

# Maternity and Adoption Leave Policy and Procedure

## Contents

Policy.....	2
Introduction .....	2
Provision & Procedure .....	2
Eligibility for Leave .....	2
Leave Entitlement .....	2
Compulsory Leave.....	2
Commencement Date.....	2
Changing the Commencement Date.....	2
Maternity Pay.....	2
Notification .....	3
Failure to Provide Notification .....	3
Grant of Leave.....	3
Keeping in Touch (KIT) Days.....	3
Contact during Maternity Leave .....	3
Cover during Maternity Leave .....	3
Earlier Than Expected Childbirth .....	4
Multiple Births .....	4
Death of a Baby During or After Birth.....	4
Ante-natal Appointments .....	4
Sick leave during pregnancy and Pregnancy Related Illnesses .....	4
Annual Leave.....	4
Health & Safety Risk Assessment.....	4
Return to work.....	5
Returning to Work Before the Planned Return Date .....	5
Returning to Work after the Planned Return Date .....	5
Non-return to work.....	5
Return to work Where Parental Leave is Taken.....	5
Flexible Working Requests.....	5
Pregnancy During Maternity Leave.....	5
Contractual Benefits .....	5
Employment Rights .....	5
Failure to Follow Procedure .....	6
Appeals Procedure .....	6
Policy Review and Assessment .....	6

## Policy

### Introduction

The policy of the Interr is to provide maternity benefits which comply with laws regarding maternity rights and statutory requirements. This policy applies to all female members of staff regarding both maternity and adoption leave and aims to inform them of their entitlement to contractual and statutory maternity rights, it also ensures that those rights are understood. The purpose of maternity leave is to allow the mother to give birth, recover after giving birth and have the opportunity to care and bond to her new child.

This policy applies to all female employees at Interr regardless of their length of service within the company.

## Provision & Procedure

### Eligibility for Leave

All female employees are entitled to take up to 52 weeks of Statutory Maternity Leave (SML) around the birth of their child, regardless of length of service.

### Leave Entitlement

Statutory Maternity Leave is a 52 week period consisting of 26 weeks of Ordinary Maternity Leave (OML) preceded immediately by 26 weeks of Additional Maternity Leave (AML).

From 5<sup>th</sup> April 2015 employees can now share their Maternity Leave with their partner if their baby is due on or after 5<sup>th</sup> April 2015. Please see the Shares Parental Leave and Pay Policy for further details and eligibility.

### Compulsory Leave

It is compulsory that an employee takes a minimum of two weeks leave after the birth of the child.

### Commencement Date

Maternity leave can commence any time after 11 weeks before the Expected Week of Childbirth up until the date of birth.

The employee is entitled to choose when the maternity leave shall commence, although if the baby is born before the employee has begun the maternity leave then the maternity leave and pay will automatically commence from the date that the child is born.

### Changing the Commencement Date

Employees are entitled to change the commencement date of Statutory Maternity Leave and must do this by whichever is the earlier of:

- 28 days before the leave was intended to start,
- 28 days in advance of the new start date of maternity leave.

### Maternity Pay

Employees will qualify for Statutory Maternity Pay providing that they have:

- been with the Company for 26 continuous weeks extending into the 15<sup>th</sup> week before the expected week of childbirth,
- be earning at least the weekly earnings threshold a week (before tax) in an 8-week 'relevant period, -
- submitted their MAT B1 form to the Company prior to the child's birth,
- given the Company 28 days' notice of the date from which the SMP should start.

Employees are entitled to Statutory Maternity Pay (SMP) for 39 weeks of their leave for the:

- first six weeks the employee will receive each week 90 per cent of their average gross weekly earnings.
- remaining 33 weeks each week employee will receive the lower of either the standard rate per week, or 90 per cent of their average gross weekly earnings.

Employees at head office level or above will be paid full basic pay for the first 13 weeks of their leave, then half pay for a further 13 weeks, then the last 13 weeks will be paid at the Statutory Maternity Pay rate. All other employees will be paid at a flat rate laid down by statute or 90% of average weekly earnings if this is less.

## **Notification**

An employee should provide as much notice as possible of their intention to take maternity leave as it will allow the Company to carry out legal obligations such as a health and safety risk assessment.

If this is not possible then the intended start date of leave must be communicated to Interr at least 15 weeks before the beginning of the week of the date of childbirth (EWC) in writing.

This notification must include:

- the fact that the employee is pregnant,
- the baby's due date,
- the commencement date of the maternity leave (this date can be changed later on the basis that 28 days' notice is provided).

Once the employee has been pregnant for 21 weeks the employee must supply the Company with a MAT B1 from their doctor or midwife.

## **Failure to Provide Notification**

If the employee fails to provide the required notice without a valid reason they will lose their right to start the maternity leave on the chosen date.

The Company will however, try to accommodate the chosen date based on operational requirements.

## **Grant of Leave**

Upon receipt of a written request the Company will confirm with the employee by telephone the start and end dates of the employee's leave and pay. This will also be confirmed in writing within 28 days of receiving the request.

## **Keeping in Touch (KIT) Days**

An employee can carry out up to 10 KIT days of work during their Statutory Maternity Leave without terminating their maternity leave. Any work carried out within a day will constitute one full day of work, for example, attending a meeting.

Both the employer and employee have to agree for an employee to work a KIT day, an employee will not jeopardise their employment if they refuse to work a KIT day. This means that an employee on maternity leave can attend training, meetings and undertake a full day of work as normal. KIT days cannot be within the two weeks after child birth. Any completed days of work will not extend the maternity leave period.

The employee and Interr will agree on how much the employee will be paid for the KIT day of work on a case per case situation. If the employee is receiving SMP whilst completing a KIT day Interr will continue to pay the SMP for that week as well pay for the KIT day worked.

## **Contact during Maternity Leave**

During the maternity leave period regular contact between Interr and the employee is encouraged, such communication will not bring the maternity leave to an end. Contact can be made by telephone, email, letter or a meeting at the workplace. The amount of contact will be dependent on the nature of the work and will be agreed upon before the commencing of leave. Employees will be informed of any promotion opportunities and other information relating to their job whilst on leave.

## **Cover during Maternity Leave**

Appropriate cover will be arranged to fulfil the tasks required by the employee on leave to ensure the smooth running of the business. Any person temporarily appointed to cover the maternity leave will have a clause in their contract stating that the contract will expire on the return of the employee from maternity leave.

## Earlier Than Expected Childbirth

Maternity leave will begin on the day after the birth of the child if the birth is before:

- the notified Statutory Maternity Leave start date,
- the employee has notified the Company of any date.

If this occurs then the employee should provide the Company with the date of birth if it has already taken place in writing.

## Multiple Births

The Statutory Maternity Leave period does not increase if multiple children are born from a single pregnancy and will remain at a total of 52 weeks.

## Death of a Baby During or After Birth

In unfortunate situations where the child is born alive and then later dies the employee is still entitled to Statutory Maternity Leave. An employee is also granted Statutory Maternity Leave if she was to give birth to a still born baby after the end of the 24<sup>th</sup> week of pregnancy. In circumstances when a employee gives birth to a stillborn baby before the end of the 24<sup>th</sup> weeks she is entitled to sick or compassionate leave instead.

## Ante-natal Appointments

As long as the employee has submitted formal notice of their pregnancy the employee` 1 will be paid at their normal rate of pay whilst attending antenatal care appointments and medical examinations. These are appointments that are advised by a mid-wife, health advisor or registered medical practitioner.

Interr require evidence of the employee's attendance at ante-natal appointments, except for the initial appointment and can be in the form of:

- written documentation from a midwife, medical practitioner or heath advisor,
- appointment card.

Where possible employees should arrange appointments outside working hours.

## Sick leave during pregnancy and Pregnancy Related Illnesses

If an employee is absent for any reasons related to the pregnancy after the beginning of the four weeks before the EWC the maternity leave and maternity pay will begin automatically the day after the first day of the pregnancy related illness.

Any absence due to sickness before this date will be treated through the sickness procedure.

## Annual Leave

Annual holiday entitlement will continue to accrue during the whole of your maternity leave. You must discuss and agree with the Company, in advance, when your accrued holiday entitlement can be taken.

Employees may not take annual leave during maternity leave, although you can apply to take annual leave prior or after maternity leave. Authorisation must be obtained from the Company in the normal way prior to your accrued holiday being taken. If the birth of the child is within the annual leave period the maternity leave begins and annual leave stops.

Employees will not be allowed to carry over any untaken annual leave entitlement if the maternity leave spans over two different holiday years. In this situation if the employee is unable to take their annual leave entitlement prior to their leave, the employer will pay this accrued holiday. This is at the sole discretion of the employer.

All accrued annual leave must normally be taken before the end of the current holiday year on returning to work following maternity leave.

## Health & Safety Risk Assessment

Risk assessment will be conducted upon formal notification of pregnancy to ensure the safety of the mother to be in the workplace. Depending on when formal notification of pregnancy is given, a risk assessment will be conducted by the employee's line manager or a member of the HR department every trimester. If it is found that the employee's

working duties pose a threat to either her or the baby's health and safety the duties will be modified or alternative work of a suitable nature will be assigned. Medical advice or evidence maybe requested to help with this assessment. If this is not possible she will be suspended from work on full pay on medical grounds.

## **Return to work**

Employees that return within the Ordinary Maternity Leave (OML) period are entitled to return to the same job and conditions of employment as before commencing maternity leave.

Unless the Company is notified otherwise the return to work date will normally be the first working day 52 weeks after the maternity leave began.

If an employee returns during or at the end of the Additional Maternity Leave period and if it is not possible to be returned to the original position, an alternative position can be offered. The alternative position must be on conditions that are no less favourable than the position the employee had before commencing maternity leave, if an employee refuses to accept the new position offered they are effectively resigning from the company.

Interr will conduct a risk assessment to identify risks to breastfeeding employees that are returning to work, a suitable area will be provided for employees to rest with suitable rest periods allocated.

## **Returning to Work Before the Planned Return Date**

The employee must provide the Company notice of the intention to return to work at least 8 weeks before the new return date. Less notice maybe accepted on a discretion basis and should be discussed between the HR department and Line Manager.

## **Returning to Work after the Planned Return Date**

If an employee wishes to return to work after the planned return date that falls within the 52 weeks of leave the employee must provide the Company of the new date at least 8 weeks before the original planned return date.

## **Non-return to work**

If an employee wishes not to return to work after maternity leave a resignation must be given in line with the employee's contract of employment.

If an employee resigns whilst on maternity leave, Statutory Maternity Pay will be paid until the last day of the employee's service as stated in the resignation.

## **Return to Work Where Parental Leave is Taken**

If an employee needs to take more time off to look after their child, they may be entitlement to parental leave.

An employee can take a certain amount of parental leave without it impacting on their right to return to work. If an employee takes more than that amount they will be able to return to the same job unless this is not reasonably practical. If this is the case the employee must be offered alternative work that is suitable and with terms and conditions as if they have not been absent.

## **Pregnancy During Maternity Leave**

In the case that an employee falls pregnant again whilst on maternity leave she must notify Interr in the same way, and is able to begin maternity leave as the current one ends.

## **Contractual Benefits**

While on maternity leave the employees contract of employment continues with all the same terms and conditions with the exception of salary.

## **Employment Rights**

You will not be subject to any detriment by the Company because you took or sought to take maternity leave.

It must be noted that the provision of false information claiming an entitlement to maternity leave which does not rightly exist, is likely to be treated as Gross Misconduct. The Company reserves the right to require confirmation of the birth by inspecting the birth certificate or of adoption by inspecting the adoption agency papers.

**Failure to Follow Procedure**

Any leave taken without following the stated procedure and not authorised by the manager will be considered as unauthorised absence. The employee may be suspended pending a full investigation that may result in formal disciplinary action being taken.

**Appeals Procedure**

Managers should be advised that decision regarding maternity leave should be applied as consistently as possible. Any employee who believes that this policy is not being fairly applied may seek redress initially in writing to the HR department and thereafter through the Grievance Procedure.

**Policy Review and Assessment**

This policy may be amended by Interr at any time in order to take into account changes in legislation and best practice.



Mick Tabori - CEO  
February 2019