

Maternity Policy

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MATERNITY POLICY

1. Objective

Liverpool Hope University is committed to ensuring equality and diversity across the organisation and this policy provides an opportunity for our female staff to integrate the development of a career with family responsibilities. This policy sets out the maternity provisions to which female employees are entitled both before and after child birth. These maternity provisions comply with the relevant legislation: TURER Act 1993, the Employment Relations Act 1999, the Employment Act 2002 and the Work and Families Act 2006, Employment Rights Acts 1996, Pregnant Workers Directive 92/85, Framework Agreement on Parental Leave Directive 2010/18 and Parental Leave Regulations 1999/3312. They apply to all female staff employed at the University. You have the right not to be dismissed or discriminated against for any reason connected with your pregnancy or Maternity Leave.

2. Introduction

As soon as you know that you are pregnant, you should tell your immediate line manager. This ensures that we can take any necessary steps to look after your health and safety and that of your baby. Throughout this period the University acknowledges that the pregnancy is personal to the individual and will operate within parameters that respects this provided it is legally allowable and in the interests of the University in being able to provide a service.

Early notice also allows us to let you know what your rights will be to Maternity Leave and Maternity Pay.

Please note that 'Maternity Leave' and 'Maternity Pay' are completely separate entitlements.

Entitlement to Maternity *Leave* is not dependent upon length of service or the number of hours worked per week. These entitlements are detailed below in section 4.

Entitlement to Maternity *Pay* will depend on length of service and on whether the employee returns to work following her Maternity Leave. These entitlements are detailed below in section 5.

When telling us that you are pregnant, it would be helpful if you could obtain evidence of your expected week of childbirth (MATB1 form) from a registered medical practitioner as soon as possible and give it to your line manager who will liaise with the HR Department to initiate the appropriate required actions.

3. Antenatal Care

If you are pregnant, you are entitled to reasonable paid time off for antenatal care, irrespective of your length of service or the number of hours you work. This applies to appointments made for you by your doctor or a midwife. Such time off will be on full pay. You will not be required to make up the hours lost.

You should give your manager as much notice as possible of your appointments and, after the first one, should show them the appointment card from the hospital or clinic.

4. Maternity Leave Entitlements

All employees are entitled to take up to one year's (52 weeks) Maternity Leave, regardless of length and service with the University. These 52 weeks are made up of 26 weeks of ordinary Maternity Leave ('OML') plus 26 weeks' additional Maternity Leave ('AML'). The employee returns to work at the end of their AML. This right applies to all female employees regardless of their length of service or the number of hours they work per week. Although it is up to the employee to decide how much of the 52 weeks' Maternity Leave they wish to take, the law requires that a minimum of two weeks' Maternity Leave from the date of childbirth must be taken.

5. Maternity Pay Entitlements

(a) Hope University Occupational Maternity Pay

To be eligible to receive Occupational Maternity Pay (OMP), which is inclusive of Statutory Maternity Pay (SMP), employees must have completed at least 1 years' continuous service in accordance with contractual arrangements before the expected week of childbirth (EWC).

A further condition of OMP is that employees should return to work at the University, in a full or part time capacity, for at least 3 months following Maternity Leave. The University 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. Employees who are eligible to qualify for OMP will receive the following Maternity Pay:

- 18 weeks x full pay (inclusive of SMP).
- 21 weeks flat-rate SMP
- 13 weeks unpaid leave

(b) Statutory Maternity Pay

For employees who have completed less than 1 year's service before the EWC but have 26 weeks continuous service for the University into the 15th week before the baby is due are entitled to SMP.

Statutory Maternity Pay is determined by the government as follows:

- 6 weeks @ Higher Rate SMP (9/10 of employee's average weekly earnings)

Followed by

- 33 weeks @ Lower Rate SMP (The lower rate is a flat payment reviewed by the Government each year or 90% of employee's average weekly earnings, whichever is lower)

(c) Unpaid Leave/Maternity Allowance

Staff who have less than 26 weeks' continuous service into the 15th week before the baby is due will not be entitled to OMP or SMP, but may be entitled to a state Maternity Allowance which can be claimed as a benefit see gov.uk.

For all the above arrangements no combination of payments shall exceed full pay.

All maternity pay is subject to tax and national insurance, and where appropriate superannuation.

(d) A one-off, non-negotiable, non-transferable payment of £1000 will be paid to each mother on production of the original birth certificate of the child. This payment will be processed as soon as is practicable on receipt of the birth certificate through payroll and is subject to tax/national insurance deductions. For the avoidance of doubt, this payment will be made to the person who is the employee of the university and who is in receipt of Statutory Maternity Pay.

(e) Shared Parental Leave

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and Statutory Maternity Pay (known as Statutory Shared Parental Pay or ShPP) as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Employees can refer to the organisation's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. The organisation's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the organisation. The policy also contains more details on employees' entitlement to Statutory Shared Parental Pay scheme (ShPP).

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

6. Maternity Leave

Maternity Leave can commence at any time from the 11th week before the expected week of childbirth

If the employee falls sick with pregnancy related illness in the 28 days before the baby is due, Maternity Leave will automatically begin. In these circumstances, Maternity Leave will start on the day after the first absence (following the beginning of the 28 days before the baby is due)

If an employee gives birth before the commencement of Maternity Leave, she should notify their line manager or HR department as soon as reasonably practicable that she has given birth and the date her baby was born. In these circumstances, Maternity Leave will start automatically on the day after the birth.

Employees will not qualify for sick pay whilst they are on Maternity Leave.

Employees are not eligible to work whilst receiving Statutory Maternity Pay (with the exception of the 10 optional “Keeping in Touch days” – see below)

Employees will continue to accrue contractual holiday entitlement during OML and AML leave, (pro rata for part-time staff).

Annual leave entitlement is accrued during Maternity Leave. However only 5 days of annual leave can be carried over from one holiday year to the next and if your Maternity Leave falls over two holiday years, it is advisable that you take any outstanding entitlement *before* commencing your Maternity Leave.

Entitlements to paid holiday will vary case by case, depending on the length of paid and unpaid Maternity Leave taken, holiday taken before the start of the maternity period etc. An HR Manager will contact each employee prior to their return to confirm whether they have any outstanding leave entitlement and their intentions in respect of this.

Annual leave cannot be taken *between* paid and unpaid maternity pay periods. Annual leave can only be used before Maternity Leave commences or

following the end of the Maternity Leave period, immediately before a return to work.

7. Prematurity and stillbirth

Where an employee's baby is born alive prematurely, i.e. at least 11 weeks before the baby is due, the employee can agree with the line manager for the Maternity leave to be split, taking a minimum of two weeks leave immediately when after the childbirth and the rest of the leave when the baby is discharged from hospital.

In the event of a stillbirth occurring from the beginning of the 25th week of pregnancy, the employee will be entitled to the same amount of Maternity Leave and pay as if her baby was born alive.

When an employee has a miscarriage before the end of the 24th week of pregnancy, normal sick leave provisions will apply.

8. Staff on Fixed Term Contracts

For staff whose contracts of employment expire during the Maternity Leave period or prior to the completion of 3 months return to work the line manager and HR Manager should ensure the procedures for ending fixed term contracts are followed.

If the contract expires before the Maternity Pay commences or during the Maternity Pay period, Statutory Maternity Pay only is payable (where the employee is eligible for this).

9. Grant Funded Staff

Those staff who are grant funded should discuss with the grant holders and the HR Manager at the earliest possible opportunity, any additional arrangements which may be available under the grant terms for the payment of salary during Maternity Leave. For instance, some funding bodies do have a policy to extend grants to cover maternity periods.

10. Maternity Cover

Approval to provide a temporary replacement for staff on Maternity Leave should be obtained using the same process for staff appointments at the University. Any additional costs of providing cover will be met by the School/Department budget.

11. Pension Arrangements

Staff on Maternity Leave will continue to be members of the relevant pension scheme. When they are in receipt of full pay, an individual's contributions will be deducted as usual. During periods of less than full pay e.g. half pay or Statutory Maternity Pay; individual's contributions will be deducted according to the total amount of pay received. No contributions towards your pension will be made when you are receiving no pay.

If you are contributing to the pension scheme, then the paid period of your leave will count as reckonable service for the purpose of assessing pension benefits on retirement. Unpaid periods do not count as reckonable service. However you do have the option to buy back this service if you wish at a rate based on your normal monthly contributions. You should contact the Payroll Department for further details towards the end of the paid period of your Maternity Leave (i.e. **before** the 39th week of your Maternity Leave).

12. Health and Safety

The employee should arrange to review her work activities in consultation with her line manager and/or Health and Safety Manager immediately upon becoming aware that she is pregnant. A risk assessment must be documented, further advice and a risk assessment pro forma is contained in the Health and Safety Office.

If, following an assessment of your condition and the work that you are normally expected to do, Liverpool Hope University agrees that you are unable to carry out your usual work, it will either try to make amendments to the work or working conditions, or, if this is not possible, look for suitable alternative work for you. This will only be necessary where the work may cause harm to you/your baby. It is possible that any readjustments of your work may last until you take Maternity Leave.

If, despite its best efforts, Liverpool Hope University cannot find suitable work for you to do, you will be suspended from work on full pay until the risks to you/your baby's health has passed or suitable alternative work becomes available.

These provisions do not apply where your doctor has signed you off sick, but only where you are able to come to work but unable to carry out your particular job duties.

If you are suspended in these circumstances, you will still retain your entitlement to the Maternity Pay you are eligible to receive and your right to return to work after Maternity Leave.

Guidance on the assessment of risks associated with pregnancy has been issued to each department and is available for reference. Further guidance can be obtained from the University Health and Safety Office. Also see: HSE – A guide for New and expectant Mothers who work <http://www.hse.gov.uk/>

13. What the Employee Must Do

In order to qualify for Maternity Leave and Maternity Pay, and to safeguard the right to return to work, the employee must:

- a) notify her line manager and HR no later than the end of the 15th week before the expected week of childbirth, in writing of the date she intends to start her Maternity Leave and confirm whether it is her intention to return to work after the birth of the child

and submitting it via her line manager to HR, with her Maternity Certificate (Form MATB1);

- b) give 28 days notice if she wishes to change the start date of her Maternity Leave;
- c) after the birth of her child, all employees must respond in writing to a written request from the University confirming whether it is still their intention to return to work;
- d) give at least 8 weeks notice of any changes to the date they intend to return to work. Failure to give this notice may lead to a postponement of return until 8 weeks have elapsed;
- e) return to work within the specified period for at least 3 months in order to retain the additional occupational benefits. Employees are entitled to retain SMP even when they do not return to work.

14. Salary Progression

On return to work the employee's salary will be reviewed to take into account any increment, or general increase which would have applied had she not been on Maternity Leave.

15. Status of your Contract during Maternity Leave

During your OML, all terms and conditions of employment continue with the exception of pay as highlighted above. Examples of contractual terms and conditions you are entitled to continue benefiting from include: the accrual of holiday entitlement and continuation of contributions towards any pension scheme you are in.

Terms and conditions that apply during AML relate to the employer's duty of trust and confidence, and any terms that relate to notice of termination by the employer, redundancy pay, grievance and disciplinary procedures. The employee must maintain their duty of good faith and abide by any terms relating to notice on termination, disclosure of confidential information, involvement in any other business etc.

Other contractual benefits will be temporarily withheld during AML and reactivated as soon as you return to work. If a salary increase falls during Maternity Leave, it will be implemented on your return to work. You will also have your SMP recalculated to reflect the increase. Please also see section 10 in relation to pension arrangements.

Continuity of service will not have been broken by an unpaid period of absence under the maternity provision.

16. Communications

It is recommended that employees and line managers make arrangements to maintain reasonable contact during Maternity Leave, for instance, to keep the employee informed of important developments at work, to discuss whether or not your planned date of return to work has changed or is likely to.

You are also entitled to make reasonable contact with the University during your Maternity Leave, e.g. to discuss any flexible working arrangements that would make your return to work easier.

Managers should draw particular attention to any changes in structures within the School/department and ensure the individual is aware of any possible promotion opportunities. Individuals should also ensure that they keep themselves informed as appropriate. e.g. by regularly reviewing the University's Vacancies on the intranet.

17. Keeping in Touch Days

Employees may, by agreement with their Head of Department, undertake up to 10 days paid work, referred to as "Keeping in Touch Days" ('KIT'), during their Maternity Leave. Such days may be undertaken at any stage during the maternity period except during the first two weeks after the baby is born.

The type of work undertaken is a matter for agreement between the employee and her line manager. The days may be used for any activity which would ordinarily be classed as work under the employee's contract, and could be particularly useful in enabling an employee to attend a conference, undertake a training activity or attend a team meeting. KIT days are optional and can only take place by agreement between both parties.

Before you work on a KIT day, you and the University must agree the amount of pay that you will receive for working on a KIT day.

KIT days do not extend the statutory or Occupational Maternity Pay period in any way. For instance, if a KIT day occurs during a period of full pay, no additional payment will be made. If a KIT day occurs during a period of half pay or SMP only, this will be effectively "topped-up" so that the individual receives full pay for the day in question. Payment for KIT days will only be made after completion of the day's work and when a payroll authorisation has been sent to Personnel.

Employees wishing to undertake a KIT day should complete a "Keeping in Touch Day Form" and forward this to their line manager in the first instance.

18. Returning to Work

If you return to work after OML, you have the right to return to the job that you left. If you return to work at the end of AML, you have the right to return to either the same job if reasonably practicable or one that is similar in duties, skills, status and rewards.

- a) Employees may exercise the right to return to work at any time during the period of leave, except that she may not return within two weeks of the birth of the child.
Subject

to (b) below they will have the right to return to the job or comparable job to that which they were employed with the same terms and conditions as if they had not been absent in line with the above criteria for OML and AML.

- b) Where it is not practicable by reason of redundancy for Liverpool Hope to permit the employee to return to work in her job as defined in (a) above the employee shall be entitled to be offered a suitable vacancy, where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and the terms and conditions of employment are not substantially less favourable to her than if she had been able to return in the job in which she was originally employed.
- c) Suitable employment may also be offered if exceptional circumstances other than redundancy (e.g. general reorganisation) which would have occurred if the employee had not been absent, necessitate a change in job in which she was employed prior to her absence. The work to be done in that post should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed and the terms and conditions of employment should not be less favourable to her than if she had been able to return to the job in which she was originally employed.
- d) If an employee returns prior to the end of the maternity period they should give at least 8 weeks notice, in writing, of their intended date of return. If the employee fails to give the required notice, the University may postpone her return for up to 8 weeks.

19. Paternity Leave/Transfer of Maternity Leave

The partner (either male or female) of an employee eligible to take maternity leave may be eligible to take paternity leave from their employer.

If an employee proposes to return to work by giving proper notification, his/her spouse, civil partner or partner may be eligible to take as additional paternity leave (and additional statutory paternity pay) once he/she has returned to work.

Further details should be obtained from the employee's spouse's or partner's employer. He/she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Company to verify its employee's entitlement to additional paternity leave and pay.

If you have any queries regarding your rights or obligations under this maternity policy, you should raise them in the first instance with a HR Manager.

Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

