



Old Chapel Café Maternity Policy

Date of Policy: May 2025

Review: May 2026

- 1.1 This policy applies to all employees of Wace Chester CIC looking to take maternity leave. This includes staff on full-time, part-time, temporary or fixed-term contracts. It doesn't apply to agency workers or to self-employed contractors.
- 1.2 Maternity leave is paid time off to support you when you're pregnant and will take time off work to give birth and care for your child.

This policy describes:

- Our policy on maternity leave and pay
- By law, what we both need to do before, during and after you take maternity leave
- How we collect and store personal data when managing maternity leave

It also provides basic guidance on health and safety while working when pregnant.

2 Before Taking Maternity Leave

- 2.1 **Telling Your Manager.** Once you know you're pregnant, you must tell us at least 15 weeks before your due date. But it's helpful to tell your manager as early as you can. This will help us assess any health and safety risks to you or your baby and explain your rights to maternity leave and pay.

Either way, please:

- Inform us in writing
- Provide a copy of your MAT B1 form once you have it

- Let us know when you expect to start your maternity leave

You can change this start date if you give us at least 28 days' notice in writing.

2.2 **Your MAT B1 Form.** The MAT B1 is a form signed by a doctor or midwife confirming your expected week of childbirth. If you aren't given your MAT B1, please ask your doctor or midwife for a copy.

3 **Your Rights Under This Policy**

3.1 **Antenatal Care.** During your pregnancy, your doctor or midwife will make regular appointments with you for checks, scans and tests. These are known as antenatal appointments. You can take reasonable paid time off work to attend these appointments, regardless of your length of service or the hours you work. You won't be expected to make up this time.

Please give your manager as much notice as possible of your appointments. After your first appointment, please show your manager your appointment card from the hospital or clinic.

3.2 **Maternity Leave.** You can take up to 52 weeks' maternity leave. This is made up of 26 weeks of ordinary maternity leave (OML) plus 26 weeks' additional maternity leave (AML). You have the right to return to work at the end of your OML or AML. This right applies to all employees taking maternity leave, regardless of how long you've worked for us or how many hours you work each week. You can start your maternity leave any time in the 11 weeks before your due date. By law, you must take a minimum of two weeks' maternity leave immediately after you give birth.

3.3 **Sick leave during your pregnancy or maternity leave.** If you're unable to work because of a pregnancy-related illness during the four weeks before your due date, your maternity leave period will begin straight away. If you're off sick due to a non-pregnancy related illness, it will count as sick leave in the usual way. Any pregnancy-related sick leave taken before this time will be treated as sick leave in the usual way.

3.4 **Early births.** If your baby arrives before the planned start of your maternity leave, your maternity leave will start the day after your baby is born.

3.5 **Maternity Pay**

You're eligible to receive 39 weeks' statutory maternity pay if:

- you've worked continuously for us for at least 26 weeks at the end of the qualifying week (the 15th week before your baby is due)

- your average earnings are equal to or above the lower earnings limit set by the government each tax year (currently £123 per week)
- you've provided a MAT B1 form stating your due date
- you're still pregnant 11 weeks before your due date (or have already given birth).

Rates are fixed by law and are subject to tax and national insurance deductions. During the first six weeks of this 39-week period, statutory maternity pay is paid at 90% of your average weekly earnings. After this you'll receive the weekly lower statutory maternity rate (currently £184.03) or 90% of your average weekly earnings, whichever is lower. Your average weekly earnings are calculated over the eight weeks up to the end of your qualifying week.

If you're not entitled to statutory maternity pay, we'll issue you a statutory maternity pay 1 form to allow you to claim maternity allowance instead. The current rate for maternity allowance is £184.03 per week.

More info can be found at:

Maternity Allowance: <https://www.gov.uk/maternity-allowance>

Maternity Pay: <https://www.gov.uk/maternity-pay-leave>

3.6 **Shared Parental Leave and Pay.**

If you meet the eligibility criteria, you can choose to end your maternity leave and pay early and share the rest with your co-parent. This is known as shared parental leave.

Shared parental leave lets parents choose how to share the care of their child during the first year after birth or adoption. It aims to give parents more flexibility in considering how to best care for, and bond with, their child.

Details can be found in our Shared Parental Leave Policy.

4 **During Maternity Leave**

4.1 **Keeping in Touch**

Before your maternity leave, your manager will ask you how much contact you'd like to have with work while you're on leave.

For example, you may ask to be sent:

- notes of important meetings
- details of internal vacancies
- details of important announcements

- details of significant changes to the way we work
- details of changes to the team structure
- details of useful training courses

There may be occasions when we need to contact you, even if you've told us you don't want to be contacted. In these circumstances, we'll only be in touch if there's significant information which might affect you. For example, if we're proposing changes to your job.

4.2 **Keeping in Touch (KIP) Days**

You may work for up to 10 keeping in touch (KIT) days during your maternity leave.

When agreeing KIT days, you and your manager must agree the type of work, pay rate and the duration in advance. You'll either get statutory maternity pay for a KIT day or we'll top this up to your usual day rate.

4.3 **Impact on contractual benefits**

Your terms and conditions of employment remain unchanged when you take maternity or shared parental leave, except for the terms relating to pay. Instead of your usual pay, you'll receive maternity pay.

When you return to work, you'll receive any pay increase (or other terms and conditions) that you would have received had you been at work. This may also lead to a re-calculation of your statutory maternity pay entitlements.

4.4 **Annual Leave.** You'll continue to build up annual leave during your maternity leave. You can take any annual leave you have as a block, either immediately before or after your maternity leave, or a combination of the two. If you take the annual leave before your maternity leave and resign during maternity leave, you may have taken more leave than you're entitled to. If this is the case, we may take the equivalent amount from your final salary. Alternatively, we may agree a repayment plan with you.

4.5 **Pension Scheme.** If you're a member of the pension scheme, we'll continue to make employer pension contributions during paid statutory maternity leave, based on your normal salary. Any employee contributions you make will be based on the statutory maternity pay you receive. Please tell us in writing if you want to make up any shortfall in employee contributions.

5 **Returning To Work**

5.1 **Your Return Date**

Unless you tell us otherwise, you're expected to return to work the next working day after your maternity leave. If you can't work because you're sick or injured, you'll need to take sick leave.

If you don't return to work when agreed and aren't taking sick leave, we'll record any additional days off as an unauthorised absence. If you decide not to return to work, you'll need to resign by giving notice, as set out in your employment contract.

5.2 **Changing Your Return Date**

You must give us at least eight weeks' notice if you want to return to work before the end of your maternity leave. If you don't give at least eight weeks' notice, your manager may delay your return to work by up to a further eight weeks, where there's good reason.

5.3 **Returning To Your Job**

You have the right to return to the same job if you return to work following ordinary maternity leave. If you return to work after additional maternity leave and we can't offer you the same role, we'll offer another suitable alternative job instead. The alternative job must have similar or better terms and conditions compared to your current role.

5.4 **Requesting A Change to Your Pattern of Work**

You have the right to request a new working pattern (subject to eligibility criteria). To find out more, please read our flexible working policy.

6 **Your Health and Safety**

6.1 **Risk Assessment**

During your pregnancy and after your return to work, you may need to avoid or limit certain work activities to protect your health and safety. Your manager may be able to help you reorganise your work or may ask you to do different work to accommodate this.

In exceptional cases, we may need to take other action, for example, suspension on medical grounds.

Once you tell your manager about your pregnancy, they'll discuss health and safety issues with you. Your manager will complete a risk assessment with you, and you'll agree any actions. Your manager will hold regular meetings with you throughout your pregnancy to review the assessment. If you have any concerns, please raise these with your manager.

6.2 **Rest and Breastfeeding Facilities**

We provide a space where you can go to rest during pregnancy or breastfeed or express once you're back at work. Please speak to your manager about this.

7 **Redundancy**

You may be entitled to an enhanced period of protection from redundancy, where you'll be automatically entitled to be offered suitable alternative employment in preference to others, if your role is made redundant. Protection begins when you notify us about your pregnancy and ends either:

- 18 months from your child's date of birth, when the birth has been notified to your organisation or manager before the end of the maternity leave period, or
- 18 months from the due date where not notified, or
- in the difficult situation of suffering a miscarriage, two weeks from when the miscarriage occurs. In the case of a miscarriage after 24 weeks pregnancy, the rules on maternity pay and leave above apply.

8 **Data Protection**

When managing your maternity leave and pay, we process personal data collected under our data protection policy. We store data securely, and only staff who manage your leave and pay will have access to this information.

To find out more, please read our data protection policy.