maternity Leave

Subject to meeting the notification requirements set out above, you are entitled to 52 weeks' maternity leave in total, broken down as follows:

- 26 weeks' ordinary maternity leave (OML), including a 2-week period of compulsory maternity leave (or 4 weeks for factory workers)\
- 26 weeks' additional maternity leave (AML) that starts immediately after OML.

Unless you notify us that you wish to take a shorter period, the Company will automatically assume you are taking your full entitlement to 52 weeks and will write to you to confirm your expected return date.

During periods of OML and AML, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

Commencing Maternity Leave

You can start maternity leave at any time from the beginning of the 11th week before the EWC until the date of birth. You are required to inform of us of the date you intend to start leave however you may change this date so long as you provide at least 28 days' notice of this change. Any application for a date change should be made in writing to your manager.

Compulsory maternity leave commences on the day after the childbirth occurs. Its purpose is to ensure that you have at least a two-week period of leave (or four weeks for factory workers) after the birth of your baby.

There are two incidences in which the maternity leave period is triggered automatically:

- Where childbirth occurs before the OML would otherwise commence. If this occurs, please notify us, in writing as soon as is reasonably practicable after the birth, of the date on which you gave birth. Your maternity leave period will begin automatically on the day following the date of the birth.\
- Where you are absent from work, wholly or partly due to your pregnancy, after the beginning of the fourth week before the EWC. If this occurs, please notify us, in writing as soon as is reasonably practicable, that your absence from work is wholly or partly due to your pregnancy and the start date of this absence. In these circumstances, the Company may require that your maternity leave period begins on the day following the first day of such absence.

Once you have notified your manager that your OML period has been triggered due to premature absence or premature childbirth, we will confirm, in writing, the date that we expect you to return to work after the AML period has ended. This confirmation will be sent to you within 28 days of your notification.

Statutory Maternity Pay

Dependent upon your length of service, you may be entitled to receive statutory maternity pay (SMP). If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive state maternity allowance. In these circumstances, we will provide you with the form SMP1 within seven days of determining that you do not qualify.

You will qualify for SMP if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks by the qualifying week\
- your average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes\
- you are still pregnant at the 11th week before the EWC or have given birth by that time and\
- you have complied with the relevant notification requirements.

The period for which SMP may be paid is called the maternity pay period. The maternity pay period may start at any time from the start of the 11th week before the EWC and can continue for up to 39 weeks, even if you do not intend to return to work.

Payment will be made at the rate of 90 per cent of your average earnings for the first six weeks of leave and then up to 33 weeks at the Standard Rate of SMP or 90 per cent of your average weekly earnings (whichever is lower).

Your normal weekly earnings are calculated based on an average of your gross earnings for national insurance during the 'relevant period'. This will include, for example, any payments relating to overtime, commission, and bonuses. The 'relevant period' is the period ending on the last normal pay day before the qualifying week and starting with the normal pay day which is at least eight weeks earlier. The exact calculation of weekly earnings will depend on whether you are paid monthly, weekly or at other intervals. Further advice on how your normal weekly earnings will be calculated can be

obtained from the Company.

Where your gross earnings are increased by a pay rise, and this increase takes effect from the start of the relevant period and before the end of the AML period, this increase will result in a recalculation of your SMP. As a result of this recalculation, you may be entitled to a retrospective increase or may subsequently qualify to receive SMP.

Keeping in Touch (KIT) Days

You may, by mutual agreement, work for up to 10 days during your maternity leave period (but not during the compulsory maternity leave period) without losing statutory payments for that week or ending your entitlement to leave. Payment for KIT days will be discussed and agreed in advance of these being worked.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the maternity leave period.

Stillbirth, Miscarriage and Post-Natal Death

If you experience a miscarriage before 24 weeks of pregnancy, you will not be entitled to maternity leave or pay. It is anticipated that you may need some time off work in these circumstances, and this will usually be taken as sick leave, during which the Company's sickness absence policy will apply.

If you suffer a stillbirth after 24 weeks of pregnancy, your entitlement to maternity leave and pay will not be affected and you will still be able to take the time off, and receive pay, as planned. From 6 April 2020, parental bereavement leave is also available for employees who suffer a stillbirth. You can read more information on this entitlement in our Parental Bereavement Leave policy.

In the tragic circumstances where your baby dies after the birth, you will retain your full rights to statutory maternity leave and pay, irrespective of the timing of the birth.

Notice for ending maternity leave

You may take your full period of maternity leave entitlement and return to work at the end of the additional leave period without having to provide notice.

If you wish to return to work earlier than the end of your additional maternity leave period, you must give at least eight weeks' notice in writing to the Company confirming the date on which you intend to return.

If you have notified the organisation of an early return date, but subsequently change your mind about returning to work on this date, you must give notice in writing to the Company at least eight weeks before the earlier of the date on which you intend to return and the date on which you had previously given notice to return.

Shared parental leave

If you and your partner meet the eligibility and notice requirements, you may choose to end your maternity leave and pay early and take shared parental leave instead. This will enable you and your partner to take it in turns to have periods of leave to care for your child, return to work while your partner takes leave, or take leave at the same time as each other.

Further information can be found in the Company's shared parental leave policy in the policies and procedures section of this handbook.

Holidays

You will continue to accrue holidays whilst you are on maternity leave however, these holidays cannot be taken whilst you are on maternity leave.

You should make every effort to take any outstanding holiday entitlement before commencing maternity leave or immediately after your maternity leave has ended. Any holiday entitlement that has not been taken because of maternity leave may be carried over into the next holiday year with the agreement of the Company.

It is important you discuss with the Company as soon as possible any arrangements for taking holidays accrued during your period of maternity leave prior to your return to work.

Returning to Work

If you return to work at the end of your OML period, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of AML, you are entitled to return to the same job in which you were employed before your absence. Where this is not reasonably practicable, you will be entitled to return to a suitable and appropriate job on terms that are no less favourable.

If you are made redundant during maternity leave, you will be offered a suitable alternative role where such is available. Further protections covering pregnancy, maternity and the return to work following maternity in relation to redundancy apply (subject to statutory provisions at the time).

Unless you state otherwise, it will be automatically assumed that you will return to work at the end of your full 52 week leave period. So that we may make effective plans for your return, we would be grateful if you would contact us shortly before your return. However, there is no obligation on you to do so unless you wish to change the date of your return, in which case you must give us eight weeks' notice.

If you qualify for shared parental leave and wish to return early from maternity leave for this purpose, you must also give us eight weeks' notice. You can find more information on this in our Shared Parental Leave policy.

You may be invited to attend an informal meeting with your manager in order to discuss any

arrangements regarding your return to work. This is likely to take place approximately two weeks before your return. The following points will be discussed at this meeting:

- any developments that have taken place at work\\
- any appropriate training to take place \\
- any flexible working arrangements which have been agreed.

If you decide that you do not wish to return to work after your maternity leave, you are required to give us notice of your resignation. Your notice period to resign is set out in your contract of employment. Where you choose to resign without returning to work, the Company will require repayment of any contractual maternity pay in excess of your statutory entitlement that you have received during maternity leave.

If you are unable to return on the agreed date due to sickness, please inform your manager immediately.

Flexible Working

We recognise that women returning from maternity leave may wish to reduce their working hours or undertake homeworking.

We will make every effort to accommodate requests for part-time working, provided that your duties can still be effectively carried out on such a basis. However, we must also take into account the needs of the business when assessing and granting any requests.

Any flexible working request should be made in line with the process set out in the flexible working policy.

Pension contributions

We will continue to make pension contributions based on your normal pay during ordinary maternity leave and any period of paid additional maternity leave. The contributions that you make will be based on the actual pay that you receive during your maternity leave.

The Company's pension contributions will cease during any period of unpaid additional maternity leave.

Contact during maternity leave

We reserve the right to maintain reasonable contact with you during your maternity leave. This may be to discuss your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or to update you on developments at work during your absence.

Grievances Related to Maternity Rights

The Company's grievance procedure may be used in the event that you are dissatisfied with any decision made in respect of your maternity rights.

Data protection

When dealing with maternity leave and pay, we will process any personal data collected in accordance with our data protection policy. In particular, we will record only the personal information required and keep the information only for as long as necessary.