

Maternity, Paternity, Adoption & Parental Leave Policy

Maternity and Paternity Policy - 2023 - Issue 3

(Last Review 7th Jan 2023 - Next Planned Review 26th Jan 2024)

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What this policy covers

1. INTRODUCTION

As a professional and caring employer, we are keen that all 'expectant' mothers, parents, guardians, carers, and fathers are given as much information as possible about their rights under the Employment Act 2002.

There have been many different 'Acts' affecting Maternity, Paternity and Adoption leave as defined in a variety of different Acts. The newest Act equally gives rights to an expectant father of a child and would-be adoptive parents.

We expect further changes from the government in the future and when they are implemented as part of the new Work and Families Bill, we will update this policy accordingly.

2. SCOPE AND GENERAL PURPOSE

This policy is designed to provide you with as much information as far as is reasonably practicable in terms of your rights as a working parent. For ease of reference and use we have broken the policy down into four specific chapters. Chapter 1 covers Maternity Leave whilst chapters 2, 3 and 4 covers Paternity, Adoption and Parental Leave.

3. LANGUAGE

Where English is not your first language you should inform your Line Manager, particularly if you have difficulty translating or understanding the content of this policy.

4. UPDATES

We are committed to updating this Maternity, Paternity and Adoption Leave Policy (which was first established in April 2010) in accordance with the law and/or any company changes, as such you have a responsibility to check the document at frequent periods throughout the year. Where a policy has been updated it will supersede any previous text.

5. MATERNITY LEAVE

We recognise there are lots of things to organise when you are expecting a new family member so we will try to help and assist you by providing as much relevant and up to date information, which is likely to affect you pre- and post-pregnancy.

As an expectant mother, you are entitled to:



5.1 ORDINARY MATERNITY LEAVE

Regardless of your length of service with us Ordinary Maternity Leave (OML) is for 26 weeks.

5.2 ADDITIONAL MATERNITY LEAVE

You are entitled to exercise your right to take extended leave for a maximum period of 26 weeks, known as 'Additional Maternity Leave' (AML) in accordance with the Maternity and Parental Leave (Amendment) Regulations 2006. As with OML, no minimum period of employment is required before you are entitled to AML.

Therefore, a total of 52 weeks leave can be taken with 39 weeks being covered by Statutory Maternity Pay (please refer to section 7 for further information on Statutory Maternity Pay).

5.3 NOTIFICATION OF YOUR INTENTION TO START YOUR MATERNITY LEAVE

It is vitally important that you schedule some time with the HR and Training Manager or your Line Manager so they can discuss with you when you would like to commence your maternity leave. It will be helpful to the smooth running of the business if you could do this once your Estimated Week of Confinement (EWC) has been confirmed by your Midwife or Doctor.

This meeting also provides us with important information in as much as we can work out when you should return to work at the end of your maternity leave. It is also a statutory requirement that you inform us no later than the 15th week before your EWC that you are:

- 5.3.1 Pregnant.
- 5.3.2 When your EWC is
- 5.3.3 When you wish to start your leave.

If your Line Manager has not heard from you our HR Department will contact you to establish when you will take your leave. After the meeting we will confirm all details in writing so that you have a copy for your reference.

5.4 WHEN CAN I START MY ORDINARY MATERNITY LEAVE?

Within reason you can start your maternity leave when you like, subject to the two-week compulsory maternity leave, so defined in section 8.1. In addition, as an expectant mother, you are not permitted to start your maternity leave before the 11th week of the EWC.

5.5 CHANGING MY START DATE EARLY BIRTH

If childbirth occurs before your intended leave date commences then your maternity leave period starts automatically on the day after the birth of your child.

5.6 WHAT HAPPENS IF I BECOME ILL?

If you become ill by way of pregnancy and this falls in the period up to 4 weeks before the EWC your maternity leave period will automatically commence in accordance with the provisions of the Employment Act 2002, regardless of whether you wish the maternity leave to start at this time.

5.7 CONTACT DURING MATERNITY LEAVE

We reserve the right, in accordance with the Maternity and Parental Leave (Amendment) Regulations 2006 to make reasonable contact with you at home either by letter,

telephone or e-mail during the said period of Ordinary and/or Additional Maternity Leave.

5.8 TRAINING AND COMMUNICATION

During any period of Ordinary or Additional Maternity Leave we will keep you up to date about any training courses and activities or other company information for the following reasons:

- 5.8.1 To provide you with the opportunity to participate in any training activity we may be running, which you believe appropriate to your position with us.
- 5.8.2 Ensure you are kept up to date.
- 5.8.3 Ensure you continue to feel part of the team and the business.

Such activities will be kept to a limited number of days (the law recommends a maximum of 10 days) and this will not affect your entitlement to either Ordinary or Additional Maternity Leave.

You will not however be permitted to participate, nor will we contact you about any work-related matter during the first two weeks after the birth of your baby as noted in point 8.1 of this policy.

6. TIME OFF FOR ANTENATAL CARE

You are entitled to time off work to attend appointments for Antenatal Care (ANC).

We will ensure that you are given paid time off work, irrespective of your length of service with us.

6.1 WHAT IS ANTENATAL CARE?

ANC is given a wide meaning by the law as such you will be given paid time off for the purposes of:

- 6.1.1 Scheduled visits to the hospital. 6.1.2 Scheduled visits to the Midwife.
- 6.1.3 Relaxation and parent craft classes if they are only run during the day.

However, if such classes are run out with your normal working day, every effort should be made to attend these classes, to avoid any unnecessary disruption to the business.

- 6.1.4 Your Consultant, General Practitioner or Midwife requesting you to attend a class, meeting, or appointment.

6.2 IMPORTANT NOTES ON ANTENATAL CARE

We reserve the right to request a copy of your appointment card at any time particularly as this leave is given in accordance with the statutory maternity provisions, however, a reasonable amount of time will be given to attend the clinic, it should be noted that a full day's leave will not be given unless the appointment dictates otherwise.

7. PAYMENT

7.1 RATE OF SMP

You are entitled to 39 weeks Statutory Maternity Pay (SMP). As such, should you choose to take your full 39 weeks SMP entitlement, 26 weeks of this will be covered by your OML and 13 weeks will be covered by your AML.

At the time of writing this policy the standard rate of SMP is currently 90% of your average earnings for the first 6 weeks of your maternity leave, followed by £148.68 per week for the remaining 33 weeks.

If you earn less than £148.68 per week, we will pay 90% of your average weekly earnings for the full 39 weeks.

Maternity pay (SMP) is subject to an annual increase every April.

7.2 WILL I GET PAID MY NORMAL SALARY FROM STARFISH 9 AND SMP IF I RETURN TO WORK EARLY?

Quite simply the answer is no. One, or the other is payable, if you decide to return to work earlier than the cessation of the 39 weeks then you will be paid your normal salary.

7.3 WHAT ABOUT MY BENEFITS WHILST I AM ON ORDINARY MATERNITY LEAVE?

In accordance with the law, we believe in treating you fairly and equitably. As such you will continue to accrue annual leave in accordance with your contract of employment.

All other benefits remain the same had you been at work, although you will not be entitled to your normal remuneration.

7.4 BENEFITS AND ADDITIONAL MATERNITY LEAVE

During your Additional Maternity Leave we are obliged to ensure the following terms continue:

- 7.4.1 Mutual trust and confidence.
- 7.4.2 Any contractual terms relating to your Main Statement of Terms and Conditions of Employment insofar as:
 - 7.4.2.1 Notice period.
 - 7.4.2.2 Holiday accrual
 - 7.4.2.3 Compensation regarding redundancy.
 - 7.4.2.4 Disciplinary or Grievance matters.
 - 7.4.2.5 All other terms and conditions

Unless expressly stated in your Main Statement of Terms and Conditions of Employment you will not be entitled to any other benefits (other than those noted above) during any period of Additional Maternity Leave.

7.5 WHAT IF I EARN LESS THAN THE LOWER EARNINGS THRESHOLD?

Maternity Allowance is currently £148.68 per week and can be claimed from your local Job Centre Plus or DSS office. It is tax free and no longer dependent on payment of NI Contributions, it can be claimed any time after the 11th week before the estimated week of confinement.

8. RETURNING TO WORK WITH US

There is no legal requirement for you to make any further contact with us if you intend returning to work after the end of your maternity leave.

We already know your date of return from the meeting we had before you commenced your leave. As such, we will expect you to start on the day you agreed with us.

8.1 WHEN CAN I RETURN TO WORK?

It is illegal for you to return to work within 2 weeks of the birth of your baby. Thereafter you are permitted to return to work at the end of the full 52 weeks or earlier if you choose to do so.

8.2 CHANGING YOUR RETURN-TO-WORK DATE: FROM EITHER ORDINARY OR ADDITIONAL MATERNITY LEAVE

The law allows you to change your mind. That is; if you have told us the date you are returning but then wish to change your mind then this is acceptable to us in accordance with the law as set out in clause 8.3 and 8.5 of this policy.

You must however provide us with no less than 8 weeks notice of your intention to make a change.

A telephone call will suffice, although a letter is preferable as it will identify your specific details. Nevertheless, once in receipt of this instruction we will acknowledge your request and confirm this in writing to you.

8.3 TAKING LONGER LEAVE

Similar to the notes in 8.2 of this policy, if you have told us you only intend taking your Ordinary Maternity Leave entitlement but then decide you wish to take all or part thereof of the Additional Maternity Leave then you will be permitted to do so providing, we receive the 8 weeks notice of your intention to do so.

If you choose to take Additional Maternity Leave, you may wish to also exercise your rights to take parental leave, the details of which are set out in Chapter 4, section 12.

8.4 WHAT HAPPENS WITH MY BABY WHEN I WANT TO RETURN TO WORK?

It is your responsibility to make provisions and payment for your baby in terms of childcare, whether that is a child minder, nursery or other. However, if you need help and support you should contact either the local Council or DSS office. They will be able to provide you with a list of registered child minders and/or nursery providers in your area. We do not provide any crèche or childcare facilities.

8.5 WHAT HAPPENS IF I DECIDE NOT TO COME BACK TO WORK?

If you decide not to return to work after the birth of your baby, you must notify us in accordance with your Main Statement of Terms and Conditions of Employment. As such if your contractual notice period is 4 weeks, we shall require this prior to the cessation of your leave.

8.6. CAN I GIVE MORE OR LESS NOTICE?

You are not permitted to give us less notice than that which is set out in your Main Statement of Terms and Conditions of Employment; however, you can provide us with more, which we would welcome.

8.7 TERMS AND CONDITIONS OF EMPLOYMENT

You have the right to return to work on Terms and Conditions, which are no less favourable than before you left to have your baby. In accordance with the law, we will do all we can to accommodate you if you wish to change your hours of work. However, the following should be noted:

- 8.7.1 Part time working cannot be guaranteed. That is; we will do all we can to try to arrange part time working hours, however, it should be noted that the hours of work must be compatible to Starfish 9 Ltd., the customer, and the position you hold.
- 8.7.2 How this will affect our service and response times to our customers.
- 8.7.3 Whether there is a vacancy at the time of the request.
- 8.7.4 Whether a 'job share' situation is possible.
- 8.7.5 In accordance with the above point that we do not incur excess recruitment costs by way of advertising for a 'job sharer'.
- 8.7.6 To consider a 'flexible' working option.

That you, yourself should come up with several alternative solutions based on your experience of working within the job.

8.8 FLEXIBLE WORKING

If we are unable to offer a part time or job share vacancy in accordance with the Flexible Working (Eligibility, Complaints and Remedies) Regulations 2002 and the Flexibility Working (Procedural Requirements) Regulations 2002, and the Employment Act 2002 we will provide you with:

- 8.8.1 A decision in writing within 14 working days.
- 8.8.2 A reasonable and justifiable explanation under the following defined headings:
 - 8.8.2.1 Cost to the business.

- 8.8.2.2 Seasonal fluctuations associated with the roofing industry.
- 8.8.2.3 Customer expectations and demand.
- 8.8.2.4 Re-organisation of existing workload.
- 8.8.2.5 Impact on continuous quality improvement.
- 8.8.2.6 Impact on work colleagues.
- 8.8.2.7 Impact on individual and collective performance.
- 8.8.2.8 Recruitment and selection in relation to filling the 'void'.
- 8.8.2.9 Other' not defined here in.

8.9 THE RIGHT OF APPEAL

You have the right to appeal against any decision made by us, which does not suit your requirements, as such you have the right to submit a complaint in writing to the HR and Training Manager in accordance with our Grievance Procedure, a copy of which can be obtained from our HR Department or your Line Manager.

8.10 BREAST FEEDING ETC (SCOTLAND) ACT 2005

The 'Act' applies to women who are breast feeding their children within a public place, it does not specifically apply to you as an employee working for us.

Nevertheless, whilst we are not under any obligation to provide amenities for expressing or storing breast milk, we will do what we can to accommodate any mother who is breast feeding when she returns to work, although no additional time off will be given for feeding purposes. It is therefore suggested that this be discussed with your local health visitor and midwife for help, guidance, and support.

9. HEALTH AND SAFETY

It is vitally important that you let our HR Department, or your Line Manager know that you are pregnant, so that we can take all necessary reasonable steps to ensure that your working conditions are appropriate to your condition.

9.1 RISK ASSESSMENT

We will ensure that a Risk Assessment is carried out on your work area by a relevant 'competent' person.

9.2 REST FACILITIES

During your pregnancy we will do all we can to provide an adequate rest area for you, but we cannot guarantee this will be private. However, we will endeavour to make this as appropriate and as comfortable as possible.

9.3 MEDICAL SUSPENSION

As a new and expectant mother, we may need to review your working environment in accordance with 9.1 of this policy.

The regulations provide that subject to a Doctor's certificate you may be medically suspended from work on full pay if:

- 9.3.1 The job you are doing is potentially harmful to either you or your baby.
- 9.3.2 There is scientific evidence to suggest that to continue in such an environment would harm you and/or your baby.
- 9.3.3 Continued or prolonged activities(s) associated with the job could potentially cause damage to you and/or your baby.
- 9.3.4 You are in daily contact with chemicals, which may, if inhaled, cause damage to the unborn foetus. Given the nature of our business this is unlikely to be relevant to you, nonetheless it has been included so that you are duly informed.
- 9.3.4 You have clinical or bonafide documents, which prevent you from enacting your normal duties.
- 9.3.5 You have sufficient evidence to suggest that you should not be doing the job for which you are normally employed.
- 9.3.6 We are unable to find suitable, alternative employment on no less favourable terms and conditions.

9.4 OUR OBLIGATION TO YOU AS THE EXPECTANT MOTHER

- 9.4.1 To work with you, the expectant mother.
- 9.4.2 To ensure that you and your baby are looked after in accordance with the law.
- 9.4.3 To ensure you are paid your normal salary in cases where you have been medically suspended from your normal tasks and duties.

9.5 ABSENTEEISM BY WAY OF ILLNESS

Pregnancy is not an illness; however, it is recognised that some females suffer more greatly than others with such symptoms as:

- 9.5.1 Hypertension.
- 9.5.2 Morning sickness or even all-day sickness.
- 9.5.3 Nausea.
- 9.5.4 Back pain.
- 9.5.5 Fatigue.
- 9.5.6 High blood pressure.
- 9.5.7 Pregnancy related diabetes.
- 9.5.8 Other not defined herein.

SUCH ILLNESSES DO NOT CONSTITUTE MEDICAL SUSPENSION.

In cases where you have been signed off as 'unfit for work', you will be subject to our sick pay policy, which can be found in your Main Statement of Terms and Conditions of Employment or our Employee Handbook.

In addition, if you continue to be signed off by your GP you must commence your maternity leave as at the 4th week before the estimated week of confinement.

10. PATERNITY LEAVE (Not to be confused with parental leave, which is unpaid)

Fathers are equally entitled to time off to be with their new offspring and in so doing the following sets out your entitlement. We also recognise and accept that 'father' does not necessarily mean the biological father but could be the guardian and/or carer of the child.

10.1 As the partner of an expectant mother, you are entitled to two consecutive weeks paid paternity leave.

10.2 Payment is made in accordance with Statutory Paternity Pay. However, we reserve the right to pay any additional sums should we feel it appropriate to do so.

10.3 An 'expectant' father, carer or guardian must have a minimum of 26 weeks service before the 15th week of the estimated week of confinement to qualify for the leave.

10.4 You must earn a wage not less than the lower earnings level (for N.I. purposes).

10.5 You must give at least 15 weeks notice of your intention to take paternity leave before the EWC.

10.6 The leave must be taken within 8 weeks of the child being born.

10.7 As an expectant father, guardian, or carer, you will return to the same job after your paternity leave and you will be entitled to:

- 10.7.1 Parental Leave (unpaid)
- 10.7.2 Emergency Leave, in accordance with the law. 10.8 Provide evidence of child's birth if requested to do so.

11. ADOPTION LEAVE

The same rules apply to Statutory Adoption Leave as for Statutory Maternity Leave, so please refer to Chapter 1, section 5 of this policy for details on leave, payment, and the right to return to work. However, the following should be noted:

- 11.1 An adoptive parent can be MALE or FEMALE i.e., adoptive mother or father.
- 11.2 The 'adoptive' parent must have 26 weeks continuous service as at the point of 'matching' the child to the adoptive parents. This is known as the relevant week.
- 11.3 You will not be entitled to 6 weeks at 90% of your pay. Total entitlement, at the time of writing this policy, is 39 weeks pay at £112.75 per week or 90% of your average weekly earnings, whichever is the lower. You must give 28 days advanced notice to be eligible for Statutory Adoption Pay and only one half of the married couple can receive Statutory Adoption Pay.

- 11.4 There is no 11 or 15 week requirement.
- 11.5 If the placement ceases or the child dies then you will be permitted to take a maximum of 8 weeks leave in order to take time to adjust. (Although it should be noted that this point is still under consideration by the government).
- 11.6 Leave cannot commence before 14 days prior to the placement being made or 14 days after the placement has been made.
- 11.7 You must give 28 days written notice of your intention to take paid adoption leave (from the day of matching), although if this is not feasible as soon as is reasonably practicable.
- 11.8 You can vary the above dates by giving 28 days written notice, again if reasonably practicable to do so.
- 11.9 You cannot claim both Statutory Adoption Pay and Statutory Paternity Pay at the same time.
- 11.10 Evidence of the adoption papers can be presented to your Line Manager or a Company Director, although from 6 April 2004, the mandatory position in this regard was removed (Reg 17 para (3)(b)).

11.11 NOTIFICATION RETURNING FROM ADOPTION LEAVE

You are required to notify us no less than 8 weeks in advance of your intention to return to work.

11.12 CONTACT DURING ADOPTION LEAVE

We reserve the right, in accordance with the Paternity and Adoption Leave (Amendment) Regulations 2006 to make reasonable contact with you at home either by letter, telephone or e-mail during the said period of Adoption Leave.

11.13 TRAINING AND COMMUNICATION

During any period of Adoption Leave we will keep you up to date about any training courses and activities or other company information for the following reasons:

- 11.13.1 To provide you with the opportunity to participate in any training activity we are running, which you believe appropriate to your position with us.
- 11.13.2 Ensure you are kept up to date.
- 11.13.3 Ensure you continue to feel part of the team and the business.

Such activities will be kept to a limited number of days (the law recommends a maximum of 10 days) and this will not affect your entitlement to the period of Adoption leave taken.

12. PARENTAL LEAVE

If you have one year's continuous service, you are permitted time off up to a maximum of 13 weeks for every child you have up to the age of 5 and up to the age of 18 for disabled children. This leave will be granted in accordance with the Employment Relations Act 1999 and will be unpaid.

However, the following rules apply:

- 12.1 You must give at least 21 days written notice in advance of the leave. However, we would appreciate more notice if this is possible.
- 12.2 You can take a minimum period of leave of one week and a maximum of 2 weeks at any one time. A maximum of 4 weeks leave can be taken per year.
- 12.3 The 13 weeks can be taken annually and from:
 - 12.3.1 Birth to 5 weeks for the father.
 - 12.3.2 From the cessation of the maternity leave to 5 weeks for all mothers.
 - 12.3.3 The leave is for all parents who have children born, or adopted, on or after 15 December 1999.

Time off for emergencies is allowed under the Act. If you are a parent with a disabled child, your leave can be taken from birth to the age of eighteen. The same rules and principles apply as noted above.

In special circumstances we may allow you to take more than 2 weeks leave although this will be discussed with the HR and Training Manager and your Line Manager.

Any period of parental leave of four weeks or less has no impact on your right to return to work. If you are a mother who is taking parental leave at the cessation of your maternity leave you must comply with the rules as set out in the returning to work section of this policy.

Name: John Jessimer

Signed: 

Position: Managing Director

Date: 7 January 2023

