

**SCOPE**

This document establishes the Maternity Leave Policy for Galliford Try Employment Limited. References in this policy to the 'Company' are to Galliford Try Employment Limited. References in this policy to 'our people' are to employees of Galliford Try Employment Limited.

**PURPOSE**

The Company recognises the need to retain the skills and services of our people and wishes to encourage them to return to work following the birth of their children. This policy sets out the rights and responsibilities of Galliford Try Employment Limited employees who are pregnant or who have recently given birth.

The Galliford Try Employment Limited Maternity Policy will be brought to the attention of all our people. This Policy does not form part of our people's contract of employment and may be amended by the Company from time to time. It will be reviewed annually.

**GENERAL DATA PROTECTION REGULATION**

Be aware that whenever we are collecting, using, retaining, transferring or disposing of any information about a person ("processing of personal data") in connection with the subject matter of this policy we have numerous obligations under the General Data Protection Regulations (GDPR). Any failure to comply with GDPR can have serious results including breach of the person's rights and financial penalties for the Company. You must not proceed with any processing of personal data unless you have first read and complied with the Group Data Protection Policy, reference HR-POL-004, which can be found on the HR policy page of Galileo. If you have any questions about GDPR compliance please contact the Group Chief Information Officer, the Head of Information Security and Compliance or Legal Services.

**ABBREVIATIONS / DEFINITIONS**

<b>EWC</b>	Expected Week of Childbirth (means the week, starting on a Sunday, in which your doctor or midwife expects you to give birth).
<b>OML</b>	Ordinary Maternity Leave
<b>AML</b>	Additional Maternity Leave

**OUTPUTS**

Reference No.	Document Title	Retention Period	Responsibility
HR-FRM-004	Maternity Leave Notification of Pregnancy form	7 years	Employee
HR-FRM-005	Maternity or Adoption Leave End notice form	7 years	Employee

**MATERNITY POLICY****1. Notification**

You should inform your immediate manager of your pregnancy as soon as possible and by no later than the end of the 15<sup>th</sup> week before your EWC, or if that is not possible as soon as reasonably practicable afterwards.

When notifying your line manager, you should:

- Inform them of your EWC;
- Inform them of the date you intend to begin your maternity leave (subject to the exceptions below). This must be no earlier than the beginning of the 11<sup>th</sup> week before the EWC.
- You must also provide the MATB1 issued by a registered doctor or your midwife to the company as possible. This form is not normally issued before 20 weeks prior to your EWC. If it is not provided to you, you should ask your doctor or midwife for the form as we need this in order to be able to pay your Statutory and Enhanced Maternity Pay.

**2. Confirmation by the Company**

Within 28 days of receiving notification from you of the date you intend to start your maternity leave, we will write to you to inform you of the date that you are expected to return to work, based upon the length of time you intend to take for your Maternity Leave ("Expected Return Date").

**3. Variation of the start date of Maternity Leave**

3.1 If you have notified us of the intended start date of your maternity leave and you wish to change this date, you can do so provided you notify the Company of the amendment at least:

- 28 days before the date which you wish to vary; or
- 28 days before the new date, whichever is earlier.

3.2 If it is not reasonably practicable for you to comply with either of these time limits, you must advise us of the amendment as soon as possible. Failure to comply with these notification requirements may result in the loss of your right to maternity leave.

**4. Antenatal**

4.1 Antenatal care generally refers to medical examinations during the pregnancy, as well as relaxation and parenting classes on the advice of a healthcare professional.

4.2 You are entitled to reasonable paid time off during working hours to enable you to receive antenatal care. To qualify, you are required to produce a certificate from a registered medical practitioner, registered midwife or registered health visitor, stating that you are pregnant, together with an appointment card or other written confirmation of the antenatal appointment. These requirements do not apply to the first antenatal appointment.

4.3 We ask that you give your line manager as much notice as is reasonably possible of the appointment, and arrange any future appointments, wherever possible, at the start or end of the day to limit any possible disruption to the business.

4.4 You will be paid your normal salary in when attending antenatal appointments.

**5. Health and Safety**

Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures we need to take. We will take the steps necessary to avoid any risks identified which may affect yours or the baby's health and safety This may involve:

- changing your working conditions or hours of work;
- offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- suspending you from duties, which will be on full pay unless you unreasonably refuse suitable alternative work.

## 6. **Maternity Leave**

### 6.1 Maternity leave is divided into:

- Ordinary maternity leave of 26 weeks ("OML"); and
- Additional maternity leave of a further 26 weeks' leave beginning with the date on which OML ended ("AML").

6.2 All pregnant employees regardless of their length of service, or the number of hours they work, are entitled to a period of up to 52 weeks Maternity Leave. However, this is subject to meeting the notification requirements as described above. You are entitled to return to work at the end of their maternity leave.

6.3 Maternity Leave cannot start before the beginning of the 11<sup>th</sup> week before the EWC. In order to qualify for the retention of certain contractual rights during Ordinary Leave, you must give notification to the Company of your intention to take Maternity Leave by no later than the end of 15<sup>th</sup> week before the EWC. You must also notify the Company of your pregnancy by providing the completed MAT B1 form.

6.4 Pregnant employees must take at least two weeks' maternity leave (compulsory maternity leave) starting on the day their baby is born.

6.5 In the unfortunate circumstance that an employee suffers a stillbirth after 24 weeks or more of pregnancy, they have the right to maternity provisions outlined above. In such circumstances we will endeavour to support the employee and their family during this difficult time, and support services such as the Employee Assistance Programme (EAP) will be made available to them.

6.6 You are entitled to select the start and end dates of Maternity Leave; however, you cannot actually commence leave until the beginning of the 11<sup>th</sup> week before the EWC. The latest date that Maternity Leave can start is the date of childbirth itself. You will be considered to have started your Maternity Leave if they you are absent due to sickness or incapacity related to the pregnancy in the four weeks immediately before the EWC (known as *Sickness Trigger*) regardless of when you said that you wanted your Maternity Leave to start or if you have not given notice of your intention to commence Maternity Leave.

6.7 You are not entitled to return from Maternity Leave until two weeks after the birth of the child. You may also qualify for Shared Parental Leave; further details are available in our Shared Parental Leave (Birth) Policy.

## 7. **Right to Return from Ordinary Maternity Leave**

You have the right to return to the Company in the same job in which you were employed before your absence (subject to any redundancy situation having arisen).

## 8. **Right to Return from Additional Maternity Leave**

You have the right to return to the Company in the same job in which you were employed before your period of maternity leave, unless there is a redundancy situation, or if it is not reasonably practicable for us to permit you to return to that job. If it is not reasonably practicable, you are entitled instead to return to another suitable and appropriate job. The job will be on terms and conditions, including those relating to

remuneration, which are no less favourable than those which would have applied had you not been absent at any time since the commencement of your maternity leave period.

**9. Redundancy during Maternity Leave**

In the event that your post is affected by a redundancy situation occurring during your Maternity Leave, we will write to inform you of any proposals and consult with you before any final decision is reached.

**10. Maternity Pay/Statutory Maternity Pay**

10.1 You are entitled to receive Company Maternity Pay/Statutory Maternity Pay provided you comply with the following requirements:

- Have 26 weeks' continuous service ending with the 15<sup>th</sup> week before the EWC;
- Give at least 28 days' notice in writing (or, if that is not reasonably practicable, as much notice as is reasonably practicable) of when you intend SMP to start;
- Provide the Company with a doctor's or midwife's certificate (MAT B1) confirming your EWC;
- Have average weekly earnings in the eight weeks up to and including the 15<sup>th</sup> week before the EWC ("the Relevant Period") at least equal to the Lower Earnings Limit for National Insurance Contributions; and
- Are still pregnant or have given birth by the 11<sup>th</sup> week before the EWC.

10.2 For information regarding the actual amount of maternity pay you will receive please contact the HR Hub. The amount will be calculated on the basis of 13 weeks full pay and 26 weeks SMP (subject to the conditions set out at clause 10.5 and 10.6).

10.3 Any Company Maternity Pay received by you is inclusive of your entitlement to Statutory Maternity Pay. The rate of Statutory Maternity Pay that is payable is calculated as follows:

1. during the first six weeks, Statutory Maternity Pay is paid at a rate of 90% of your average weekly earnings calculated over the Relevant Period; and
2. during the remaining 33 weeks, SMP is paid at a fixed rate, set by the government each tax year.

10.4 Payment of Company Maternity Pay or Statutory Maternity Pay will cease if you return to work.

10.5 Payment of Company Maternity Pay is conditional upon you confirming in writing, prior to starting maternity leave, that you intend to return to work for at least 12 months after maternity leave. If you do not provide this written confirmation, you will receive Statutory Maternity Pay (if eligible) only.

10.6 If you do not return to work at the end of your maternity leave, or if you leave employment within one year of the date of your return to work, you will be required to pay back the difference between the Company Maternity Pay received by you and your entitlement to Statutory Maternity Pay.

For information regarding the repayment of Company Maternity Pay please contact the HR Hub.

10.7 As set out above, in order to qualify for Company Maternity Pay/Statutory Maternity Pay you must give us 28 days' notice of the date you expect your Maternity Leave to start and provide medical evidence of pregnancy in the form of the MAT B1. This notice can be incorporated with the notices you are required to give in order to qualify for OML and, if you are eligible, for additional maternity leave. The Maternity Pay Period ("MPP") will normally start at the beginning of OML on the notified date but may start earlier if OML is automatically triggered by childbirth at an earlier date or where you are absent from work for a pregnancy related reason after the beginning of the fourth week before the EWC.

**11. Maternity Allowance**

If you do not meet the eligibility requirements for Company Maternity Pay/Statutory Maternity Pay, you may be entitled to maternity allowance. For information regarding maternity allowance payments please contact the HR Hub or Payroll Team.

**12. Status of Contract of Employment during Ordinary and Additional Maternity Leave**

Terms and conditions applicable to you, including benefits, other than remuneration, will be preserved during both OML and AML. Remuneration is salary or wages. In particular:

- Benefits in kind such as life insurance, payment of professional subscriptions, eligibility to participate in the Share Scheme, the Flexible Benefits Scheme and health insurance will continue;
- You will continue to receive your car allowance or if you have a company car, you will retain your company car. If you have a fuel card this will also be retained, though you will need to continue to comply with the reporting requirements and to pay for private fuel where this is due; and
- You will continue to accrue your annual leave entitlement.

**13. Our people's obligations**

In particular, your implied obligation to the Company of good faith and any terms and conditions of your employment relating to:

- Notice of termination of the employment contract by you;
- The disclosure of confidential information;
- The acceptance of gifts or other benefits, or
- Your participation in any other business will continue to apply during OML and AML.

**14. Holiday entitlement**

During your period of absence on OML and AML you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. If a public holiday falls within your period of maternity leave, you will be given an additional day of annual leave in lieu of that public holiday. We encourage you to use your accrued leave immediately before, during your unpaid leave period or before you return from maternity leave. You should discuss your holiday plans with your line manager in good time before starting your maternity leave. Where you do not return to work following maternity leave you will be paid for any untaken accrued holiday.

**15. Pension**

Your right to receive pension contributions from us continues throughout any period of paid maternity leave (i.e. up to 39 weeks if you meet the eligibility requirements for Company Maternity Pay/Statutory Maternity Pay). During this period, your employee contributions will also continue. The period during which you receive paid maternity leave also counts towards your pensionable service. Such entitlement does not continue during unpaid maternity leave unless your contract specifically states otherwise.

If you return to work after a period of unpaid maternity leave, you will be given the opportunity to pay additional pension contributions to cover the weeks of unpaid maternity leave during which no contributions were made. If you make these contributions, we will pay the employer contributions for this period. If you elect not to make contributions for the unpaid maternity leave period, a break in pensionable service will be applied. If you do not return to work after maternity leave, your leaving date for pension purposes will be the last date of your paid maternity leave or your date of resignation, if earlier. For further information and advice, please contact the HR Hub or the Payroll Team.

**16. Keeping In Touch days (KIT days)**

You can attend work for up to 10 'keeping in touch' days during your maternity leave. These days can be used to attend training or to plan and facilitate your return to work. This will not affect your maternity pay and leave entitlements. Payments for any days worked will be at your standard basic salary rate and will be inclusive of any maternity pay entitlements.

KIT days are optional and there is no obligation on you to undertake any work during maternity leave.

**Returning to Work Expected Return Date**

As detailed under the Notification section above, the company will confirm your expected return in writing. We expect you to return on this date unless you inform us otherwise and should confirm this with your line manager.

**17. Returning Early**

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks prior notice of the revised return date. If insufficient notice is given, we may postpone your return until eight weeks after you give notice or to the end of the relevant maternity leave period, whichever is earlier.

**18. Termination/Resignation**

If you decide not to return to work following your maternity leave, you should give us the required notice under your contract of employment. If you decide you do not wish to return at the end of maternity leave you will continue to be entitled to SMP (if eligible) and maternity leave even though you are not coming back.

**19. Detrimental Treatment**

You have the right not to be subjected to detrimental treatment on the grounds of pregnancy, childbirth or maternity. If you believe you are the victim of such treatment you should bring it to the attention of HR as soon as possible.

**20. Useful Contacts**

HR Hub by telephone on 01455 231828 or by email to [HR.Hub@gallifordtry.co.uk](mailto:HR.Hub@gallifordtry.co.uk)  
Local HR contacts for advice and guidance