



Maternity Policy and Procedure

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Table of Contents

1	<u>POLICY STATEMENT</u>	3
2	<u>INTRODUCTION</u>	4
3	<u>PROCEDURE</u>	5
3.1	ANTE NATAL CARE	5
3.2	MATERNITY LEAVE.....	5
3.3	OBLIGATIONS ON THE EMPLOYEE	5
3.4	HEALTH AND SAFETY CONSIDERATIONS	6
3.5	PAY DURING MATERNITY ABSENCE	7
3.5.1	Company Maternity Pay	
3.5.2	STATUTORY MATERNITY PAY.....	7
3.5.3	OBLIGATIONS ON THE EMPLOYEE WHILST RECEIVING SMP	8
3.5.4	EFFECT OF SICKNESS ON MATERNITY PAY	8
3.6	REASONABLE CONTACT	8
3.7	KEEPING IN TOUCH DAYS	8
3.8	RETURN TO WORK.....	8
3.8.1	RIGHTS ON AND AFTER RETURN TO WORK	8
3.8.2	FAILURE TO RETURN TO WORK	9
3.8.3	TERMINATING THE CONTRACT OF EMPLOYMENT	9
3.9	NOTICE REQUIREMENTS	9
3.10	SHARING MATERNITY LEAVE AND PAY	10
3.11	RETURN TO WORK DUE TO SICKNESS	10
3.12	INDUSTRIAL ACTION.....	10
3.13	GENERAL ISSUES	10
3.13.1	PROTECTION AGAINST DISMISSAL	10
3.13.2	CASUAL, TEMPORARY AND FIXED TERM CONTRACTS.....	10
3.14	MATERNITY LEAVE AND ANNUAL LEAVE	10
3.15	CONTRACTUAL ENTITLEMENTS	11

Table of Figures

<i>Figure 1.2-1 Maternity Entitlement</i>	5
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1 POLICY STATEMENT

Annington Management's policy is to comply with both the letter and spirit of the law with regard to maternity rights. The aim of this policy and procedure is to inform all female employees of their entitlement to statutory maternity rights, of their right not to be discriminated against because of their pregnancy, and to ensure that they understand these rights.

The employee's service will be counted as continuous during maternity leave for both statutory and contractual rights.

This policy and procedure is subject to change in accordance with legislation and conforms to the following:

Maternity and Paternity Leave (Amendment) Regulations 2002
Maternity and Parental Leave etc. and the Paternity and Adoption Leave (Amendment) Regulations 2006
Sex Discrimination Act 1975 (Amendment) Regulations 2008
Maternity and Parental Leave etc. and the Paternity and Adoption leave (Amendment) Regulations 2008
Additional Paternity Leave Regulations 2010
Additional Statutory Paternity Pay Regulations 2010
Equality Act 2010

2 INTRODUCTION

The following minimum rights for pregnant workers apply regardless of length of service or number of hours worked:

- paid time off for antenatal examinations
- no dismissal during the period of pregnancy and maternity leave except in exceptional circumstances wholly unconnected with pregnancy
- no requirement is necessary for a comparator to be provided for discrimination on the grounds of maternity leave or pregnancy
- contractual rights, with the exception of remuneration, are preserved during the entire 52 week maternity leave period.

3 PROCEDURE

3.1 ANTE NATAL CARE

A pregnant employee has a right to paid time off to attend antenatal appointments with a registered medical practitioner, midwife or health visitor. The employee’s manager may ask the employee to try to re-arrange appointments to suit the needs of the Company.

After the first appointment, the employee must provide her manager with evidence of all future appointments, such as the appointment card. A photocopy of this evidence should be forwarded to Human Resources to be placed on the employee’s personal file.

3.2 MATERNITY LEAVE

Up to 26 weeks’ Ordinary Maternity Leave (OML) and up to 26 weeks’ Additional Maternity Leave (AML), making a total of up to 52 weeks’ of maternity leave.

A pregnant employee is entitled to the following provisions provided she has 26 weeks of continuous service at the beginning of the 15th week (the qualifying week) before the expected week of childbirth (EWC). The pay entitlements are only valid whilst the employee is on maternity leave:

Continuous Service	Maternity leave entitlement	Statutory Maternity Pay (SMP)
Less than 26 weeks’ service at the 15 th week before the EWC	Up to 52 weeks’ absence, which can commence at any time after the beginning of the 11 th week before EWC as follows: The first 26 weeks is referred to as Ordinary Maternity Leave (OML) The leave period following the first 26 weeks’ leave is referred to as Additional Maternity Leave (AML)	No SMP entitlement but may be entitled to Maternity Allowance from the Government. (See 3.5.2 and 3.5.3 below for further details)
More than 26 weeks’ service at the end of the 15 th week before the EWC	Up to 52 weeks’ absence, which can commence at any time after the beginning of the 11 th week before EWC as follows: The first 26 weeks is referred to as Ordinary Maternity Leave (OML) The leave period following the first 26 weeks’ leave is referred to as Additional Maternity Leave (AML)	6 weeks at the higher rate and 33 weeks at the lower rate (See 3.5.3 below for further details)

Figure 1.2-1 Maternity Entitlement

Full details of Maternity Pay are detailed in Section 3.5.

NOTE: The ‘beginning of the week’ commences at midnight on Saturday night/Sunday morning.

3.3 OBLIGATIONS ON THE EMPLOYEE

The employee must complete Form A (included with the Employee Guide to Maternity Leave) and return it to Human Resources by no later than the start of the 15th week before the EWC (or as soon as reasonably practicable).

This form supplies the Company with the following details relating to the employee:

- that she is pregnant
- the date of the EWC
- the date of the beginning of her absence; and
- that she intends to return to work with the Company, should she wish to confirm this, at this time

The employee should provide the Company with the MAT B1 Certificate that will be provided by her doctor or midwife 20 weeks before the EWC. The certificate should be kept on the employee's personal file.

Maternity leave may not start before the 11th week before the EWC. Employees may continue to work beyond this 11th week if they wish and still qualify for maternity pay, but they must not be permitted to remain at work if medically unfit to do so.

Where an employee is absent from work after the beginning of the 4th week before the EWC, wholly or partly because of pregnancy or childbirth, maternity leave will commence from the first day of absence. Prior to the 4th week, if an employee is absent from work due to sickness, whether it be unrelated or wholly or partly because of childbirth, then the normal company sickness scheme shall apply to such an absence.

If the baby is born before maternity leave commences, the date of childbirth will be the first day of maternity leave.

An employee is not permitted to work during the two-week period immediately following the actual day of childbirth. This two-week period is included in the maternity leave entitlement.

3.4 HEALTH AND SAFETY CONSIDERATIONS

When a manager has been informed that an employee is pregnant, a risk assessment (or re-assessment) of their workplace and job must be undertaken by the Company's Health and Safety Advisor and the employee's Line Manager. This assessment must consider any risks that may harm an expectant mother or her unborn child. These would include physical risks (manual handling of loads), any dangerous substances, or working conditions.

Managers must take all reasonable steps to avoid the risks that may harm the expectant mother, by ensuring that an assessment takes place as soon as they become aware of her condition.

Managers should be aware that the volume and pacing of work should not be excessive. In particular, the manager may identify other risks that could be avoided by longer or more frequent rest breaks and by adjusting work stations or work procedures.

Where the risk cannot be avoided, if it is reasonable to do so, the manager will:

- temporarily adjust the employee's working conditions/ hours of work;
- offer the employee alternative work if any is available; or, as a last resort
- give paid leave as long as is necessary to protect the employee's health and safety and/or that of her unborn child.

If an employee is suspended during her pregnancy on health and safety grounds, she will be entitled to receive whatever remuneration she would have received had she not been suspended.

Employees are prohibited from working, or being permitted by the Company to work, during the two weeks immediately after the date of childbirth.

3.5 PAY DURING MATERNITY ABSENCE

An employee may be eligible for Statutory Maternity Pay (SMP) or Maternity Allowance (MA) or discretionary Company Maternity Pay (CMP) payments during maternity leave depending on length of service and subject to the conditions detailed below.

3.5.1 Discretionary Company Maternity Pay (CMP)

Where the employee has at least 26 weeks of continuous service by the 15th week before the expected week of childbirth, and her earnings are above the National Insurance lower limit, the company may offer discretionary company maternity pay. The current provisions are set out below. Currently, where the employee is eligible, the company pays company maternity pay for thirty-nine weeks. The company provides 26 weeks at full basic pay followed by 13 weeks at half basic pay. This payment includes any statutory maternity pay to which the employee is entitled. The remaining 13 weeks of maternity leave is without pay.

The company normally assesses discretionary company maternity pay on basic pay. Where higher rate SMP exceeds 100% of basic pay, the company will substitute this for the first six weeks

3.5.2 Statutory Maternity Pay

SMP payments are made irrespective of whether the employee intends to return to work. SMP is payable for a maximum of 39 weeks and is subject to deductions for Income Tax and National Insurance. The first 6 weeks are paid at nine-tenths of the average of the 8 weeks' pay (known as the reference period) prior to the qualifying week (this is the higher rate SMP). The following 33 weeks are paid at the lower rate SMP (SMP only) OR 90% of the employee's weekly earnings if this is less than the rate at which SMP is payable.

An employee will be entitled to SMP during maternity leave provided that:

- she has at least 26 weeks' continuous employment with the company (irrespective of hours worked) at the end of the 15th week before the EWC – the Qualifying Week (QW)
- her average earnings in the 8 weeks ending with the QW are not below the lower earnings level for National Insurance Contributions (NIC)
- she is still pregnant at the 11th week before the EWC or has had the baby at that time
- she has provided the Company with written notice by no later than the start of the 15th week before the EWC of her intention to take maternity leave (confirmation of her pregnancy with the production of a MATB1 form must be provided no later than the end of the third week of maternity leave)
- the employee will be entitled to continue receiving their ordinary (non pay) benefits irrespective of which type of maternity leave they are taking, i.e. company car, mobile phone.

If a pay rise takes effect at any time between the start of the 8 week reference period and the end of the maternity leave (be this ordinary or additional) a re-calculation will need to be applied including the following scenarios and the difference that is owed should be paid to the employee:

- any pay-rise awarded from the 15th week prior to the expected week of childbirth through to the end of maternity leave will result in a re-calculation of SMP and a payment made to the employee
- if a pay-rise is awarded during unpaid maternity leave e.g. the last thirteen weeks of additional maternity leave, SMP will be re-calculated as though the pay-rise took effect from the beginning of the maternity pay period.

3.5.3 Obligations on the Employee whilst Receiving SMP or CMP

The employee must inform the Company if:

- she starts work for another employer during the maternity pay period; or
- she is taken into legal custody during the maternity pay period.

3.5.4 Effect of Sickness on Maternity Pay

If an employee is sick up to the 4th week before the EWC then the normal Company Sickness Scheme shall apply to such an absence.

If an employee is absent from work due to a pregnancy related illness at any time during the last 4 weeks before the EWC, she will be deemed to have begun her period of maternity leave.

If an employee chooses to return to work before all 26 weeks' paid leave are taken, maternity pay will cease and normal pay will resume from the effective date of her return to work.

3.6 REASONABLE CONTACT

Shortly before an employee's maternity leave starts, the Company will discuss the arrangements for her to keep in touch during her leave, should she wish to do so. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during her maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her absence.

3.7 KEEPING IN TOUCH DAYS

Except during the first two weeks after childbirth, an employee can agree to work for the Company (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of her maternity leave to an end and without loss of a week's SMP. These are known as 'keeping-in-touch' days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the Company.

3.8 RETURN TO WORK

3.8.1 Rights on and after Return to Work

On resuming work after Ordinary Maternity Leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment, as if she had not been absent.

On resuming work after Additional Maternity Leave, again she is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent. However, if it is not reasonably practicable for the Company to allow the employee to return to the same job, the Company may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if she had not been absent.

An employee who worked full-time prior to her maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company's business. If an employee would like this option to be considered, she should write to her line manager, in accordance with the flexible working policy, setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request. The procedure for dealing with such requests is set out in the Company policy on flexible working.

An employee's right to return to the job in which she worked under her original contract of employment will not apply where:

- exceptional circumstances (other than redundancy) have arisen, e.g. a general reorganisation, which has necessitated a change in the job in which she was previously employed
- She is unable to return to her own post because it had been deleted during her absence (i.e. she may therefore be redundant)

3.8.2 Failure to Return to Work

Should the employee fail to return to work after the 52 weeks of maternity leave, and has not provided a medical certificate to cover her absence and has not advised the Company of her intention to resign, she will be regarded as taking unauthorised leave of absence. Unauthorised leave of absence is addressed under the Disciplinary Procedure which may be deemed to apply under these circumstances.

3.8.3 Terminating the Contract of Employment

If the employee does not wish to return to work after the birth of her baby, she may resign as normal, giving as much written notice as is required by her contract of employment.

3.9 NOTICE REQUIREMENTS

The employee must notify the Company in writing by no later than the end of the 15th week before the EWC of:

- The fact that she is pregnant
- The date on which they intend their maternity leave to begin.
- The Expected Week of Childbirth (EWC).

The employee must notify the Company if the birth is earlier than the EWC, and this notice must be given as soon as practicable after the birth.

The employee may change her mind about her leave start date, providing she tells the Company 28 days in advance of the change, unless this is not reasonably practicable.

The Company will respond to the employee's notification of her leave plans within 28 days, setting out the date on which she is expected to return to work if she takes her full entitlement to maternity leave.

The employee will be advised in writing by the Company of the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave. The employee is expected to return on this date, unless she notifies the Company otherwise. At least 8 weeks' notice must be given if the employee intends to return before the end of the AML period.

If the employee attempts to return to work without having given the 8 weeks' notice, Annington reserves the right to postpone her return by up to 8 weeks' provided that this is not later than the expected return date.

If an employee is unable to return to work at the end of the Maternity Leave Period (MLP) due to illness, the normal Company Sickness Scheme and reporting rules will apply.

3.10 SHARING MATERNITY LEAVE AND PAY

Shared parental leave allows for a greater opportunity for parents to share in the initial care of their child. A mother can agree to bring her period of maternity leave and pay to an end, and share the remaining untaken balance with their partner, or return to work early and agree to take the remaining balance of leave and pay at a later date.

Please refer to our separate policy on shared parental leave for further details.

3.11 RETURN TO WORK DUE TO SICKNESS

If an employee is unable to return to work through illness at the end of her Maternity Leave period, she does not lose her right to return but will be treated as if she has returned and is currently on sick leave. The Company Sickness Scheme shall apply to such an absence.

3.12 INDUSTRIAL ACTION

If work is interrupted on the notified day of return (due to industrial action or some other cause) and it is unreasonable to expect the employee to attend, she may instead return when work resumes, or as soon as practically possible.

3.13 GENERAL ISSUES

3.13.1 Protection against Dismissal

Regardless of length of service, employees are protected against dismissal or selection for redundancy on maternity related grounds. In addition, there is an automatic right to receive written reasons for dismissal during the maternity leave period.

3.13.2 Casual, Temporary and Fixed Term Contracts

All female employees, regardless of their length of service or hours worked are eligible for the maternity provisions detailed above. This includes those on Casual, Temporary, or Fixed Term contracts. The only difference for these employees is that if the fixed term expires while they are on maternity leave their maternity leave period ends automatically when the contract expires and they do not have the right to return to work at the end of their maternity leave period. However, because the right to SMP is independent of the right to take maternity leave, the usual rules relating to SMP will apply. This means that as long as the employee on the contract qualifies for SMP she will be entitled to claim it for a full 39 weeks regardless of whether her contract has expired in the meantime.

3.14 MATERNITY LEAVE AND ANNUAL LEAVE

Staff members continue to accrue holiday in line with their contractual entitlement during the course of maternity leave. Holiday entitlement accrued prior to maternity leave should be taken prior to the start of the period of maternity leave.

Where the period of maternity leave starts in one leave year and ends in the next, any annual leave outstanding from the first leave year should be taken within three months of returning to work.

The employee will continue to accrue their normal annual leave entitlement during both Ordinary and Additional Maternity Leave.

Where an employee returns to work at any point during either the OML or AML period and subsequently resigns, payment in lieu of any outstanding annual leave that has accrued during both the OML and AML periods will be calculated and paid in accordance with contractual entitlements.

Where an employee does not return to work following maternity leave, payment in lieu of any outstanding annual leave will be made in line with their contractual entitlement.

3.15 CONTRACTUAL ENTITLEMENTS

All contractual entitlements, except for remuneration, (e.g. holiday accrual, company cars, insurance schemes such as PMI and PHI) will apply during both Ordinary and Additional Maternity Leave.