

Grafton Childcare  
Maternity Policy  
12<sup>th</sup>

**1. Introduction**

1. It is the policy of Grafton Childcare (“the Company”) to ensure that, as far as possible, employees are able to combine their career and family responsibilities. The Company recognises that parenthood brings additional responsibilities. The Company values the contributions of our female staff and every effort is made to encourage women to return to work from Maternity Leave.
2. This Maternity Policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth. The Company implements the maternity rights set down in legislation.
3. The following abbreviations are used in this Maternity Policy:
  1. EWC – Expected Week of Childbirth, means the week starting on a Sunday, in which the employee’s doctor or midwife expects her to give birth.
  2. QW – Qualifying Week means the 15<sup>th</sup> week before the EWC.

**2. Time off for Antenatal Care**

1. Once an employee has advised her line manager that she is pregnant, she is entitled to take **reasonable** paid time off to attend antenatal appointments made on the advice of her doctor, midwife or health visitor. Antenatal care may include relaxation and parentcraft classes.
2. This right applies irrespective of length of service.

**3. Notification of Pregnancy**

1. On becoming pregnant, an employee should notify her line manager as soon as she feels able to do so. This is important because there are health and safety considerations for the employee and the Company.
2. By the end of the Qualifying Week, or as soon as reasonably practicable afterwards, the employee is required to provide the following information in writing to the Company:
  1. that she is pregnant;
  2. her EWC;
  3. the date on which she intends to start her maternity leave.
3. The employee must also provide her line manager with a MAT B1 form. The form must have either the doctor’s name and address or the midwife’s name and registration number on it. The MAT B1 form confirms the employee’s EWC.
4. The employee is permitted to bring forward her maternity leave start date, provided she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided she advises the Company in writing at least 28 days before the original proposed

start date or, if that is not possible, as soon as reasonably practicable.

5. The Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

#### **4. Provision**

1. **Maternity Leave Period – Ordinary Maternity Leave**
  1. All pregnant employees are entitled to a maximum of 26 weeks' Ordinary Maternity Leave ("OML") and 26 weeks' Additional Maternity Leave ("AML"), making a total of 52 weeks. For 39 weeks of this 52-week period, employees are also entitled to receive Statutory Maternity Pay ("SMP") or Maternity Allowance ("MA"), if not entitled to SMP. Both are detailed in Clause 6 of this policy.
  2. Maternity leave should normally commence no earlier than 11 weeks before the EWC, unless the child is born prematurely before that date.
  3. Maternity leave will start on whichever date is the earliest of:
    1. The employee's chosen start date;
    2. The day after the employee gives birth; or
    3. The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.
  4. The law obliges all employees to take a minimum of two weeks' compulsory maternity leave immediately after the birth of the child.
2. **Rights during OML Period**
  1. The employee will continue to benefit from all of the rights conferred by her Terms and Conditions of Employment, except for the right to remuneration.
  2. The whole period of absence for OML counts for seniority and pension purposes.
  3. Prior to commencement of Maternity Leave the employee will be informed of the arrangements for covering her work and for remaining in contact whilst she is on leave. As far as possible, such arrangement will be finalised in consultation with the employee herself. If she has staff reporting to her, she will be involved in all decisions relating to the temporary reporting arrangements to cover her Maternity Leave.
  4. In addition staff on Maternity Leave will usually remain on circulation lists for internal memoranda and other documents and will be included in invitations to work-related social events as though they were still at work. Where the employee has executive/managerial/supervisory responsibilities we will try to ensure that she is given the opportunity for consultation about such decisions taken in her absence.
3. **Right to return to work following OML**
  1. The employee will be entitled to return to the job in which she was employed before her absence on terms and conditions not less favourable than those which would have applied if she had not been absent.
  2. The employee does not have to give notice of her return unless she wishes to return early; in which case she must give 8 weeks' notice to

the Manager. If the employee fails to give the requisite notice, we reserve the right to postpone her return so as to obtain a maximum of 8 weeks' notice.

4. Additional Maternity Leave

1. The employee is also entitled to Additional Maternity Leave ("AML").
2. AML allows the employee up to a further 26 weeks' maternity leave after the end of OML. AML must run immediately and continuously from the end of OML.
3. The whole period of absence for AML counts for seniority and pension purposes.
4. The employee's contract of employment continues to subsist throughout the period of AML, and the employee will benefit from all of the rights conferred by her Terms and Conditions of Employment, except for the right to remuneration.

5. Right to return to Work after AML

1. The employee is entitled to return after AML to the same job or, if it is not reasonably practicable, to a suitable alternative role. The terms and conditions of such employment will be no less favourable than would have applied if she had not been absent.
2. The employee is required to give no notice of her intention to return if she returns at the end of the 26-week period of AML but must give 8 weeks' notice of an intention to return early. This notice should be given in writing. If the employee fails to give the requisite notice, we reserve the right to postpone her return so as to obtain a maximum of 8 weeks' notice.

6. Throughout both OML and AML, the employee:

1. Retains the right to notice, right to redundancy pay, access to disciplinary and grievance procedures and the employer's implied obligation of trust and confidence; and
2. Remains bound by the implied obligation of good faith and any express terms about termination, disclosure of confidential information, acceptance of gifts and her participation in any business.

7. Holiday during maternity leave

1. As stated above, the employee's contract of employment remains in force during OML and AML for all purposes except remuneration. Therefore, both statutory and contractual annual holiday entitlement continue to accrue in the normal way during maternity leave.
2. Prior to the commencement of maternity leave, the employee's Manager will discuss the timing of the employee's holiday in relation to her forthcoming maternity leave. The Company may:
  1. require the employee to use all her outstanding holiday entitlement before starting maternity leave; or
  2. agree that the employee may carry the holiday forward and take it on her return to work after maternity leave.
3. On the employee's return to work during the next holiday year, the employee will be able to take her full annual leave entitlement in the usual way in accordance with Company's annual leave policy.

## **5. Work and Contact during Maternity Leave**

1. The Company reserves the right to keep in reasonable contact with the employee during her Maternity Leave. This may be to discuss the employee's plans for return to work or to update her on developments at work during her absence.
2. Except during the first two weeks after childbirth, the employee can agree to work for the Company (or attend training) during her Maternity Leave on a "keeping-in-touch" ("KIT") day without bringing her Maternity Leave to an end or losing her SMP. The employee may work up to a total of 10 KIT days during her Maternity Leave.
3. During the Maternity Leave period, the Company has no right to require the employee to carry out any work and the employee does not have the right to undertake any work.
4. Work undertaken on a KIT day may include training or other events and is not limited to the normal job performed by the employee.
5. If the employee wishes to work on a KIT day this must be agreed with us.
6. Before working on a KIT day, the amount of pay that the employee will receive for working on that day must be agreed, as must the weekly pay for a week during which the employee works on a KIT day. Payment cannot be lower than the weekly rate of SMP to which the employee is entitled.
7. The total Maternity Leave period will be unaffected whether the employee works on a KIT day or not.
8. Once the KIT days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the organisation.

## **6. Statutory Maternity Pay**

1. An employee will be entitled to SMP if she fulfils the following criteria:
  1. She is still pregnant 11 weeks before the start of the EWC, or has already given birth;
  2. She has given 28 days' notice of her maternity leave (unless with good reason);
  3. She has provided medical evidence with a form (MATB1);
  4. She has been employed continuously for 26 weeks up to and including her Qualifying Week (the 15<sup>th</sup> week before the EWC); and
  5. Her average weekly earnings are at least equal to the lower earnings limit for National Insurance (NI) purposes in the relevant period.
2. Eligible employees will be entitled to SMP for a period of 39 weeks at the following rate:
  1. For the first 6 weeks, at the rate of 90 percent of normal weekly earnings; and
  2. For the remaining 33 weeks, either 90 percent of normal weekly earnings or the standard rate of SMP, whichever of these is lower. SMP is paid at a rate set by the Government for the relevant tax year.
3. Employees who are not eligible for SMP may be entitled to claim Maternity Allowance (MA), which is payable directly by the Government. An employee who is not entitled to SMP will be given a form SMP1 to allow her to make a claim for MA.

4. Payment of SMP cannot start prior to the 11<sup>th</sup> week before the employee's EWC.

## **7. Meeting with The Company**

### **1. Preliminary Meeting**

As soon as practicable after notifying the Company of her pregnancy, we will arrange for a meeting between the employee and the Manager. This will be an informal interview the purpose of which will be to ensure that:

1. She has been informed and understands her rights regarding OML and AML, and particularly the need to give appropriate notice.
2. She is aware of her entitlements to pay for OML and AML.
3. She is given an opportunity to discuss any health and safety concerns.
4. She will be provided with The Company's "New and Expectant Mother Workplace Risk Assessment" Form

### **2. Subsequent Meetings**

1. The Company recognises that up to one year away from work is a significant period of time and therefore aims to ensure that an employee's return to work after maternity leave is as easy as possible.
2. At least one month before the employee is due to return to work, she will be invited for an informal meeting with the Manager in order to provide an opportunity for discussion of any material points concerning her return to work. These include:
3. Updating her on developments at work.
4. Considering whether any re-training needs have arisen either because of staleness or new technical or other developments. It is our aim to ensure that an employee's Maternity Leave does not put her at a disadvantage in relation to skills or other training needs.
5. Providing her with the opportunity of indicating whether she wishes to be considered for flexible working.
6. Considering whether she would like to avail herself of the opportunity for taking a career break.
7. The interview will also provide an opportunity to discuss and explain any necessary and unavoidable changes to the employee's work.

## **8. Returning to Work**

1. Before going on maternity leave, the Company will have advised the employee of the date on which she is expected to return to work if she takes her full entitlement to OML and AML. The employee is expected to return on that date unless she advises the Company otherwise.
2. If the employee wishes to return to work earlier than the expected return date, she must give the Company at least eight weeks' notice of her date of early return.
3. If the employee decides not to return to work after maternity leave, she must give notice of resignation in accordance with the terms of her contract.
4. On the employee's first day back at work, she should arrive at her normal start time and report immediately to the Manager who will be responsible for dealing with any housekeeping matters. The the Manager will also:

1. arrange a catch-up meeting to update the employee on developments which have taken place in her absence;
  2. discuss the arrangements for handover of work back to the employee;
  3. discuss any training needs and how they will be addressed.
5. The Company will make every reasonable effort to accommodate an employee's request for a phased return to work following maternity leave in order to enable the employee to settle back into work on a gradual basis. However, the employee must have fully returned to work within two months of her return date. Each such request will be dealt with on an individual basis, taking into account the Company's business needs.

## **9. Transfer of Maternity Leave**

1. The employee has the choice to transfer up to six months' leave to her spouse, partner, civil or cohabiting partner or to the father of the child. Further details can be obtained from the spouse's or partner's employer. The earliest date on which this leave can be transferred is 20 weeks after the date of birth or placement, and when the Mother has returned to work.
2. Some of the leave may be paid if the employee has not taken all the 39 weeks' paid entitlement.

## **10. Post-Maternity Leave**

1. The opportunities for flexible working will depend on the needs of the business but we recognise that many women will be interested in reducing their working hours for a while after their return from Maternity Leave. We will make every effort to accommodate requests for part-time working and other forms of flexible work arrangements, provided that the employee's duties can still be effectively carried out on such a basis.
2. Where the demands of the post require full-time cover, for example because of its managerial content or because of a heavy workload, then it may still be possible for two suitably matched and qualified people to carry out the duties on a job-share basis. We will review all requests for flexible working in accordance with statutory guidance and requirements and consider whether arrangements can be made to accommodate them. Employees who change to working on a part-time or job-share basis will be offered appropriately adjusted contracts of employment containing their new terms and conditions. Their continuity of employment and all related rights will be preserved.
3. Where a job-share arrangement which is acceptable to the job-sharers' line manager cannot immediately be identified, the employee will nevertheless be encouraged to return to work full-time and will be offered a job-share in a suitable post as soon as one becomes available.
4. If an employee wishes to be considered for part time or other flexible working arrangement, she should write to her line manager setting out her proposals as soon as possible before her return date so that her request can be fully considered. Please see the Company's flexible working policy for details of how to apply for flexible working.

## **11. Delayed return from Maternity Leave**

1. Employees who decide that they would prefer to postpone a return from Maternity Leave for a long-term period may qualify for Parental Leave or request a career break of up to Two Years duration.

2. To assist the Company to make appropriate arrangements to cover the employee's workload, employees are requested to give as much notice as possible if they wish to take Parental Leave or request a career break.
3. Details of these schemes will be provided upon request.

## **12. Breast feeding**

1. Employees who are breastfeeding or who have recently given birth have the right to be supported and protected against any risks to their health or safety.
2. The Company is dedicated to providing all possible support and facilities to employees who have returned to work after a period of maternity leave. In order to assist with this, the Company provides a bedroom for new mothers. Employees can use this rest room to:
  1. Breastfeed or bottle-feed their babies - sterilising equipment, heating facilities for bottled milk and a refrigerator are provided in the kitchen; and
  2. express milk
3. The rest room is located the master bedroom of Grafton Childcare.

### **This policy has been approved & authorised by:**

**Name:** Mrs Denise Tupman  
**Position:** Manager & Proprietor of Grafton Childcare  
**Date:** 12<sup>th</sup> January 2014  
**Signature:**