



Model Maternity Agreement

Statement of Intent

No employee will be treated less favourably or dismissed because she is pregnant, absent on maternity leave, because she is breastfeeding or for any other reason connected with her pregnancy or maternity.

[The employer...] aspires to be an equal opportunity employer, and as part of this anonymously monitors the take-up of the provisions in this policy and will make the results available to staff on an annual basis.

Eligibility and qualifying period

The employer and trade union(s) recognise that maternity rights are measures that protect and promote the health, safety and welfare of working parents and their children. Therefore the provisions of this agreement apply to all female employees, including part-time, temporary and agency employees.

There is no period of service needed to qualify for the provisions of this agreement. All employees qualify from day one of their employment.

The provisions of this agreement will apply to employees who are re-organised and moved to a new employment structure. No employee will lose maternity rights as a result of an internal reorganisation, including contracting out and shared services.

Notice

The pregnant employee will inform her manager in writing, by the end of the 15th week before the baby is due (or as soon as practically possible), that:

- they are pregnant, and present a copy of the Maternity Certificate (MATB1).
- what the expected date of birth of the baby is.
- when the employee would like the maternity leave to start

If the employee wishes to change the date their maternity leave commences they must give 28 days notice.

The employer will then:

- Write to the employee within 28 days, telling them when they are due to return to work if they take all of their maternity leave.

Continuity of employment

The employer and trade union(s) believe that women should not be disadvantaged for having children. Consequently this agreement guarantees:

- Employees taking maternity leave can carry all untaken annual leave over to the next 'leave year'
- There is no compulsion to use this leave up before maternity leave begins.
- All contractual rights will continue throughout the whole of maternity leave – both Ordinary Maternity Leave and Additional Maternity Leave (AML) . This includes receiving leave, performance related pay benefits, incremental pay points, and seniority rights
- At the end of maternity leave an employee is entitled to a career break of up to 5 years, at the end of which they can return to a job at a comparable level to your current one.

Antenatal care

The employer and trade union(s) recognise that Antenatal classes are crucial to ensure the good health of both mother and baby, and to adequately prepare for caring for the child. Consequently this agreement guarantees:



- Pregnant women will receive full pay for time off work when they need to receive for antenatal care or classes, appointments with a doctor, midwife or health visitor; parent-craft classes, and relaxation classes.
- This paid time off includes travelling time for all of these activities, as well as the time needed to attend the activities themselves.
- Women working part time or flexi-hours are still entitled to this if their appointments fall within normal working hours

Maternity leave

All pregnant employees are entitled by law to 1 year of maternity leave. (26 weeks of Ordinary Maternity Leave and an optional 26 weeks Additional Maternity Leave). This is regardless of how long they have worked for their employer, and how many hours a week they work. However, the employer and trade union(s) recognise that the health and well-being of baby and mother will be enhanced if there is an option to take longer than this period. Consequently this agreement guarantees:

- All pregnant employees are entitled to maternity leave for a period of up to 63 weeks, on the condition that the maternity leave commences no earlier than the beginning of the 11th week before the expected week of child birth

Maternity pay

The employer and trade union(s) recognise that sufficient maternity pay is crucial in reducing the financial impact that pregnancy and child birth can have on the working lives of women. They also recognise that the low level of statutory maternity pay is inadequate for people's basic needs. Consequently this agreement guarantees:

- Women on maternity leave will receive full pay for 26 weeks of their maternity leave
- And half pay (or SMP whichever is higher) for the remainder of their statutory maternity leave
- The level of "full-pay" and "half-pay" should be calculated by averaging out pay for the previous 12 weeks prior to maternity leave commencing
- Periods of statutory sick pay and other below standard levels of pay during this 12 week calculation period will be disregarded.

Pensions

The employer and trade union(s) believe that women should not lose out on the chance to secure a decent occupational pension because they are on maternity leave. Consequently this agreement guarantees:

- In line with statutory requirements, a woman on maternity leave should only contribute to the pension scheme based on her actual income, but will get benefits as if she was paying full contributions.
- If a woman misses pension contributions due to being on an extended period of maternity leave that is unpaid she can 'buy' missing periods of service at a favourable cost once she returns to work.

Redundancy

If a woman's post becomes redundant during her maternity leave she is legally entitled to the offer of any suitable vacancy that exists in the organisation. She takes priority over other employees. If there is no suitable post the employers normal redundancy policy applies. Consequently this agreement guarantees:

- that if a woman's post becomes redundant during her maternity leave, she is entitled to a similar job on no less favourable terms and conditions, if one is available.



Notice to return to work

The legally required notice period of early return from maternity leave (given by the employee to the employer) has recently been increased from 28 days to 8 weeks. However, The employer and trade union(s) believe a family friendly employer should not need 8 weeks notice to reorganise so that she can return to work. Consequently this agreement guarantees:

- That women need give only 4 weeks notice prior to returning to work.

Return to work

Given the stress and upheaval that accompanies returning to work after the birth of a child, this agreement also guarantees:

- Women returning from maternity leave will receive a £300 “Returner’s Bonus”, which is repayable if they leave within 6 months.
- After a return to work the employer will arrange a re-induction programme for the employee.
- The employee is entitled to phase their return to work over 4 weeks and vary their start and finish times to accommodate childcare responsibilities for the first 6 months.

Keeping in contact

The employer and trade union(s) believe it is important to ensure that whilst an employee is on maternity leave she is kept up to date with what is happening in the workplace in terms of changes or restructuring, positions vacant, promotional opportunities, professional development opportunities and any other relevant information. This ensures a smoother transition back into the workplace once the maternity leave period has ended. Consequently this agreement guarantees:

- Employees on maternity leave are entitled to 10 voluntary Keeping In Touch Days with full pay for the day’s worked.
- Whilst on maternity leave, a woman is entitled to pay increases, to be included in consultation processes; to apply for promotions; and receive coaching or training which she would have had were she not on maternity leave.
- Employees may, by agreement, do up to ten days’ work during the maternity leave period.
- Employees on maternity leave will also receive all relevant newsletters and information regarding changes and development opportunities at work.

Breast feeding

The employer and trade union(s) believe the health benefits of breastfeeding babies are now well established, particularly in protecting them from infection during the first year of life and recognise there is a legal duty on employers to make allowances for women who are breastfeeding. Consequently this agreement guarantees:

- The employer will provide suitable rest, meal and refreshment breaks for nursing mothers, such as a rest area (not a toilet) where they can express milk and facilities for storing milk such as a fridge.

Childcare

The employer and trade union(s) recognise that childcare is often essential in enabling parents to reconcile work and family life, especially for lone parents who may have less family support and a lower income. They also note that the pre-tax childcare subsidy enables employers to subsidise nursery places for employees.

This agreement guarantees:



- Discretionary leave for planned health care of a young child. Up to 10 days (5 paid) in the child's first 5 years are allowed to enable an the employee to attend certain routine and planned medical appointments and developmental check-ups with their child.
- The employer will initiate and support a scheme of subsidised childcare nursery places

Health and safety

The employer and trade union(s) note the employers have a duty of care for their employees, and this specifically includes the health and safety of women of childbearing age. If an employee is pregnant, breastfeeding or has given birth in the last 6 months, the duty of care applies to the baby's health and safety as well.

Consequently this agreement guarantees:

- The employer will conduct a risk assessment for any women of childbearing age, and this should happen whether or not the woman requests it.
- The employer will remove any risk or prevent exposure to it, and inform the woman of the risk and what was done about it.
- If risk cannot be removed, the employer must temporarily alter the women's working conditions, offer her suitable alternative work (on the same or better terms and conditions) or suspend her on full pay.
- The Health and Safety Executive (HSE) states that pregnant women and new mothers should avoid lifting heavy loads; working in stressful environments; or working at unsuitable workstations. The employer will ensure this advice is followed.
- Rest facilities will be provided for pregnant women and nursing mothers.

Sickness

The employer and trade union(s) recognise that a woman may be ill with a pregnancy related illness for a very short time in the 4 weeks before the birth of her child. It would not be fair for her maternity plans to be disrupted because of a short illness. It could also be disruptive to the employer to automatically start maternity leave before it was planned.

This agreement guarantees:

- That women do not need to start maternity leave until they choose to do so, and are entitled to claim sick pay until the planned start of their maternity leave.

Still births and premature births

The employer and trade union(s) recognise that if a baby is born prematurely (4 weeks early or more) then they take longer to develop and often cannot be left when the usual maternity period is over. This can also cause difficulties if babies are kept in hospital for some time, so that much of the maternity leave has been used up before the child is brought home.

Mothers whose babies are born alive but prematurely or stillborn after the 24th week legally qualify for full maternity rights.

This agreement guarantees:

- A woman will receive an extra week of maternity leave for every week that the baby is born prematurely.