







**8.1** All pregnant employees, regardless of length of service, are entitled:

To take 52 weeks' unpaid Maternity Leave, and  
To return to their original job (or, if this is not reasonably practicable, to a suitable alternative job).

**8.2** During Ordinary and Additional Maternity Leave, you are entitled to benefit from all your normal terms and conditions of employment except for remuneration (i.e. monetary wages or salary).

**8.3** Entitlement to Maternity Pay during Maternity Leave is dependent upon your length of continuous service with the College.

## **9 MATERNITY PAY**

**9.1** Entitlement to be paid Statutory Maternity Pay (SMP) and also Occupational Maternity Pay (OMP) is determined by your continuous length of service with the College as at the 15<sup>th</sup> week before your (EW~~Q~~).

**9.2**



You are still pregnant 11 weeks before the start of the expected week of childbirth, or have already given birth;  
You provide a MAT B1 form stating your expected week of childbirth;

You give the College proper notification of your pregnancy in accordance with the rules set out above.

## **11.2 Rates of SMP**

[SMP is paid](#) at the following rates:

First 6 weeks of Maternity Leave – 90% of average weekly earnings

Next 33 weeks of Maternity Leave – Basic SMP (or 90% of average weekly earnings if less than basic SMP)

## **12 MATERNITY ALLOWANCE**

**12.1** Women who do not qualify for SMP, may qualify for MA, which is based on their recent employment and earnings record and is a state benefit which may be payable for 39 weeks.

**12.2** MA is a benefit paid weekly by Jobcentre Plus.

To qualify for MA:

you must be employed but not qualify for SMP, or be self-employed or recently employed;

you must have paid at least 26 weeks national insurance full rate employed or self-employed contributions in the 66 week period running up to and including the week before the baby is due;

you must have earned at least a specified amount per week on average in any 13 weeks in the 'test' period.

To claim MA, you must complete and return form [MA1 to Jobcentre Plus](#) on or after the 14<sup>th</sup> week before the week the baby is due. You should also write to Human Resources enclosing your MATB1 Certificate and you will then be issued a SMP1 form detailing the reasons why SMP cannot be paid. The completed SMP1 form should be taken to Jobcentre Plus together with the MATB1 certificate.

## **13 WHILST ON MATERNITY LEAVE**

**13.1** Your contract of employment continues (unless you have a contract that was due to expire during your maternity leave) and maternity payments will be credited to your account on the last working day of every month. However as maternity pay is calculated in weeks rather than months, you may notice a slight variation in your pay.

**13.2** Your payslips will be e-mailed to you in the normal way whilst you are on maternity leave. If you wish to change the e-mail address to which your payslips are sent, you can do so by logging

**14.1** You will accrue contractual annual leave during both your 26 weeks Ordinary and 26 weeks Additional Maternity Leave period. Leave entitlement is calculated according to the number of calendar months which fall between the beginning of the leave year and the end of your maternity leave.

**14.2** You should where possible take all your leave entitlement prior to going on maternity leave. You may lose any leave not taken before the end of the leave year.

## **15 KEEPING IN TOUCH DAYS**

**15.1** You may carry out up to 10 days' work for the College during your maternity leave period without bringing your maternity leave to an end.

**15.2** The purpose of this provision is to allow you to 'keep in touch' with the College. Work includes any work done under the contract of employment and may include training or any activity aimed at keeping in touch. Any work carried out on a day will count towards one days' work. This means that if you come into work for a one hour team meeting you will only get paid for the one hour but it will constitute as one of the 10 days available. However, reasonable contact from time to time during maternity leave, for example to discuss the employee's return to work, does not bring the maternity leave period to an end.

**15.3** A 'keeping in touch' day must not take place during the two weeks following the birth of your child.

**15.4** There is no obligation for you to take part in a 'keeping in touch' day, nor is there any obligation on the College to provide them.

**15.5** Although a keeping in touch day is paid – any payment received will be inclusive of any Statutory or Occupational Pay entitlement. A keeping in touch day payment is not in addition to any Occupational or Statutory Payment.

## **16 PENSION**

**16.1** If you contribute into one of the College's Pension Schemes, the College will continue to pay its contributions during your paid maternity leave. While you are on paid maternity leave, contributions will be deducted from your salary as normal.

**16.2** During any period of additional unpaid leave, your pension will be suspended. On your return to work you may elect, with the College's agreement, to pay additional contributions to make up your pensionable service. For further information please contact Human Resources.

## **17 RETURNING TO WORK**



**17.3** If you comply with the requirements above you are entitled to return to the same job on the same terms and conditions as if you had not been absent. Or, if not reasonably practical, to a very similar job.

## **18 SICKNESS DURING YOUR MATERNITY LEAVE**

**18.1** If you fall ill before the end of your maternity leave, and are unable to return to work on your notified date of return, you must inform your line manager immediately, in accordance with normal sickness absence reporting procedures and submit either a self-certificate or medical certificate. The certificate should cover your absence from the date you were due to start work. You will be entitled to sick leave and pay as normal from your notified date of return.

## **19 REDUNDANCY**

**19.1** During your maternity leave you retain all your statutory rights in respect of redundancy, including the right to your contractual notice period.

**19.2** If there is a need for reorganisation during your maternity leave the College's [Redundancy Procedure](#) will be followed and you will be given the opportunity to be included in any consultation that is taking place over the proposed redundancies/changes and how they are to be implemented.

**19.3** If, after the formal consultation process has been followed, you are selected for proposed redundancy, you will be given a written invitation to a meeting at which you may be accompanied (by a trade union representative or a workplace colleague) and, if appropriate, given an opportunity to appeal. If you were to be given notice of redundancy whilst on maternity leave, the College will endeavour to offer you any suitable alternative vacancy that exists.

**19.4** 'Suitable' in this context generally means work that would be appropriate for you to do, and is on terms (league) and, if appropriate,

