

Maternity Leave and Pay Policy	
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MATERNITY LEAVE AND PAY POLICY

1 Policy Statement

- 1.1 Ruskin Mill Trust is committed to ensuring equality and diversity across the organisation and the purpose of this Maternity Leave and Pay Policy is to provide an opportunity for our staff to integrate the development of a career with family responsibilities.
- 1.2 Maternity provisions refer to the leave and pay to which employees may be entitled, and their right to resume employment with the Trust, following the period of leave. All employees have the right not to be subjected to a detriment on the grounds of pregnancy, childbirth or maternity, irrespective of hours of work or service and have the right to demand a written statement of the reasons for dismissal, if dismissed while pregnant.
- 1.3 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- 1.4 There is no distinction between live and still births in the granting of maternity leave. 1.5 This Maternity Leave and Pay Policy may be amended, withdrawn, suspended or departed from at the discretion of the Trust. While it does not form part of any employee's contract of employment and is entirely non-contractual, all employees are required to adhere to the policy and any failure to comply with any aspect of the policy may be treated as a disciplinary matter.

2 Definitions

- 2.1 The definitions in this paragraph apply in this policy.

Expected Week of Childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.



3 Personnel Responsible for Implementing the Policy

- 3.1 The Executive Team has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework, including operating the policy and ensuring its maintenance and review.
- 3.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

4 Notification

- 4.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 7, Health and safety).
- 4.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
 - 4.2.1 That you are pregnant;
 - 4.2.2 The Expected Week of Childbirth; and
 - 4.2.3 The date on which you would like to start your maternity leave (**Intended Start Date**) (see paragraph 9, Starting maternity leave).
- 4.3 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

5 Time off for Ante-Natal Care

- 5.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.
- 5.2 We may ask you to provide the following, unless it is the first appointment:
 - 5.2.1 A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
 - 5.2.2 An appointment card.
- 5.3 If your partner is pregnant you may take reasonable paid time off to attend scans, hospital or GP appointments:

We may ask you to provide the following, unless it is the first appointment:

- 5.3.1 A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- 5.3.2 An appointment card.



6 Sickness

- 6.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.
- 6.2 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.
- 6.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 9.5, Starting maternity leave).

7 Health and Safety

- 7.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 7.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. 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 (for as long as they are necessary) to avoid those risks. This may involve:
 - 7.2.1 Changing your working conditions or hours of work;
 - 7.2.2 Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - 7.2.3 Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

8 Entitlement to Maternity Leave

- 8.1 All employees are entitled to up to 52 weeks' maternity leave regardless of length of service with the Trust. Although it is up to employees to decide how much of the 52 weeks' maternity leave they wish to take, the law requires a minimum of two weeks' leave from date of childbirth must be taken. The leave is divided into:
 - 8.1.1 Ordinary maternity leave of 26 weeks (OML).
 - 8.1.2 Additional maternity leave of a further 26 weeks immediately following OML (AML).
- 8.2 Maternity leave and pay are separate entitlements. Entitlement to maternity pay will depend on length of service and on whether or not the employee returns to



work following the period of maternity leave. These entitlements are detailed in paragraphs 11 and 12.

9 Starting Maternity Leave

9.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

9.2 You must notify us of your Intended Start Date in accordance with paragraph 4. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (**Expected Return Date**).

9.3 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.

9.4 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

9.5 Maternity leave shall start on the earlier of:

9.5.1 Your Intended Start Date (if notified to us in accordance with this policy);
or

9.5.2 The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or

9.5.3 The day after you give birth.

9.6 If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 9.5.2 unless we agree to delay it.

9.7 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

9.8 The law prohibits you from working during the two weeks following childbirth.

9.9 Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

10. Maternity pay entitlements

10.1 All employees seeking occupational or statutory maternity pay must provide the Trust with a MATB1 (Maternity Certificate) as soon as possible during the



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pregnancy. The MATB1 is issued by a doctor or midwife no sooner than the 20th week before the baby is due.

11. Occupational Maternity Pay

11.1 To be eligible to receive Trust Occupational Maternity Pay (OMP), which is inclusive of Statutory Maternity Pay (SMP), employees must have completed at least 26 weeks' continuous service for the Trust, regardless of the number of hours worked, into the 15th week before the baby is due.

11.2 A further condition of Occupational Maternity Pay is that employees should return to work at the Trust, in a full or part-time capacity, for at least 3 months following maternity leave. It should be noted that annual leave accrued during maternity leave which is subsequently taken on return will not count towards those 3 months. That is, the 3 month period will start after the annual leave accrued during maternity leave has been taken. The Trust reserves the right to reclaim all the non-statutory elements of pay if an employee fails to return for this period of time. Eligibility to Statutory Maternity Pay remains unaffected, regardless of whether the individual returns.

11.3 Payments:

- 12 weeks x full pay (this includes the first 12 weeks of statutory maternity pay - 6 weeks at the higher rate and 6 weeks at the lower rate which is enhanced by the Trust to equal full pay); followed by
- 12 weeks x half pay inclusive of SMP at the lower rate (or SMP at the lower rate, whichever is the higher amount); followed by
- 15 weeks x SMP at the lower rate; followed by
- 13 weeks unpaid

12 Statutory Maternity Pay

12.1 Staff who comply with the above length of service criteria (ie who have completed at least 26 weeks' continuous service for the Trust, regardless of the number of hours worked, into the 15th week before the baby is due) but who indicate before the commencement of their maternity leave that they do not wish to return to work, will receive 39 weeks Statutory Maternity Pay only (provided that their earnings also reach the government's Lower Earnings Limit for National Insurance Contributions).

12.2 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 22). You are entitled to SMP if:

12.2.1 You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

12.2.2 You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;



- 12.2.3 Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
 - 12.2.4 You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - 12.2.5 You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - 12.2.6 You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- 12.3 SMP is calculated as follows:
- 12.3.1 First six weeks x higher rate SMP: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
 - 12.3.2 Remaining 33 weeks x lower rate SMP: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- 12.4 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 12.5 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:
- 12.5.1 The week following the week in which employment ends; or
 - 12.5.2 The eleventh week before the Expected Week of Childbirth.
- 12.6 If you become eligible for 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 qualify. 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 (if any) will also be increased as necessary.
- 13 Unpaid leave / maternity allowance**
- 13.1 Staff who have less than 26 weeks' continuous service into the 15th week before the baby is due will not be entitled to Occupational Maternity or Statutory Maternity Pay, but may be entitled to a state Maternity Allowance which can be claimed via the individual's local JobCentre Plus office. Such staff are also entitled



to up to 52 weeks' unpaid Maternity Leave as outlined in the Entitlement to Maternity Leave section above (at least 2 weeks of which from date of childbirth must be taken).

13.2 General points:

- No combination of payments shall exceed full pay.
- All maternity pay is subject to tax and national insurance, and where appropriate, pension deductions.
- Statutory Maternity Pay is only payable if staff reach Lower Earnings Limit for National Insurance Contributions. This will not affect Occupational Maternity Pay.
- Occupational Maternity Pay includes any entitlement to bank holidays that occur while the employee is away on maternity leave.

14 Terms and Conditions During OML and AML

14.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

14.1.1 Benefits in kind shall continue;

14.1.2 Annual leave entitlement under your contract shall continue to accrue (see paragraph 15, Annual leave); and

14.1.3 Pension benefits shall continue (see paragraph 18, Pensions).

15 Annual Leave

15.1 During OML and AML, annual leave will accrue at the rate provided under your contract.

15.2 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your absence on maternity leave, you should ensure that you have taken your full year's entitlement before your maternity leave starts.

15.3 Our holiday year runs from 1st September to 31st August.

16 Adoption

16.1 The Trust has a separate policy on adoption leave, which covers adoption, fostering for adoption and 'parental order' surrogacy arrangements.

17. Staff on fixed-term contracts

17.1 Individuals whose fixed-term contract of employment expires before the start of maternity leave will be able to claim Statutory Maternity Pay from the Trust subject to eligibility.



17.2 Individuals whose fixed-term contract of employment expires during the Occupational Maternity Pay period or prior to the completion of 3 months' return to work will be unable to fulfil the usual OMP requirement to return to work following maternity leave and remain in work for at least 3 months. However, so long as all the other eligibility criteria are met, such individuals will be able to claim Occupational Maternity Pay up to the last day of their contract. Thereafter Statutory Maternity Pay can be claimed subject to eligibility.

17.3 Individuals whose fixed-term contract expires after the occupational pay period but during the statutory pay period will continue to be paid statutory maternity pay subject to eligibility.

18 If the employee is in the Pensions Scheme

18.1 During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a stakeholder pension scheme, based on what your earnings would have been if you had not been on maternity leave 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 contact a member of Human Resources at the provision or at the site where you are based.

18.2 During any unpaid AML we shall not make any payments into a stakeholder pension scheme. 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, subject to meeting the criteria of the pension scheme.

19 Salary progression

19.1 Upon returning to work, the employee's salary will be reviewed to take into account any increment or general increase which would have applied had they not been on maternity leave.

20 Continuity of service

20.1 The contract of employment continues throughout maternity leave. Continuity of service will not have been broken by an unpaid period of absence under the maternity provision, therefore, entitlement to periods of notice, holidays and sick leave which accrued at the beginning of maternity leave will not be lost.

21 Redundancies During Maternity Leave

21.1 In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

22 Keeping in Touch

22.1 We may make reasonable contact with you from time to time during your maternity

leave.

- 22.2 You may work and paid for the hours worked (including attending training) for up to ten days during maternity leave without bringing your maternity leave or OMP/SMP to an end. The arrangements, including pay, would be set by agreement with your line manager or Human Resources Department. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.
- 22.3 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about arrangements for your return. This may cover:
- 22.3.1 Updating you on any changes that have occurred during your absence;
 - 22.3.2 Any training needs you might have; and
 - 22.3.3 Any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 28, Returning to work part-time).

23 Expected Return Date

- 23.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
- 23.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

24 Returning Early

- 24.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.
- 24.2 If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

25 Returning Late

- 25.1 If you wish to return later than the Expected Return Date, you should either:
- 25.1.1 Request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
 - 25.1.2 Request paid annual leave in accordance with your contract, which will be at our discretion.



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25.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness and Absence Policy, and Procedure will apply.

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

26 Deciding Not to Return

26.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. 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.

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

26.2.1 This does not affect your right to receive SMP, however, as per paragraph 11 this will affect your OMP if you are eligible to receive it.

27 Your Rights When you Return

27.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

27.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

28 Returning to Work Part-Time

28.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.