



Staffordshire Fire and Rescue Service

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FOI reference 112/17	Date Received 15/11/17
Request:	
Would it be possible to supply me with a copies of any policies that Staffordshire Fire and Rescue Service has in relation to:	
1) Maternity Pay / Leave for employees	
2) Fertility Treatment / IVF treatment for employees	
Response:	
See attached Maternity policy	

STAFFORDSHIRE FIRE AND RESCUE SERVICE

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TITLE: MATERNITY POLICY

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1. INTRODUCTION

- 1.1 This policy sets out the rights of employees in relation to pregnancy and maternity.
- 1.2 For the purposes of this document, 'childbirth' means the birth of a living child or a stillborn child after 24 weeks of pregnancy.

2. NOTIFICATION OF PREGNANCY

- 2.1 Employees should inform their employer as soon as they know they are pregnant. This can be done via their Line Manager or the Human Resource Department, whichever is preferable. In any event the employee must provide notification of the pregnancy, in writing, to the employer no later than the 15th week before the expected week of confinement. A representative from HR will arrange a meeting with the expectant mother and the Line Manager to outline the employee's rights and entitlements and to discuss working arrangements and hours and any concerns the employee may have at this stage. The employee may also request that they are accompanied by a trade union representative or a work colleague.

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2.2 Suitable arrangements will be made to enable pregnant employees to rest in accordance with The Workplace (Health and Safety) Regulations 1992.

3. OPERATIONAL STAFF

3.1 A woman who is pregnant must stop attending operational incidents as soon as she knows or suspects she may be pregnant.

4. RISK ASSESSMENTS

4.1 Under the Service's Health and Safety Policy, a generic risk assessment to identify hazards in the workplace that could be a risk to any new, expectant or breastfeeding mothers should already be in existence. See details on the [Risk Assessment for New and Expectant Mothers](#).

4.2 Once notified of a pregnancy, the employer will carry out an individual risk assessment immediately and, where possible, remove any risk that may be present. Further risk assessments must be carried out at appropriate intervals throughout the duration of the pregnancy.

4.3 All training exercises will be properly risk assessed by the person responsible for the training exercise and should take into account each trimester. In the case of RDS firefighters, attendance at drill nights and participation in any other work related activity, including training exercises, may be continued provided this is permitted within the scope of the individual risk assessment.

5. OCCUPATIONAL HEALTH AND WELFARE

5.1 On receiving notification of pregnancy, the employee may request a meeting with a member of the Occupational Health Team. The Occupational Health facility will be available for the employee throughout the pregnancy and maternity leave. This will allow the employee a confidential point of contact should they wish to discuss any issues relating to their pregnancy or to seek help and advice.

6. ANTENATAL CARE

6.1 All pregnant employees, irrespective of length of service, are entitled to time off for antenatal care. Where possible, appointments should be arranged at the beginning or end of the working day to minimise the workplace disruption.

6.2 Time off will be permitted to cover antenatal care classes, such as parent craft and birthing classes in agreement with the Line Manager and HR. Payment for "reasonable" time off to be granted by prior agreement and authorised by HR.

6.3 Pregnant employees are also encouraged to take part in fitness activities. All time off for activities to be agreed with the Line Manager. Additional time off does not constitute a right to payment but payment for reasonable time off will be granted.

7. EXPECTANT PARTNERS

7.1 Paid time off should be granted to expectant partners to attend "clinical" appointments such as scans. Any additional antenatal appointments may be attended by the partner by local agreement but payment will not normally be made.

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- 7.2 Partners wishing to attend antenatal care classes, such as parent craft or birthing classes should make the request through their Line Manager and time off to be agreed in advance of the appointment.

8. WORKING ARRANGEMENTS

- 8.1 The employee must inform the employer of any advice or recommendations suggested by their GP or midwife regarding their pregnancy and update this information as the pregnancy develops.
- 8.2 Any changes made to the duty system (including shift pattern), workplace and/or Watch worked by the individual should only be done following full consultation and by reaching agreement with the employee. A pregnant employee will not be redeployed away from her normal workplace unless she specifically requests this or an individual risk assessment highlights a significant risk which cannot be removed or on the advice of Occupational Health. If this is the case, then the woman must be redeployed to suitable alternative work with no less favourable terms and conditions. If redeployment is not possible, then the employee must refrain from work until the risk is eliminated.
- 8.3 Any change will only be made without the employee's consent if it is deemed that the existing conditions pose a safety or health risk to either the mother or the unborn child. This decision will only be made with the full support of Occupational Health.
- 8.4 Any new roles undertaken by the employee must be within the context of their current role and/or with their agreement.
- 8.5 Temporary flexible working or reduced hours, without loss of pay, may be considered if this is deemed necessary on medical grounds. Any changes the working arrangements will only be implemented following consultation and the agreement of Occupational Health.
- 8.6 An employee who is pregnant will be given the same access to promotion and development opportunities during her pregnancy and maternity leave, (for communication arrangements during maternity, see sections [12.1-12.2](#)).

9. ANNUAL LEAVE ARRANGEMENTS PRIOR TO MATERNITY LEAVE

- 9.1 Annual leave for the holiday year should be taken prior to the start of maternity leave if the employee is not expected to return before the end of the annual leave year.
- 9.2 With effect from 1 April 2009, payment for leave not taken may be made with the employee's agreement for any outstanding leave over and above the minimum statutory holiday entitlement of 5.6 weeks (28 days). The statutory holiday entitlement includes eight public holidays. Holiday entitlement up to the statutory minimum must be taken and payment cannot be made in lieu of these days, however, days may be carried over to the following leave year by agreement with your Line Manager.

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10. UNIFORM

- 10.1 Maternity uniform will be provided to pregnant employees. This uniform will be in line with their role in the organisation and will cover all aspects of outerwear.
- 10.2 Should the maternity uniform be unsuitable or inadequate, a clothing allowance for the duration of the pregnancy will be made. Authorisation for the allowance should be sought in advance of any purchase and re-imburement/payment will only be given on authorised purchases. An itemised receipt must be provided in all cases. Information relating to the purchase of uniform can be obtained from Occupational Health or Human Resources.

11. MISCARRIAGE OR STILL BIRTH (prior to 24 weeks)

- 11.1 If a miscarriage (or still birth) occurs before 24 weeks, the employee should arrange for the employer to be notified as soon as possible. Sympathetic consideration will be given to the situation and a period of 6 weeks' paid leave will be granted should the employee request this. This period of time may be varied based on the individual's circumstances and medical advice.
- 11.2 Once the employee has returned to work, paid time off will be given for employees to attend counselling.

12. MATERNITY LEAVE

12.1 Reasonable Contact

Employers, expectant mothers and new and adoptive parents are encouraged to maintain reasonable contact with each other during the period of maternity leave. It is suggested that the iNews is forwarded as a matter of course to all employees absent during the period of leave to enable them to keep updated on development and promotional opportunities. Employees should make this arrangement prior to commencing maternity leave and provide either an email address or confirm that they wish this to be sent by post to their home address.

- 12.2 Arrangements will be made locally with the employee prior to the start of the leave period for method and frequency of contact between the parties during the leave.

12.3 Confirmation of Expected Week of Childbirth - MAT B1

Employees must give their employer the MAT B1 form which the midwife will give her after the 21st week of pregnancy. Failure to provide a MAT B1 may result in maternity pay not being made or payment being delayed.

12.4 Eligibility

All pregnant employees regardless of length of service will qualify for maternity leave of 52 weeks. Eligibility for payment during the maternity leave period is covered in [Maternity Pay](#).

NOTE: Immediately after childbirth, there is a minimum period of compulsory maternity leave which you must take and before which you are not permitted to return to work.

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The period of compulsory maternity leave lasts for two weeks from the date of childbirth.

12.5 Notification and start of Maternity leave

Irrespective of when the employer is notified of the pregnancy, the employee must tell their employer when they want their maternity leave and pay to start. Maternity leave can start any time from 11 weeks before the Expected Week of Childbirth (EWC). If the employee wishes to change the start date of their leave once this has been agreed, then the employee must give 28 days notice of the change.

12.6 The following information should be included in the notification:

- The expected week of childbirth
- The date on which the employee intends to start maternity leave. This cannot be earlier than the beginning of the 11th week before the expected week of childbirth
- Whether the employee intends to return to work at the end of the maternity leave
- If the employee intends to return to work before the end of 52 weeks leave.

Please note that in order to receive Statutory Maternity Pay (SMP); the employee is required to give Line Management/HR Team 28 days notice of their intention to start maternity leave.

12.7 Upon notification of the date they intend to start maternity leave, the employee will receive confirmation of the commencement date and details of maternity payments to be made. Unless previously advised otherwise, the employer will assume that 52 weeks maternity leave will be taken.

12.8 Other circumstances which can trigger maternity leave.

Maternity leave will commence on the date notified by the employer except in the following circumstances:

- Any pregnancy related sickness in the four weeks before the expected date of birth can trigger maternity leave and pay
- If childbirth occurs before the intended start of the maternity leave, maternity leave begins on the date of childbirth.

In both cases, the employee should notify their Line Manager/HR team as soon as practicably possible that you have given birth or are absent with a pregnancy related illness.

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12.9 Payment and Benefits during Maternity Leave

During maternity leave, employees will continue receiving the same contractual benefits they would normally receive as if they were at work. There is no entitlement to retain benefits that are provided for work purposes only, for example, fire car provided for responding to incidents.

13. MATERNITY PAY

13.1 Statutory Maternity Pay

To be eligible to receive Statutory Maternity Pay you must:

- Be pregnant and have reached, or have given birth before reaching, the beginning of the 11th week before the expected week of childbirth
- Have been continuously employed for at least 26 weeks at the end of the 15th week before the expected week of childbirth
- Have average weekly earnings, for the eight week period ending with the qualifying week, of not less than the Lower Earnings Limit for NI contributions
- Have stopped working for the employer to commence maternity leave
- Provide proper notification.

If you are not eligible for SMP, you may be able to claim Maternity Allowance direct from the Department for Work and Pensions or Jobcentre Plus. You will be provided with form SMP1 from Payroll Services and your MAT B1 will also be returned to you with this form. You should contact the DWP direct.

13.2 Service Maternity Pay – less than one year's continuous service

Employees who have less than one year's continuous service at the 11th week before the expected week of childbirth and who qualify for SMP, will be entitled to:

- 90% of weekly average pay for the first 6 weeks absence; plus
- 33 weeks Statutory maternity pay.

(If 90% of the average weekly earnings are less than the rate SMP, then 90% of the average weekly earnings will be paid for the full 39 weeks).

The remainder of the maternity leave period is unpaid.

13.3 Service Maternity Pay – more than one year's continuous service and **intending to return to work**.

Employees who have more than one year's continuous service at the 11th week before the expected week of childbirth and **who are intending to return to work** will be entitled to:

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- 39 weeks full pay – this will include the statutory entitlement to 39 weeks of Statutory Maternity Pay which will be “topped up” to the employee’s normal weekly wage for 39 weeks
- 13 weeks half pay.

13.4 Employees must return to the workplace and carry out their full role and associated duties for a minimum of three months to retain the enhanced payment arrangements. Failure to return to undertake the full duties associated with the role for any reason (which includes the taking of accrued holiday, sickness absence or subsequent pregnancy) may result in the organisation reclaiming part or all of the enhanced payments made. Please note that any subsequent pregnancy that prevents the employee returning to work, and complying with the above provision, for a minimum of three months will only be paid at the statutory rate i.e. 90% of salary for the first six weeks and statutory maternity pay for 33 weeks..

13.5 Employees should return on their previous working arrangements, as outlined in 13.4 above, to retain the enhancement payments, however employees may return on a flexible working arrangement and retain their enhanced payment, provided this is as part of an agreed arrangement. Application for a flexible working arrangement that is not agreed which subsequently results in the employee deciding not to return does not entitle the employee to retain the payment arrangements.

13.6 Service Maternity Pay – more than one year’s continuous service and **not intending to return to work**.

Employees who have more than one year’s continuous service at the 11th week before the expected week of childbirth and **who are not intending to return to work** will be entitled to:

- 90% of weekly average pay for the first 6 weeks absence; plus
- 33 weeks Statutory maternity pay.

Payments will cease on the expiration of 39 weeks SMP.

13.7 Termination or still birth

If the termination or still birth occurs after the qualifying period for SMP (14 weeks before the expected week of childbirth) then SMP is still payable as if the pregnancy had gone full term.

13.8 If the termination or still birth occurs before the qualifying period for SMP as defined above, then no statutory payment is due and normal sickness payments will apply should the employee be absent from work due to termination of the pregnancy.

13.9 Any sickness arising out of such circumstances will not be considered in the normal sickness absence monitoring, nor be subject to any disciplinary sanction under the absence policy.

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13.10 Premature Birth

In the event of an employee giving birth prematurely, the period of full pay will be extended by the number of weeks the baby was premature. Leave will commence from the date of birth.

13.11 Holiday entitlement whilst on maternity leave

Employees on maternity leave will accrue holiday entitlement for the duration of the leave period. Annual leave should be requested in line with the employer's procedure i.e. if an employee on maternity leave wishes to take annual leave at the end of the period of maternity leave, then this leave must be requested in line with procedure and not assumed to be granted. Please note that the taking of leave does not constitute a return to work (see [13.4](#)- [13.5](#)).

Where a public holiday occurs whilst the employee is on maternity leave, the employee will receive full pay for this day. If statutory maternity pay is being received, payment for that day will be made up to full pay.

Green Book Staff: On returning to work, the employee will take public holidays as they fall throughout the remainder of the holiday year, but will not get any additional entitlement for those that occurred during their maternity leave.

Grey Book Staff: On returning to work, employees will be credited the number of public holidays that remain for that holiday year. No additional entitlement will be credited for those that occurred during their maternity leave.

13.12 Pension

Employees will continue to make pension contributions calculated according to their actual earnings throughout the maternity/adoption leave. Employees may make up any shortfall in payments on their return to work. Further advice should be sought from the employer.

13.13 The Employer will continue to make full contributions for the entire period of maternity leave.

14. KEEPING IN TOUCH (KIT) DAYS

14.1 Employees are entitled to and encouraged to work for up to ten days during maternity leave. These are known as KIT days and do not affect the employee's entitlement to maternity pay or leave.

14.2 Employees are not required to take up KIT days and have the right not to be subjected to any detriment by their employer because they undertook, considered undertaking or refused to undertake work on such a day.

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- 14.3 The Line Manager will make arrangements with the employee if they wish to undertake a KIT day, this can either be before or after maternity leave commences, providing sufficient notice is given for the employer to accommodate the request and the arrangements are mutually agreed and acceptable. Any changes to arrangements made would be made and agreed through the Line Manager. HR must be advised where an employee is undertaking a KIT day.
- 14.4 KIT days do not need to be limited to the employee's usual job and may extend to training or other duties as agreed.
- 14.5 Normal daily rate will be paid to employees during KIT days if they are not already receiving this during their maternity leave. If the KIT day takes place away from the employee's usual place of work, normal mileage and subsistence will apply. No additional payment or lieu time is granted for work undertaken on KIT days.

15. SHARED PARENTAL LEAVE

For babies due to be born on or after 5th April 2015, or for children who are placed for adoption on or after that date, parents may exercise their right to shared parental leave if they meet the eligibility criteria. This requires the mother to curtail her maternity leave and notify her employer that she wishes to share the care of the child with her partner under their right to shared parental leave. For details of shared parental leave, please refer to the [Shared Parental Leave policy](#).

16. RETURNING TO WORK

- 16.1 If the employee wishes to return to work earlier or later than previously agreed, then they must give the employer at least four weeks notice of the date of return.
- 16.2 On their return to work (or prior to their return if the employee agrees), arrangements should be in place for the following:
- A health and welfare review from Occupational Health
 - A meeting with the Line Manager to develop a return to work plan. The employee may also request that a union representative is present if they wish. Where the employee indicates that she is continuing to breastfeed after her return to work, then a risk assessment must be completed.
- 16.3 All employees returning to work after ordinary maternity leave (the first 26 weeks) are entitled to return to exactly the same job without loss of status or pay. Employees returning to work after this date have the right to return to the same job or if this is not practicable to a suitable job with terms and conditions at least as good as her previous job.
- 16.4 Employees wishing to amend their hours on their return to work should request a flexible working arrangement through HR. This request should be made at least 28 days before the expected date of return. Flexible working will normally be permitted for an agreed period of time which will be arranged in conjunction with the Line Manager. Line Managers will discuss proposed arrangements with HR before agreement is reached with the employee to ensure consistency across the Service.

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16.5 An employee wishing to return to work on a phased basis should discuss this with their Line Manager prior to their return. The terms of this agreement will be discussed on a case by case basis and the Service may make payment only for the hours worked.

17. RE-TRAINING/SKILLS UPDATE

Employees may need to undergo a re-development programme to include refresher training and updating of new skills upon their return to work. The type of training required will be established by the learning and development department in conjunction with the employee and, if requested, their union representative. Any training to be carried out will be at a location acceptable to both parties and where a phased return is in operation, in appropriate blocks. The length of time over which the training will be carried out will be based on the individual needs of the employee and will be non-assessable. All of the above will be done in full consultation and agreement with the employee and their union representative.

18. BREAST FEEDING

- 18.1 Employees who return to work and are continuing to breast feed must notify their employer on or prior to their return to work to enable a risk assessment and ensure the necessary facilities are available.
- 18.2 Operational staff will have their work duties amended whilst breastfeeding. For a period of up to 6 months after the end of their entitlement to maternity leave (i.e. 12 months) or until the child is 15 months of age, whichever is the later, operational staff will not attend operational incidents whilst breastfeeding. After this time, if the employee wishes to continue to breast feed, the Service will consider facilitating this, dependant upon medical advice (and the employee's full engagement in this respect), availability of alternative meaningful work, training and development needs of the employee, and any on going risks to health and safety. The Service is keen to ensure that female fire fighters are not placed at a disadvantage in respect of their career aspirations and will therefore endeavour to provide operational training and on going involvement with operational work during these times.
- 18.3 Where possible, facilities will be provided for the employee to rest, express and store expressed milk in a private and secure location. Employees will not be permitted to nurse a child on the premises or be afforded paid time off to facilitate breast feeding other than in exceptional circumstances and after full consultation and agreement from Occupational Health.
- 18.4 Any changes made to the duty system, workplace and/or Watch worked by the individual should only be done following full consultation and by reaching agreement with the employee. An employee who is breast feeding will not be redeployed away from her normal workplace unless she specifically requests this or an individual risk assessment highlights a significant risk which cannot be removed. If this is the case, then the woman must be redeployed to a suitable alternative workplace with no less favourable terms and conditions.

19 FERTILITY TREATMENT

- 19.1 Employees undergoing fertility treatment must inform the Human Resource Manager who will refer them to Occupational Health.

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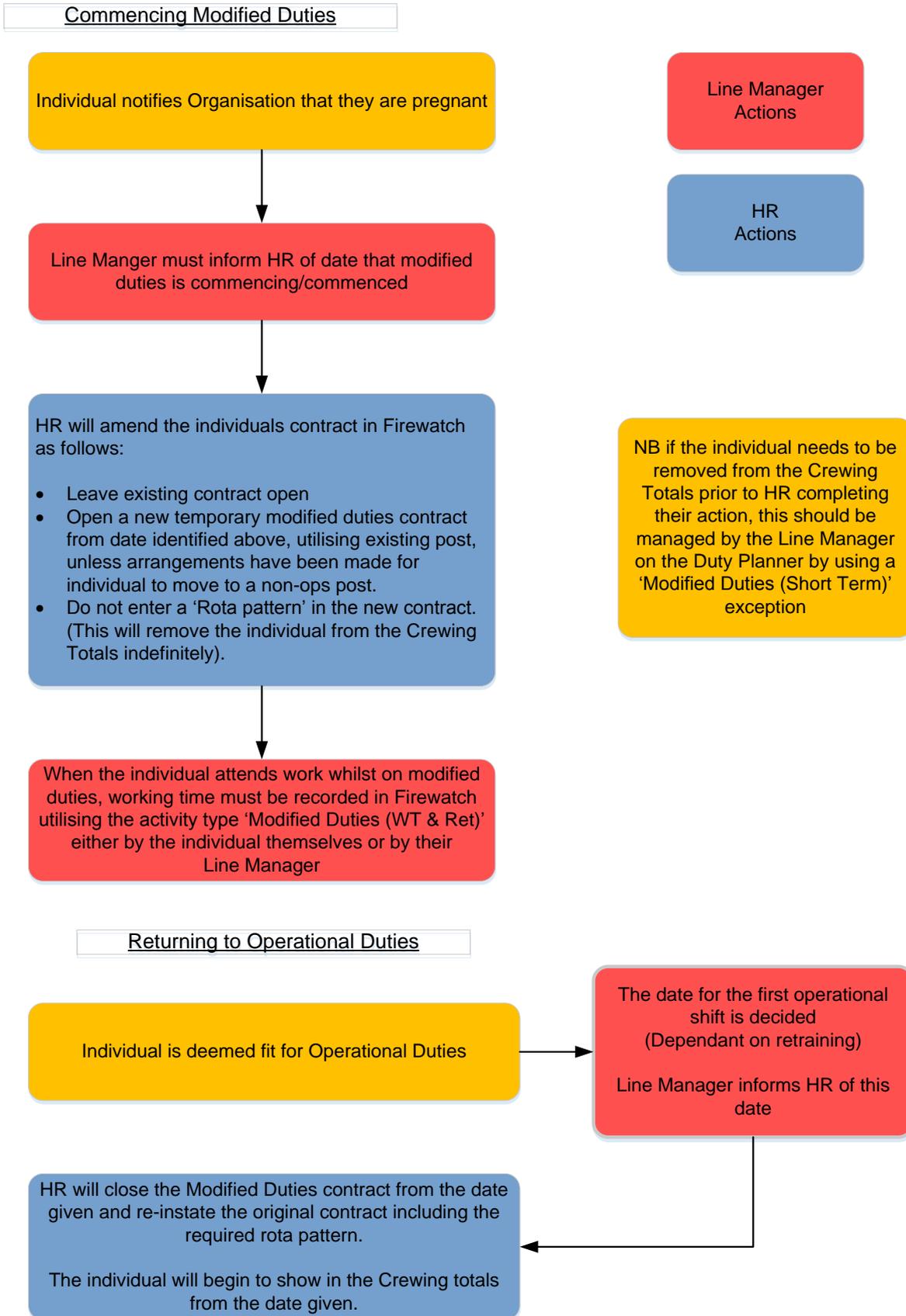
- 19.2 Paid leave will be given to employees to attend hospital appointments and upon formal confirmation that treatment has been received, a two-week paid leave of absence will be given after embryo implantation has taken place.
- 19.3 Following the return to work, risk assessments should be carried out as in [Risk Assessments](#) to minimise any potential risk to the employee in accordance with the Management of Health and Safety at Work Regulations 1999.

USEFUL INFORMATION

Occupational Health	Tel No: 01785 898798
Department for Work and Pensions	www.dwp.gov.uk
National Childbirth Trust	www.nct.org.uk
Family Lives	www.parentlineplus.org.uk
Department for Business Innovation and Skills	www.bis.gov.uk
ACAS (Advisory Conciliation and Arbitration Service)	Tel No: 020 7215 5000
	www.acas.org.uk
	Tel No: 08457 4747

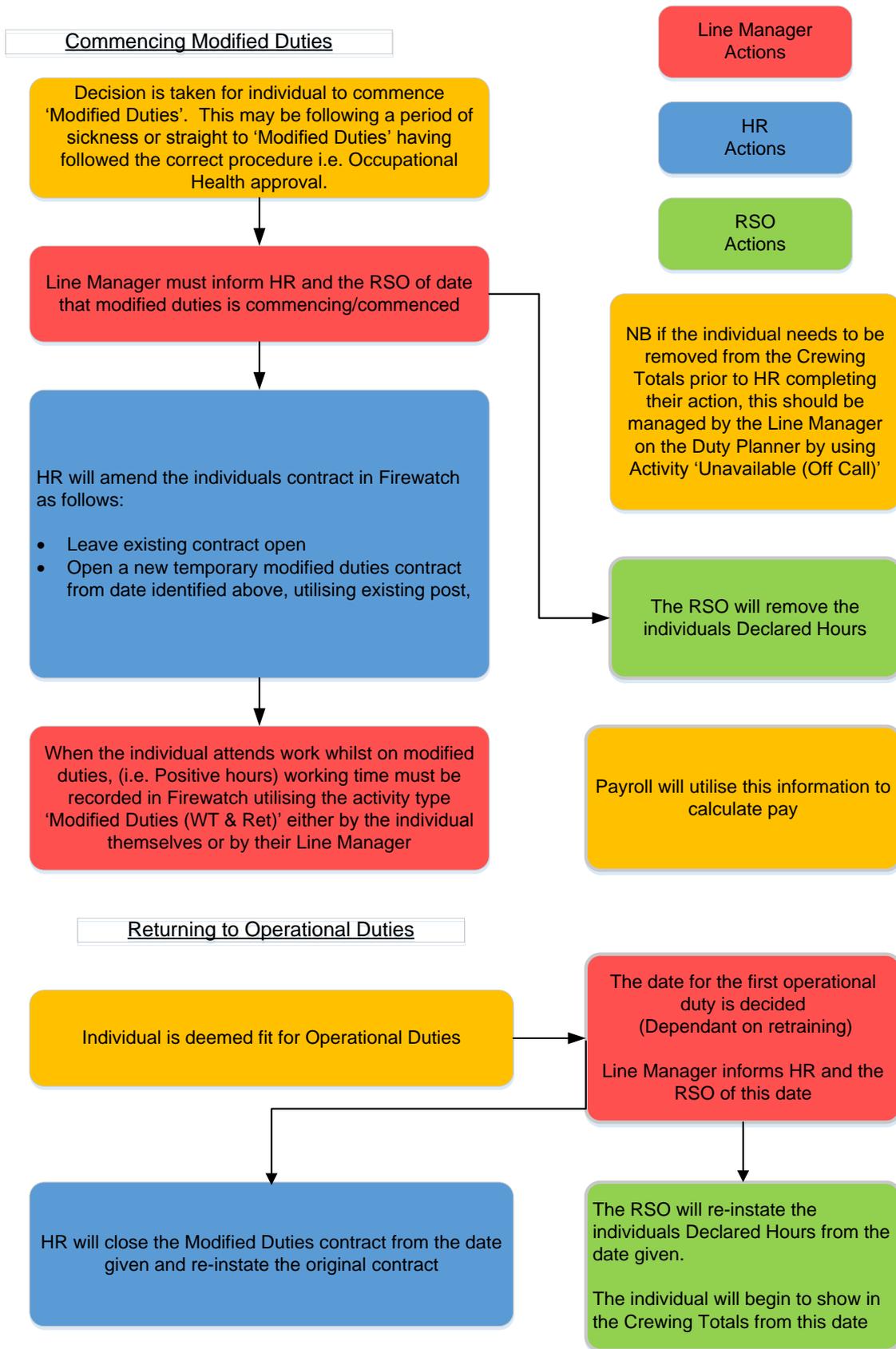
APPENDIX 1 – MODIFIED DUTIES (PREGNANCY) FLOWCHARTS IN RELATION TO FIREWATCH ACTIONS

Whole-time Operational Personnel



APPENDIX 2 – MODIFIED DUTIES (PREGNANCY) FLOWCHARTS IN RELATION TO FIREWATCH ACTIONS

Retained Personnel



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Consultation End Date: 13/05/2015		People Impact Assessed: 14/04/2015		Review Date: 19/06/2018			
Personnel may share the information in this document with members of the public.						YES	NO
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Date of Issue	Title of Document:	Job No.	Author:	Department:	Director/Manager Approval:	Additional Information:	
27/03/2017	Maternity Policy	844	Sue Wilkinson	HR	Tim Hyde 23/03/2017	Amendments have been made to section 13.4, 13.5 and 18.2	
21/12/2016	Maternity Policy	844	Sue Wilkinson	HR	Tim Hyde 20/12/2016	Appendices 1 & 2 have been added 'Flow charts of Modified Duties for Whole-time and Retained Personnel' re:Firewatch	
24/11/2016	Maternity Policy	844	Sue Wilkinson	HR	Tim Hyde 24/11/2016	Amendment has been made to section 13.11	
09/06/2015	Maternity Policy	844	Sue Wilkinson	HR	Rob Barber 08/06/2016		
29/08/2012	Maternity Policy	844	Sue Wilkinson	HR			
26/07/2012	Maternity Policy	844	Sue Wilkinson	HR		Consultation	
12/04/2009	Maternity Policy	844	Sue Wilkinson	HR			
11/03/2009	Maternity Policy	844	Sue Wilkinson	HR			