

Policy Title:	Maternity Policy & Procedure
Policy Owner:	HR
Audience:	All Staff
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1. Overview

- 1.1 This policy covers your rights in relation to statutory maternity leave and pay and provides details of our enhanced pay for eligible employees.
- 1.2 It should be read in conjunction with the Shared Parental Leave Policy, which sets out information regarding the leave entitlements of parents and / or partners during maternity leave.
- 1.3 It also includes procedural information to help guide you through the administration process in relation to any maternity leave.
- 1.4 The following definitions are used throughout this policy:
- "Expected week of childbirth" or EWC means the week, starting on a Sunday, during which your doctor or midwife expects you to give birth.
 - "Qualifying week" means the 15th week before the expected week of childbirth.
 - "Ordinary maternity leave" is the first 26 weeks of maternity leave.
 - "Additional maternity leave" is the last 26 weeks of maternity leave.

2. The law

- 2.1 All pregnant employees (regardless of length of service) have the right to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards. You are therefore entitled to a total period of 52 weeks' maternity leave.
- 2.2 Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.
- 2.3 It is your choice how much maternity leave you take and you have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (with the exception of the legal requirement to take off the first two weeks from the day of childbirth).
- 2.4 The above entitlements are subject to you following the correct notification procedures as set out below.

3. Eligibility to statutory maternity pay (SMP)

- 3.1 If you have been continuously employed by us for at least 26 weeks at the end of your qualifying week (see definition above) and are still employed during that week, you will qualify for statutory maternity pay, providing that:
- i. you have provided a MAT B1 form stating your expected week of childbirth;
 - ii. and your average weekly earnings are not less than the lower earnings limit for national insurance contributions.
- 3.2 Statutory maternity pay (SMP) is payable for up to 39 weeks, with the first six weeks payable at 90% of your average weekly earnings and the remaining 33 weeks payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings (whichever figure is lower).

3.3 SMP is treated as earnings and is therefore subject to PAYE and national insurance deductions. It is also paid on the same date of your usual monthly salary.

3.4 If you are not entitled to statutory maternity pay you may be entitled to receive maternity allowance payable directly by the Government. If this is the case please speak to a member of HR who will be able to provide you with an SMP1 form to enable you to pursue a claim.

4. Enhanced Maternity Pay

4.1 In recognition of the value we place on family-friendly policies, we offer enhanced maternity pay to anyone who meets the following qualifying and eligibility criteria:

- i. Where you are entitled to SMP and have worked continuously for us for at least 52 weeks by the end of the 15th week before the expected week of childbirth.
- ii. You provide a written undertaking to return to your post for at least three months following the conclusion of your maternity leave.

4.2 Where the above criteria is met your maternity pay will be enhanced to the following:

- i. Your first 18 weeks of ordinary maternity leave at full pay.
- ii. Your next 21 weeks will be payable at the statutory maternity pay rate set by the government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).
- iii. Your remaining 13 weeks (if you choose to take them) will be unpaid.

5. Pay increases whilst on maternity leave

5.1 If you are eligible for a pay increase between the start of the original calculation period and the end of your maternity leave (whether ordinary maternity leave or additional maternity leave), the enhanced and statutory maternity pay will be recalculated to take account of your pay rise, regardless of whether any maternity pay has already been paid.

5.2 This means that any enhanced and statutory maternity pay will be recalculated and increased retrospectively, or that you may qualify for statutory maternity pay if you did not previously.

5.3 You will be paid a lump sum to make up any difference between maternity pay already paid and the amount payable as a result of the pay rise.

6. Payment of maternity pay

6.1 Payment of maternity pay cannot start prior to the 11th week before your expected week of childbirth. It can start from any day of the week in accordance with the date you choose to start your maternity leave.

6.2 Statutory maternity pay is payable whether or not you intend to return to work after your maternity leave, however enhanced maternity pay requires a written undertaking to return to your post for at least three months following the end of your maternity leave.

7. Timing of maternity leave

7.1 Ordinary maternity leave can start at any time after the beginning of the 11th week before your expected week of childbirth (unless your child is born prematurely before that date

in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- your chosen start date;
- the day after you give birth; or
- the day after any day on which you are absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

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

7.3 The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child.

8. Employee Responsibilities

8.1 On becoming pregnant, you should notify your line manager as soon as possible. This is important as there are health and safety considerations for the organisation to take into account. Your line manager will refer you to HR for more information.

8.2 By the end of the qualifying week, or as soon as reasonably practicable afterwards, you are required to inform us in writing of the following:

- the fact that you are pregnant;
- the expected week of childbirth; and
- the date on which you intend to start your maternity leave.

8.3 You must also provide HR with a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. This is usually available after the 20th week of pregnancy. No statutory maternity pay will be payable without this certificate.

8.4 You are required to give at least 28 days' notice of the date that you want your statutory maternity pay to begin. If it is not possible for you to give 28 days' notice, for example if the baby arrives early, you should tell HR as soon as reasonably practicable.

8.5 We 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.

8.6 In the case of a premature birth, you must advise HR as soon as is reasonably practicable and produce a MAT B2 form, which is obtainable from your doctor or midwife.

9. Time off for antenatal care

9.1 Once you have advised us that you are pregnant, you will be entitled to paid time off for antenatal appointments upon evidence of a MAT B1 form. Antenatal care may include relaxation and parent craft classes that your doctor, midwife or health visitor has advised you to attend, in addition to medical examinations.

9.2 You should give your line manager as much notice as possible for antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day.

10. Health & Safety

- 10.1 Under our duty of care requirements enshrined in health and safety legislation, we are required to carry out a risk assessment to assess the workplace risks to staff who are pregnant, have recently given birth or are breastfeeding, where the work is of a kind that could involve a risk of harm or danger to your health and safety or the health and safety of your baby.
- 10.2 If applicable, we will provide you with information as to any risks identified in the risk assessment. If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, we 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 that are not substantially less favourable.
- 10.3 If it is not possible for us 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, we 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. You will be entitled to your normal salary and contractual benefits during the period of your suspension, unless you have unreasonably refused an offer of suitable alternative employment.

11. Sickness Absence

- 11.1 If you are absent from work during pregnancy owing to sickness, you will receive normal statutory or contractual sick pay in the same manner as you would during 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 fourth week before your expected week of childbirth, your maternity leave will start automatically.
- 11.2 If you are absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, you must notify us in writing of this as soon as reasonably practicable.

12. Terms and Conditions of employment

- 12.1 During ordinary maternity leave and additional maternity leave, all terms and conditions of your contract, except normal pay will continue. Your usual monthly salary will be replaced by statutory maternity pay if you are eligible.
- 12.2 This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and you will remain in the life assurance scheme.
- 12.3 You are also entitled to continue to receive your normal pension contributions during the 39 week SMP period. RHSU's contributions will be based on your normal pay (i.e. the pay you would be receiving if you were at work). However, *your* contributions must be calculated on the basis of the actual pay you are receiving, rather than your normal pay.

- 12.4 Reduced contributions on your part may reduce the amount of pension you ultimately receive. Therefore, you may top up your contributions to their previous level. You would need to speak to the Head of Finance & Business Reporting to arrange this in advance of your maternity leave.
- 12.5 You will continue to accrue statutory and contractual holiday entitlement during the 26 weeks' ordinary maternity leave and the 26 weeks' additional maternity leave period.
- 12.6 You will be advised before you starts ordinary maternity leave whether or not you have any outstanding holiday entitlement. You are encouraged to take any outstanding holiday due to you before the commencement of maternity leave.
- 12.7 You cannot take paid leave during your maternity leave and then resume your maternity leave but you can end your maternity leave early, if you give the correct notice, and take the time off as paid annual leave.

13. Contact during maternity leave

- 13.1 We reserve the right to maintain reasonable contact with you during 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 their return to work or to update you on developments at work during your absence.
- 13.2 You may, by agreement with your line manager, undertake up to 10 days' work during maternity leave without bringing your maternity leave period to an end or losing your SMP. 'Keeping in touch' days may be worked at any time during maternity leave, except during compulsory maternity leave. The type of work to be undertaken will be agreed between you and your line manager. We will pay you the equivalent of your normal pro rata salary for each 'keeping in touch' day.
- 13.3 Once you and your line manager have agreed the dates for any KIT days, it is the line manager's responsibility to notify HR.

14. Returning to work

- 14.1 You may take your full period of maternity leave entitlement and return to work at the end of this period. Alternatively, you may return to work at any time during ordinary maternity leave or additional maternity leave, provided that you give at least eight weeks' notice in writing of the date on which you intend to return.
- 14.2 You have the right to resume working in the same job if returning to work from ordinary maternity leave. If you return to work after a period of additional maternity leave, you are entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.
- 14.3 Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless you are sick and produce a current medical certificate before the end of the maternity leave period.
- 14.4 If you decide during maternity leave that you do not wish to return to work, you should give written notice of resignation to the organisation as soon as possible and in accordance with the terms of her contract of employment.