

## MATERNITY AND PATERNITY POLICY

This policy sets out Company employees' maternity and paternity entitlements.

### PART A

#### MATERNITY

##### 1. DEFINITIONS

<b>Additional Maternity Leave</b>	the 26 week period following the last day of OML;
<b>Earnings Related Rate</b>	90% of your average weekly earnings calculated over the Relevant Period;
<b>EWC (Expected Week of Childbirth)</b>	the week, starting on a Sunday, in which your doctor or midwife expects you to give birth;
<b>Ordinary Maternity Leave</b>	the first 26 weeks of your maternity leave commencing on the Start Date;
<b>Prescribed Rate</b>	the rate of SMP set by the government for the relevant tax year;
<b>Qualifying Week</b>	the 15 <sup>th</sup> week before the EWC;
<b>Relevant Period</b>	the eight weeks ending with the 15th week before the EWC;
<b>Return Date</b>	the date the Company expects you to return from your maternity leave;
<b>Start Date</b>	the date on which you would like your period of maternity leave to start; and
<b>SMP</b>	statutory maternity pay.

##### 2. TIME OFF FOR ANTE-NATAL APPOINTMENTS

- 2.1 You are entitled to take paid time off during your working hours for ante-natal appointments.
- 2.2 This includes appointments with your doctor or midwife. You may be asked to provide a doctor's certificate confirming that you are pregnant and suitable evidence of your ante-natal appointment or other evidence where appropriate and when requested.
- 2.3 Please give the Company as much notice as possible of your appointments and wherever possible try to arrange appointments for days when you are not working or as near to the start or end of the day or your shift if you are working.
- 2.4 There are no set rules about how much time off you may take - please discuss this with your line manager.

### 3. MATERNITY LEAVE

#### 3.1 Eligibility

Provided that you are a Company employee and you satisfy the notification requirements at Paragraph 2.2 below, you have a statutory right to take up to fifty-two weeks maternity leave. This fifty-two week period is divided into Ordinary Maternity Leave (**OML**) and Additional Maternity Leave (**AML**). If you are in doubt as to whether you are an employee, please contact us.

#### 3.2 Notification

3.2.1 To be eligible for maternity leave you must notify your line manager of the following in writing no later than the end of the Qualifying Week or as soon as reasonably practical afterwards:

- (a) that you are pregnant;
- (b) your EWC (or if the baby has been born, the date of the birth); and
- (c) your Start Date. This date cannot be earlier than 11 weeks before your EWC unless the baby is premature and in which case you must notify the Company of the birth as soon as is reasonably practicable.

3.2.2 You must also produce a certificate from a registered medical practitioner or registered midwife (usually a MATB1 form) confirming your EWC.

#### 3.3 Commencement of Maternity Leave

2.3.1 Your maternity leave will commence on the Start Date unless:

- (a) You give birth before the Start Date, in which case your maternity leave starts automatically on the day which follows the day you gave birth. You must notify the Company as soon as reasonably practicable of the date on which you gave birth.
- (b) You are absent from work wholly or partly because of a pregnancy-related reason in the four weeks before the EWC. In which case your maternity leave starts on the day after the first day of absence. You must notify the Company if you are absent from work wholly or partly because of pregnancy and the date on which the absence began.

#### 3.4 Amending the Start Date

3.4.1 You can postpone your intended Start Date by informing us in writing at least 28 days before the original intended Start Date, or if that is not possible, as soon as reasonably practicable.

3.4.2 You can bring forward your intended Start Date by informing us at least 28 days before the new start date.

#### 3.5 Compulsory maternity leave

You are not permitted to return to work during Compulsory Maternity Leave (the two weeks immediately following childbirth).

#### 4. RETURNING TO WORK AFTER MATERNITY LEAVE

##### 4.1 Return Date

4.1.1 Within 28 days of receipt of the appropriate notification from you (referred to in paragraph 2.2.1 above) the Company will write to you stating the Return Date which will be at the end of your AML unless you notify a us otherwise.

4.1.2 If you intend to return to work immediately after the end of your AML you do not have to give the Company notice of your return. We will assume that you will return on the Return Date unless you tell us otherwise. However, it is helpful to the Company if you confirm during your maternity leave that you will be returning to work as expected.

##### 4.2 Returning to work earlier than the Return Date

4.2.1 If you wish to return to work before the Return Date we inform you of, you must give us at least 8 weeks' notice in writing.

4.2.2 If insufficient notice is given for a request for an earlier Return Date, the Company may postpone your new return date until the earlier of 8 weeks after your request for an earlier Return Date and the original Return Date.

##### 4.3 Returning to work later than the Return Date

4.3.1 If you wish to return later than your Return Date (at the end of your AML), you should either:

(a) request unpaid parental leave in accordance with our Parental Leave policy; or

(b) use your accrued annual leave as set out below.

4.3.2 If you are unable to return at the end of your maternity leave period for medical reasons, please provide medical evidence and comply with the Company's sickness absence policy. In such a case you will then be treated as an employee on sick leave and your contract of employment will continue.

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

##### 4.4 When you return

4.4.1 Shortly before you are due to return to work, we will invite you to have an informal discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:

(a) updating you on any changes that may have occurred;

(b) discussing any necessary training; and

(c) potentially discussing any flexible working request which you have made.

4.4.2 If you return to work after a period of OML you will be entitled to return to the same position you held before commencing your maternity leave. Your terms and conditions of employment should be the same as they would have been if you had not been absent.

4.4.3 If you return to work after a period of AML you will normally be entitled to return to work to the same position you held prior to commencing leave, on the same terms and conditions as if you had not been absent, unless there is some reason which makes it impracticable for you to return to your original position. In such case, we may give you another suitable and appropriate job on terms and conditions which are no less favourable than your former position.

#### 4.5 **Deciding not to return**

4.5.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss your plans with us as early as possible. If you decide at any time during your maternity leave period that you do not want to return you should give notice of resignation in accordance with your contract.

4.5.2 The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

4.5.3 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

4.5.4 Giving notice to terminate your contract will not affect your right to receive SMP.

#### 4.6 **Returning to work part-time**

4.6.1 If you wish to request a change to your working pattern on return to work, you should make a flexible working request.

4.6.2 We will deal with any requests on a case-by-case basis and try to accommodate your wishes unless there is a reason for refusal, bearing in mind the needs of the business.

4.6.3 There is no automatic right to return to work part-time or to make other changes to your working patterns on return from maternity leave.

4.6.4 Requests should be made in accordance with our Flexible Working Policy.

### 5. **ILLNESS**

5.1 If you are absent from work due to a non-pregnancy related illness then you may be entitled to remain on sick leave and receive sick pay (if eligible) right up to the Start Date or the date on which you give birth (whichever is the earlier).

5.2 If you are absent from work due to a pregnancy related illness in the four weeks before the EWC, your maternity leave will start in accordance with 3.3(b). In such a case sick pay will not be paid and, if eligible, SMP will start to be paid.

5.3 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

## 6. TERMS AND CONDITIONS DURING MATERNITY LEAVE

### Contractual Rights During Maternity Leave

6.1 During your period of maternity leave your contract of employment will continue and you have the right to continue to benefit from the terms and conditions of employment which would have applied to you had you been at work (instead of on maternity leave) except for the terms relating to pay. In particular:

6.1.1 annual leave entitlement under your contract shall continue to accrue; and

6.1.2 pension benefits shall apply as set out below.

## 7. ANNUAL LEAVE

You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

### 7.1 Holiday Accrued up to the Start Date

7.1.1 Before you start your maternity leave, we will calculate how much holiday entitlement you have accrued up to the Start Date. The following options may be available to you, depending on your Start Date and where it falls in the Company's holiday year:

(a) The Company may require you to take any accrued outstanding holiday before the Start Date; or

(b) With the agreement of the Company, or where you have not been able to take all of your annual leave prior to the Start Date, you may take such annual leave after your maternity leave finishes, but before you have returned to work or after you have returned to work. Such annual leave may be carried over into a subsequent holiday year where it cannot reasonably be taken in the leave year in which it accrues. The times when you take this leave must be approved and agreed with your Line Manager.

### 7.2 Holiday Accrued During Maternity Leave

7.2.1 Your right to holiday will continue to accrue during your maternity leave on the same basis it would have accrued had you not been on maternity leave. The following options may be available to you, depending on when you return to work and where that falls in the Company's holiday year:

(a) The Company may require you to take holiday that will accrue during maternity leave before the Start Date;

- (b) The Company may require you take any holiday that will accrue during maternity leave after the end of your maternity leave, but before you return to work;
- (c) With the agreement of the Company, you may take holiday that accrues while you are on maternity leave after you have returned to work from maternity leave.

Holiday that cannot reasonably be taken in the year in which it accrues due to maternity leave may be carried over into the next holiday year. The times when you take this leave must be approved and agreed by your Line Manager.

## 8. PENSIONS

- 8.1 If you are entitled to SMP, we shall continue to make any employer pension contributions that we usually make, based on what your earnings would have been if you had not been on maternity leave during the 39 weeks in which you are entitled to SMP (provided that you continue to make contributions based on the maternity pay you are receiving). If you wish to increase your contributions to make up any shortfall from those based on your normal salary you should inform us of this.
- 8.2 During any part of your maternity leave in which SMP is not paid, we shall not make any employer pension contributions. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

## 9. STATUTORY MATERNITY PAY (SMP)

- 9.1 You will receive SMP provided that you:
  - 9.1.1 have completed 26 continuous weeks' employment ending with the Qualifying Week and are still employed by the Company during that week;
  - 9.1.2 have average weekly earnings during the Relevant Period not less than the lower earnings limit for National Insurance (please check with us for details); and
  - 9.1.3 comply with the notification requirements referred to below.
- 9.2 SMP is payable for up to 39 weeks. SMP will stop being payable if you return to work sooner (except where you are simply keeping in touch).
- 9.3 SMP is calculated as follows:
  - 9.3.1 for the first six weeks SMP is paid at 90% of your average weekly pay in the Relevant Period (the **Earnings Related Rate**); and
  - 9.3.2 for the remaining 33 weeks (or less if you return to work sooner) SMP is paid at the Prescribed Rate, or the Earnings Related Rate if this is lower. The Prescribed Rate is set by the government. For the current rate, please see [www.gov.uk/employers-maternity-pay-leave/entitlement](http://www.gov.uk/employers-maternity-pay-leave/entitlement).
- 9.4 SMP accrues from the Start Date or the date you commenced your maternity leave (if earlier) and thereafter at the end of each complete week of absence (measured from Sunday to

Saturday). SMP payments shall be made on normal payroll dates and Income Tax and National Insurance contributions and any pension contributions shall be deducted as appropriate.

9.5 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

9.5.1 the week following the week in which your employment ends; or

9.5.2 the 11<sup>th</sup> week before the EWC.

9.6 If you are awarded a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP (if you did not previously). We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings Related Rate will also be increased as necessary.

9.7 You can give notice of your right to SMP at the same time as your notification for maternity leave purposes. If however you are notifying the Company in relation to SMP only (for example, because your employment is terminating before your Start Date) you must give at least 28 days' notice to the Company of the date you expect your SMP to start and provide medical evidence of your pregnancy.

9.8 Any employee who is not entitled to SMP may be entitled to receive statutory maternity allowance. Please ask for details from your Line Manager if this applies to you.

## 10. **HEALTH AND SAFETY**

10.1 We normally carry out a risk assessment to assess the workplace risks to employees who are pregnant, have given birth within the last six months, or are breastfeeding.

10.2 If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:

10.2.1 changing your working conditions or hours of work;

10.2.2 offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

10.2.3 suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

## 11. **KEEPING IN TOUCH**

11.1 We may make reasonable contact with you from time to time during your maternity leave.

11.2 We can mutually agree that you may work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end. Any such arrangements, including pay, can be agreed between the Company and you. You are not obliged

to undertake any such work during maternity leave and we are not under an obligation to give you such work. In any case, you must not work during Compulsory Maternity Leave.

12. **ADOPTION**

If you will be adopting a child or having a child through a surrogate, please refer to our Adoption Policy.

**PART B**

**PATERNITY LEAVE**

This policy applies where your Partner has given birth or you and your Partner have adopted a child or had a child through a surrogate and you are not the birth parent or primary care giver.

1. **DEFINITIONS**

<b>Expected Week of Childbirth (EWC)</b>	the week, starting on a Sunday, in which the doctor or midwife expects your partner to give birth;
<b>Expected Placement Date</b>	the date on which an adoption agency expects that it will place a child into your care with a view to adoption; and
<b>Partner</b>	spouse, civil partner or someone with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
<b>Relevant Period</b>	the eight-week period ending with the Qualifying Week;
<b>Qualifying Week</b>	the 15th week before the EWC

2. **PATERNITY LEAVE**

2.1 To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the Qualifying Week or the week in which you and your Partner are notified by the adoption agency or local authority that you have been matched with a child.

2.2 Up to two weeks' paternity leave is available to qualifying employees for the purpose of caring for a child, or supporting the child's other parent in the following circumstances:

- 2.2.1 On the birth of a child, where either:
  - (a) you are the biological father and expect to have some responsibility for the child's upbringing; or
  - (b) you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
- 2.2.2 On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents and you expect to obtain a parental order giving you and your Partner responsibility for the child.



- 2.2.3 Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
- 2.2.4 Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
- 2.3 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see our Adoption Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.
- 2.4 You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave. Please ask us for details.
- 2.5 Paternity leave can only be taken for the purpose of caring for the child, or supporting the child's mother in caring for the child

### 3. **TIMING AND LENGTH OF PATERNITY LEAVE**

- 3.1 Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 3.2 Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 56 days (eight weeks) of birth or placement, or within 56 days of the first day of the Expected Week of Childbirth (if the child was born early).

### 4. **NOTIFICATION**

- 4.1 To take paternity leave you must give us written notice by the end of the Qualifying Week or, if you are adopting, no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:
  - 4.1.1 the EWC or the Expected Placement Date;
  - 4.1.2 the date you would like your leave to start (which may be a specified date after the start of the EWC or the Expected Placement Date, the actual date of birth or placement or a specified number of days after birth or placement); and
  - 4.1.3 whether you intend to take one week or two weeks' leave.
- 4.2 We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.
- 4.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

### 5. **PATERNITY PAY**

- 5.1 You will be entitled to take Statutory Paternity Pay (**SPP**) provided that you have at least 26 weeks' continuous employment ending with the Qualifying Week and your average earnings are

not less than the lower earnings limit for National Insurance set by the government each tax year.

- 5.2 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. Details of the current prescribed rate can be found at [www.gov.uk/employers-paternity-pay-leave/entitlement](http://www.gov.uk/employers-paternity-pay-leave/entitlement).

## 6. ANNUAL LEAVE

- 6.1 Annual leave will accrue during paternity leave at the rate provided under your employment contract.
- 6.2 If you are taking a period of paternity leave that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for that holiday year that cannot reasonably be taken before the end of the holiday year because of your period of paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless we agree otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at the Company's discretion.
- 6.3 You should discuss your holiday plans with your line manager in good time before starting your paternity leave..

## 7. PENSIONS

During paternity leave we shall continue to make the employer contributions that we would usually, based on what your earnings would be if you were not on paternity leave - provided that you continue to make contributions based on the paternity pay you are receiving.

## 8. TIME OFF FOR ANTE-NATAL APPOINTMENTS

- 8.1 You are entitled to take unpaid time off during your working hours to enable you to accompany your partner to one or two ante-natal appointments.
- 8.2 The only conditions are that, if asked, you produce a doctor's certificate confirming that your partner is pregnant and suitable evidence of your ante-natal appointment or other evidence where appropriate and when requested.
- 8.3 Please give the Company as much notice as possible of appointments and wherever possible try to arrange appointments for days when you are not working or as near to the start or end of the day or your shift if you are working.

## 9. SHARED PARENTAL LEAVE AND PAY

You and your partner may be entitled to shared parental leave and pay. Please enquire for details.