

Maternity Leave and Pay Procedure

1. Purpose

This procedure sets out the rights and responsibilities our pregnant employees and those who have recently given birth are entitled to in accordance with UK legislation. It includes our commitment to taking care of their health and safety at work, as well as guidance for pregnancy-related sickness absence and maternity leave.

2. Scope

This procedure applies to all BRC employees including LGBTQ+ people, same sex couples, same gender couples and those involved in surrogacy arrangements. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

3. Procedure Statement

We are committed to supporting best practice in relation to maternity, and recognise that enabling all parents to thrive is essential for achieving a gender-diverse workforce and retaining and promoting female talent. In support of this, we provide maternity benefits including enhanced maternity pay that are above the statutory minimum and will continue to review and improve our processes to meet evolving needs of our people and their families.

3.1. Setting out the process

3.1.1. Notification of Pregnancy

You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Before the end of the 15th week before the week you expect to give birth (Qualifying Week) or as soon as practical afterwards, you must tell or provide us with:

- i. that you are pregnant;
- ii. the week, starting on Sunday in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- iii. the date which you would like to start your maternity leave (Intended Start Date);
- iv. a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

3.1.2. Antenatal Care

3.1.2.1. Whilst pregnant you are entitled to paid time off for antenatal classes and appointments. Time off must be agreed in advance with your line manager and be supported by an appointment card or appropriate document

3.1.2.2. We hope that, wherever possible, you will arrange antenatal care in such a way as to keep the amount of absence from work to a minimum.

3.1.2.3. If your spouse or partner is pregnant you have the right to accompany them to antenatal appointments. The time off work is unpaid, limited to two occasions, and is capped at 6.5 hours for each appointment.

3.1.2.4. There is no service requirement (i.e. the right is available from day one of employment) to attend antenatal classes and appointments and no evidence of an appointment is required. The right also applies to those who will become parents through a surrogacy arrangement.

3.1.3. Sickness

3.1.3.1. Periods of pregnancy-related sickness absence will be paid in accordance with our [Supporting Attendance Procedure](#) as any other sickness absence.

3.1.3.2. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

3.1.3.3. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will start automatically.

3.1.4. Health and Safety

3.1.4.1. Once you have notified us of your pregnancy, your line manager will carry out a risk assessment and identify any preventive and protective measures that may need to be considered.

3.1.4.2. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant parent, or that of your baby. This may involve:

- i. changing your working conditions or hours of work;

- ii. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- iii. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

3.1.4.3. Please refer to the [Health and Safety Risk Assessment Procedure](#) and RedRoom page. We will look at your working environment, job role and working activities (including travel requirements). If you think that a risk is present that has not been identified by the risk assessment, you must bring it to the attention of your line manager as soon as possible.

3.1.4.4. As the British Red Cross cannot provide insurance cover for overseas travel beyond two months before the baby's due date, we can't agree to any overseas business-related travel beyond this date.

3.1.5. Maternity Leave

3.1.5.1. All pregnant employees, including staff based internationally, are entitled to 52 weeks maternity leave, made up of 26 weeks ordinary maternity leave, immediately followed by 26 weeks additional maternity leave.

3.1.5.2. The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

3.1.5.3. You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

3.1.5.4. You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

3.1.5.5. Your maternity leave will start on the earliest of:

- your Intended Start Date (if notified to us in accordance with this procedure);
- the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.

- 3.1.5.6.** If you give birth before your maternity leave was due to start, let your manager know as soon as possible so they can email peoplesupport@redcross.org.uk to notify them to start the maternity leave early.
- 3.1.5.7.** Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 3.1.5.8.** The law prohibits you from working during the two weeks following childbirth.
- 3.1.5.9.** If you are on a fixed-term contract that is not due to be extended, and you do not wish to apply for any other suitable alternative employment within our organisation, or no suitable alternative employment is available, maternity leave will end on the same date of the termination of the fixed-term contract.
- 3.1.5.10.** If your baby requires medical or palliative care within 28 days of birth, you may be entitled to take neonatal care leave of up to 12 weeks. Please see the [Neonatal Care Leave Procedure](#) for details.

3.1.6. Maternity Pay

- 3.1.6.1.** Statutory maternity pay is payable for up to 39 weeks and will stop being payable if you return to work (except where you are simply keeping in touch through Keeping in Touch days; refer to section 3.1.10.).
- 3.1.6.2.** You are entitled to statutory maternity pay if:
- you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by the British Red Cross during that week;
 - your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the UK government;
 - you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

- you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

3.1.6.3. Statutory maternity pay is calculated as follows:

- first six weeks: statutory maternity pay is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period; and
- remaining 33 weeks: statutory maternity pay is paid at the Prescribed Rate which is set by the UK government for the relevant tax year, or the Earnings-Related Rate, if this is lower.

3.1.6.4. Statutory maternity pay accrues from the day which you commence your maternity leave and thereafter at the end of each complete week of absence.

3.1.6.5. Statutory maternity pay payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

3.1.6.6. You are still eligible for statutory maternity pay if you leave employment for any reason after the start of the Qualifying Week (e.g. if you resign or are made redundant). In such cases, if your maternity leave has not already begun, statutory maternity pay starts to accrue in whichever is the later of:

- the week following the week in which employment ends; or
- the eleventh week before the Expected Week of Childbirth.

3.1.6.7. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for statutory maternity pay purposes as if the pay rise had applied throughout the Relevant Period. This means that your statutory maternity pay will be recalculated and increased retrospectively, or that you may qualify for statutory maternity pay if you did not previously qualify. The British Red Cross will pay you a lump sum to make up the difference between any statutory maternity pay already paid

and the amount payable by virtue of the pay rise. Any future statutory maternity pay payments at the Earnings-Related Rate (if any) will also be increased as necessary.

3.1.6.8. We enhance the statutory entitlement as follows so that you will receive:

Continuous service up to the beginning of the 15th week before the Expected Week of Childbirth	First 6 weeks	Next 12 weeks	Next 21 weeks
26 weeks	100% weekly earnings	50% weekly earnings plus lower rate of statutory maternity pay*	Lower rate of statutory maternity pay
52 weeks	100% weekly earnings	50% weekly earnings plus lower rate of statutory maternity pay*	50% weekly earnings or lower rate of statutory maternity pay, whichever is greater
26 weeks – international staff exempt from paying UK taxes (not entitled to statutory maternity pay)	100% weekly earnings	50% weekly earnings	Unpaid
52 weeks – international staff exempted from paying UK taxes (not entitled to statutory maternity pay)	100% weekly earnings	50% weekly earnings	50% weekly earnings

(*average weekly lower rate of statutory maternity pay cannot exceed normal full pay)

3.1.6.9. If you don't qualify for statutory maternity pay, you may be able to claim maternity allowance from the UK government (<https://www.gov.uk/maternity-allowance>).

3.1.6.10. You must inform us if you start work for another employer, or you are taken into legal custody. In these instances, entitlement to statutory and enhanced maternity pay from us is likely to cease.

3.1.6.11. Maternity pay and fixed-term contracts:

- in cases where you qualify for statutory maternity pay and you are employed on a fixed-term contract which ends before maternity leave would commence, statutory maternity pay will be paid as a lump sum at

the end of the fixed-term contract; following this you will be made a leaver and no further payments can be made via payroll.

- if you wish to commence maternity leave prior to the end date of the fixed-term contract, the enhanced and statutory maternity payment will be paid monthly until the end date of the fixed-term contract. Any remaining statutory maternity pay will be paid in a lump sum at the end of the fixed-term contract. No other payments, including enhanced maternity pay, will be made for any maternity leave after the end of a fixed-term contract, as employment will cease along with the entitlement your benefits.
- if you are on a fixed-term contract that ends during your maternity leave and you are successful in finding a new suitable alternative role within the organisation to return to following your maternity leave, this will be considered as continuous employment and therefore any maternity leave and full maternity pay will continue until the agreed return date to commence your new post.
- if you are on a fixed-term contract and qualify for the statutory and enhanced maternity pay, and your maternity leave occurs mid-way through the contract, (i.e. you will be returning to the fixed term contract following maternity pay) you will receive the enhanced payment outlined in section 3.1.6.8.

3.1.7. Terms and Conditions During Maternity Leave

3.1.7.1. All the terms and conditions of your employment remain in force during ordinary maternity leave and additional maternity leave, except for the terms relating to pay. In particular:

- benefits in kind;
- your annual leave entitlement under your contract; and
- your pension benefits.

3.1.8. Annual leave

3.1.8.1. Annual leave (including bank holidays) will continue to accrue during the full duration of your maternity leave. You

should normally take the annual leave accrued up to the point you start your maternity leave.

3.1.8.2. Annual leave accrued during the maternity leave period may be carried over to the next leave year in circumstances where it has not been possible to take the leave in the current leave year, e.g. where the maternity leave period straddles two leave years or you have returned to work at the end of the leave year. The limit of five days carry over does not apply in these situations.

3.1.8.3. It is not possible to take annual leave during maternity leave.

3.1.8.4. If you are on a fixed-term contract you should take any accrued leave before either the end of your contract or commencement of maternity leave, whichever is first. If you commence maternity leave prior to the end date of your contract, you will be paid in lieu for any annual leave accrued from commencement of maternity leave until the end date of the contract when the maternity leave will cease.

3.1.9. Pension arrangements

3.1.9.1. If you are a member of our pension scheme, pension contributions will continue to be paid for the duration of the paid part of your maternity leave. Your employee contribution will be based on actual pay, whilst the employer's contributions will be based on the pay you would have received if you had not been on maternity leave unless you inform the Advice and Casework Team that you wish to make up the shortfall.

3.1.10. Keeping in Touch Days

3.1.10.1. You may participate in up to ten keeping in touch days with the prior agreement of your line manager:

- the purpose of a keeping in touch day is to enable us to keep in touch during the period of maternity leave. Examples of when you might work a keeping in touch day might include: to participate in a training event, to attend a meeting or to undertake a discrete piece of work;
- you may not take part in a keeping in touch day during the two weeks immediately following childbirth, or after the end of maternity leave;

- keeping in touch days will only be arranged by mutual agreement between you and your line manager;
- keeping in touch days will be paid at the rate of your normal contractual earnings, in addition to any statutory or enhanced maternity payment, and will not affect maternity leave and pay (if applicable);
- any work done on a day during maternity leave will count as a whole keeping in touch day (even if only part of a day is worked);
- in general, employees should request keeping in touch day payments themselves via their SAVI Self-Service. However, where an employee is unable to access the systems due to their maternity leave, their line manager may request keeping in touch days' payments on their behalf through SAVI People Manager (refer to [guidance](#) for line managers). If your line manager faces problem in raising the request through SAVI, they should contact People Support.

3.1.10.2. If you are on a fixed-term contract, you will not be entitled to keeping in touch days following the end date of your fixed term contract once you have been made a leaver.

3.1.11. Return to Work

3.1.11.1. Return Date

- once you have notified us in writing of your Intended Start Date, we will send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

3.1.11.1.1. Shortly before you are due to return to work, your line manager may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include:

- updating you on any changes that have occurred during your leave;

- any training needs you might have; and
- any changes to working arrangements, including the provision of any equipment specific to your needs.

3.1.11.1.2. After this meeting, your line manager will write to you to confirm your return date and will notify peoplesupport@redcross.org.uk

3.1.11.2. Changing your Return Date

3.1.11.2.1. If you wish to return to work earlier than the Expected Return Date, you must give your line manager eight weeks' notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

3.1.11.2.2. If you wish to return later than the Expected Return Date, you should either:

- request unpaid parental leave in accordance with our [Ordinary Parental Leave Procedure](#), giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion.

3.1.11.2.3. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our [Supporting Attendance Procedure](#) will apply.

3.1.11.3. Deciding Not to Return

3.1.11.3.1. If you do not intend to return to work, or are unsure, it is helpful if you can discuss this with your line manager as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

3.1.11.3.2. Once you have given notice that you will not be returning to work, you cannot change your mind without your line manager's agreement.

3.1.11.3.3. This does not affect your right to receive statutory maternity pay.

3.1.11.4. Your Rights When you Return

3.1.11.4.1. You have the right to return to the same role if the period of maternity leave is 26 weeks or less.

3.1.11.4.2. If the period of leave totals more than 26 weeks and it is not reasonably practical for you to return to the same role, we will look for suitable alternative roles, on terms and conditions which are not less favourable than would have applied if you had not been absent.

3.1.11.4.3. If you wish to work under different conditions to those you were contracted to prior to your maternity leave (e.g. part-time) you should discuss this with your line manager as early as possible. You should make a request under the [Flexible Working Policy](#). We will do our best to accommodate your request subject to operational requirements.

3.1.12. Redundancy Protection

3.1.12.1. All pregnant employees and those on maternity leave, as well as those who have recently returned from such leave, have enhanced redundancy protection. This means if redundancies occur, we will ensure these employees are not at a disadvantage by offering suitable alternative employment with comparable terms.

3.1.12.2. Those on leave will be prioritised for alternative roles if selected for redundancy. During consultations, we will communicate effectively to keep them informed and involved in discussions. Our commitment is to ensure fair and considerate treatment for these employees during the process. Refer to the [Reorganisation Procedure](#) for information.

3.2. Lessons Learned from Procedure Evaluation

The changes made to this Procedure directly arise from bringing it into alignment with the BRC Policy and Procedure Framework and through obtaining feedback from key stakeholders (Staff Association, People Support, People Partners, Advice and Casework, International HR, EDI Team, CEO Office, Talent Growth and the Diversity Networks). The changes also represent our commitment to our EDI strategy and making policies family friendly.

4. Responsibilities

The Chief Operating Officer together with the Senior Director of People are responsible for oversight of this procedure.

The Senior Director of People ensures implementation and compliance with this procedure.

The Owner (Chief Operating Officer) oversees the development or review of the procedure document and provides support to the Lead (People Policy Advisor).

The Lead undertakes the procedure review (as necessary) under the guidance, and with the support, of the Owner.

The People Services team provide advice and support for the implementation of this procedure.

All employees are responsible for complying with, and adhering to, this procedure.

5. Governance

Associated policy document/s	<ul style="list-style-type: none"> • HR Policy Framework • Flexible Working Policy • Supporting Attendance Policy • Health and Safety Policy Parts 1, 2 and 3 	
Supporting procedure document/s	<ul style="list-style-type: none"> • Supporting Attendance Procedure • Neonatal Care Leave and Pay Procedure • Ordinary Parental Leave Procedure • Reorganisation Procedure • Health and Safety Risk Assessment Procedure • Flexible Working Procedure 	
Procedure/s superseded	N/A	
Legislation/ regulatory requirements and standards	The Maternity and Parental Leave etc. Regulations 1999	
Endorsing Authority; Endorsement date	Head of People Advisory; 08 2025	
Approval Authority; Approval date	Head of People Advisory; 08 2025	
Procedure Owner	Chief Operating Officer	
Procedure Lead	People Policy Advisor	
Date effective	Head of People Advisory; 08 2025	
Interim update date	N/A	
Review date	08 2028	
Version	6.0	
Keywords	maternity leave, maternity pay, parental leave, family leave, pregnancy leave. antenatal care	
Revision history October 2008 Interim update	Version	Summary of change (s)
	1.0	Change in legislation around contractual rights during maternity leave.
December 2013 Interim update	1.1	Payment for KIT days should be made when they occur. Line

		managers should inform HR who will process payment. Confirmation that any work done on a day during maternity leave will count as a whole keeping in touch day.
April 2014 Interim update	1.2	Employees must earn on average £111 per week to qualify for payment for the first 39 weeks.
October 2014 Schedule review	2.0	WEF 1 October 2014, fathers and partners will have the right to attend two antenatal appointments.
April 2015 Interim update	2.1	Employees must earn on average £112 per week to qualify for payment for the first 39 weeks. Format update.
July 2015 Interim update	2.2	Clarification around fixed term contracts. Enhanced maternity pay for the duration of the contract. Outstanding SMP is paid in a lump sum at the end of the contract. If the employee is offered a new post during the notice period of their fixed term contract, this is continuous employment and the full enhanced payment is paid during their maternity leave.
October 2016 Scheduled review	3.0	Updated with the arrangements for international staff who do not pay UK tax.
November 2016 Interim update	3.1	Updated to replace the term 'HR' with 'P&L Advice and Support Team'.
June 2017 Interim update	3.2	Review date aligned with related leave procedures.
December 2017 Interim update	3.3	Updated to align with new HR Policy Framework and corporate procedure template.
March 2018 Interim update	3.4	Employees must earn on average £113 per week to qualify for payment for the first 39 weeks.
June 2018 Scheduled review	4.0	Update to reflect new enhanced maternity pay benefits. Staff with at least one year's service at the date on which their maternity leave begins will be entitled to Occupational Maternity Pay, as

		follows: 6 weeks at full pay; 12 weeks at half pay plus SMP; 21 weeks at half pay or SMP, whichever is the greater. Staff who do not have the qualifying service but are eligible for SMP will be entitled to the current level of Occupational Maternity Pay, as follows: 6 weeks at full pay; 12 weeks at half pay plus SMP; 21 weeks at SMP.
Jan 2020 Interim update	4.1	Clarified that keeping in touch days are to be paid in addition to any maternity pay (statutory and enhanced) that the employee is receiving at the time of the keeping in touch day. This is due to misinterpretation of the procedure and payroll processes.
July 2020 Interim update	4.2	Clarification of pay wording (removing inconsistencies with 'regular pay' and 'average weekly earnings'.
Sept 2020 Interim update	4.3	Added process for notifying People Support team when baby is born premature.
August 2022 Scheduled review	5.0	Carried out by Outset.
September 2022 Interim update	5.1	Removed the People Policies and Procedures family logo. Removed the conditional term of paying enhanced MAT pay only if employee returns to work for minimum of three months.
October 2024 August 2025	5.2	Added paragraph 12, which explains the law of enhanced redundancy protection for pregnant employees, those on maternity leave and employees who return from maternity leave.
	6.0	Transferred the procedure into the new format. Clarified the scope. Reworded some sentences to make it more gender neutral. Provided clarification on requesting keeping in touch days.

Appendix: Definitions

Antenatal care: refers to the routine health check-ups, screenings, and support given to someone during pregnancy to monitor the health of both the pregnant person and the baby. It helps identify any potential risks early and provides guidance on a healthy pregnancy.

Expected Week of Childbirth: the week, beginning on a Sunday, in which a doctor or midwife expects the baby to be born. It is usually based on a due date calculated from the first day of the pregnant person's last menstrual period or an early ultrasound scan.

Keeping in touch day: a day during maternity leave when an employee can agree with their employer to work up to 10 days without ending their maternity leave or affecting their maternity pay. These days are optional and meant to help the employee stay connected to the workplace, attend training, or ease the return to work.

Maternity: the period of time when an employee is pregnant and taking time off work to care for a newborn child.

Partners: includes the spouse, civil partner individual and a person in a long-term relationship with another person. The right also applies to those who will become parents through surrogacy.

Pregnant employee: all eligible employees within the BRC's diverse community, including all the protected characteristics under the Equality Act 2010 (age, disability, race, ethnicity, religion or belief, sex, gender reassignment (gender identity), sexual orientation).

Prescribed Rate: the rate of the statutory maternity leave which is set by the government.

Primary Caregiver: a person who is the primary carer of a newborn or newly adopted child. The primary carer is the person who meets the child's needs more than anyone else. According to UK law, only one person can be a child's primary carer.

Qualifying Week: it is the 15th week before the week your baby is due. To calculate it, count 15 weeks back from the Sunday of the week your baby is expected

Redundancy: the termination of an employee's position by an employer due to factors such as economic downturn, technological advancements, organisational restructuring, or the closure of a business unit.

SAVi Self-Service: the people management system that the line manager uses to manage employee's absence and all types of leave.

Secondary Caregiver: a person who has parental responsibility for a child but is not the primary caregiver.

Surrogacy: when a person carries and gives birth to a baby on behalf of someone else who will become the child's parent or parents.