

## **Maternity Policy**

The Company seeks to implement the requirement of the Employment Act 2002 by providing female employees with the opportunity to maintain a career both during pregnancy and whilst raising a family.

### **Right to ante-natal care**

During pregnancy, you will be entitled to reasonable paid time off to attend ante-natal classes and appointments. Whenever possible, you should ensure that appointments are arranged for the beginning or end of the day to minimise disruption to work.

You must inform your line manager as early as possible in advance of any such appointment. Your line manager is entitled to request to see your hospital appointment card for each appointment.

### **Maternity Leave**

All pregnant female employees, regardless of their length of service, are entitled to up to 52 weeks' maternity leave.

Maternity leave is a single continuous period and is made up of:

26 weeks' **Ordinary Maternity Leave** – During this period the contract of employment continues and you will continue to receive all your contractual benefits except (unless agreed otherwise) salary. Ordinary Leave cannot start before the 11<sup>th</sup> week before the expected week of childbirth (EWC) and no later than the date of childbirth itself. Within Ordinary Leave, there is a core two-week period of Compulsory Leave, which must be taken immediately after the birth.

and

26 weeks' **Additional Maternity Leave** – During this period the contract of employment continues, but only certain terms of that contract apply. Employers and employees may agree between themselves for other terms to continue, although this is not required by law. Additional Maternity Leave follows Ordinary Maternity Leave and there must be no gap between the two.

### **Notification**

In order to qualify for the retention of certain contractual rights during Ordinary Maternity Leave, you must give notification that you wish to take maternity leave by no later than the end of the 15<sup>th</sup> week before your EWC. You must inform the Company:

- That you are pregnant
- Your expected week of childbirth as confirmed on a certificate from a registered midwife or medical practitioner (MatB1)
- The date on which you intend to commence your Ordinary Maternity Leave.

The Company will respond to your notification of your plans within 28 days.

You can change the start date of your Ordinary Maternity Leave, providing you give notice of either 28 days before the date you originally intended to start your leave or 28 days before the new date you want to start your leave, whichever is earlier.

It may not always be reasonably practicable for you to give this much notice (for example if the baby is born early and you have to start your leave straight away). In these circumstances you should give as much notice as possible.

Once you have provided the necessary notice of the intended start date of your leave, the Company will in turn notify you of the date on which the leave will end. This will normally be 52 weeks (one year) from the start of Ordinary Maternity Leave.

### **Statutory Maternity Pay (SMP)**

SMP Payments	
Length of Service (at 15 <sup>th</sup> week before EWC)	Entitlement
0-26 Weeks	Nil
More than 26 weeks	<ul style="list-style-type: none"> <li>1. First 6 weeks at 90% of average weekly earnings</li> <li>1. Following 33 weeks at standard rate of £112.75 per week (from 1 April 2007) (or 90% of average weekly earnings if this is less than £112.75 per week)</li> </ul>

If you continue to work after the 11th week before the week your baby is due you can choose when you want the SMP to start. SMP will start from any date you choose, once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

### **Terms and Conditions during Maternity Leave**

During Ordinary Maternity Leave and Additional Maternity Leave, you will remain in the employment of the Company and the Contract of Employment continues in force unless either party terminates it.

While on Ordinary Maternity Leave, you will benefit from the terms and conditions that would have applied to you if you had been at work, except remuneration (salary). The Additional Maternity Leave period counts towards your continuous employment for the purposes of your entitlement to statutory rights, such as parental leave or redundancy.

### **Returning to Work**

All women regardless of length of service have an automatic right to return to work to the same job at the end of the Ordinary Maternity Leave period.

After Additional Maternity Leave the entitlement is to return to the same job and where this is not possible to a job of a comparable nature and status.

You may not return to work within two weeks of the date of giving birth.

If you intend to return to work before the end of your full maternity leave period (at the end of the 52 week period), you must give the Company eight weeks' notice of your return to work date. This notice requirement applies during both Ordinary and Additional Maternity Leave and should be provided in writing.

If you have notified the Company that you wish to return to work before the end of your maternity leave, as set out in the paragraphs above, you are entitled to change your mind. However, in these circumstances you should give the Company notice of the new later date of return. This notice should be at least eight weeks before the earlier date provided.

If you do not wish to return to work after your maternity leave you must give the Company the notice of termination required by your contract of employment.

You are entitled to postpone your return to work by up to four weeks after the date you have told the Company you will return, or the expected date of return, by reason of ill-health, provided the period of sickness is covered by a GP's medical certificate. The right to postpone the return to work may be used only once.

On returning to work, you may request flexible working, e.g. Part-time/job share. The Company will seriously consider the possibility of this taking into consideration your role and the requirements of the business.

### **Returning to the same job after Maternity Leave**

You have the right to return to the same job, on the same terms and conditions, as though you had not been absent. However, there can be exceptions to this, depending upon whether you return after a period of Ordinary Maternity Leave (the first 26 weeks) or Additional Maternity Leave (the second 26 weeks).

### **Ordinary Maternity Leave**

If you return to work after Ordinary Maternity Leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent. This is unless a redundancy situation has arisen. In this case, you are entitled to be offered any suitable alternative vacancy that may exist.

## **Additional Maternity Leave**

If you return to work after Additional Maternity Leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent, unless there is a reason why it is not reasonably practicable for you to return to your old job. In this case, you will be offered any similar job, on terms and conditions which are not less favourable than your original job, that may exist.

## **Contact during Maternity Leave**

During the Ordinary and Additional Maternity Leave periods the Company may make reasonable contact with you, and in the same way you may make contact with the Company. The frequency and nature of the contact will depend on a number of factors, such as: the nature of the work and the your position, any agreement that both parties may have reached before maternity leave began as to contact; and whether either party needs to communicate important information to the other, such as for example news of changes in the workplace that might affect you on your return.

The contact can be made in any way that best suits either party. For example, it could be by telephone, by email, by letter, a visit to the workplace, or in other ways. These arrangements will be discussed with you prior to the commencement of your Maternity Leave.

## **Keeping In Touch Days**

You may, by agreement with the Company, do up to ten days' work, known as "Keeping in Touch days", under your contract of employment during the maternity leave period. During Keeping in Touch days you can carry out work for the Company, for which you will be paid.

Any work done on any day during the maternity pay or maternity leave period will count as a whole Keeping in Touch day, up to the 10-day maximum. In other words, if you come in for a one-hour training session and does no other work that day, you will have used one of your Keeping in Touch days.

The type of work that you may undertake on a Keeping in Touch days is a matter for agreement between both parties. They may be used for any activity which would ordinarily be classed as work under your contract, for which you would be paid, but could be particularly useful in enabling you to attend a conference, undertake a training activity or attend for a team meeting for example.

## **Protection from exposure to risks**

Employers have a legal duty to pregnant and breastfeeding employees to carry out risk assessment to assess the nature, degree and duration of exposure to:

- Physical agents, where these are regarded as agents causing foetal lesions and / or likely to disrupt placental attachment. Examples include vibration, handling loads, noise, extremes of cold or heat, travelling, and mental and physical fatigue.
- Biological agents which may endanger the health of pregnant women and the unborn child.
- Chemical agents which may endanger the health of pregnant women and the unborn child.

Where the risk assessment identifies risks to new and expectant mothers and these risks cannot be avoided by preventative or protective measures, the Company will:

- Alter your working conditions or hours of work if it is reasonable to do so and would avoid the risks or, if these conditions cannot be met;
- Identify and offer suitable alternative work that is available, or if that is not feasible;
- Suspend you from work on full pay in accordance with s.67 of the Employment Rights Act 1996
- If you continue to breastfeed more than six months after the birth, then you should inform the Company so that a further risk assessment can be conducted and any appropriate measures taken.