



MICHAEL LONSDALE GROUP

The Michael Lonsdale Group inclusive of (Michael Lonsdale Ltd, Michael J Lonsdale Ltd, Michael J Lonsdale (Electrical) Ltd and E7 Building Services Ltd:

Maternity leave policy

Introduction

1. This policy sets out the main provisions of our maternity scheme. Maternity benefits, including pay arrangements, can be complicated so we strongly advise that you speak to your manager and the accounts department who can help you.
2. This policy applies to all permanent and fixed term staff members who are pregnant. This includes anyone who is paid a salary directly through our payroll. It does not include agency staff or contractors. If you are a surrogate mother this policy will also apply.

Antenatal appointments

3. You are entitled to time off with pay in order to attend relevant antenatal appointments, which may include classes. You should advise your manager of the time of the appointment in advance.

Risk assessments

4. We take our health and safety obligations very seriously. Once you have notified us that you are pregnant, we will arrange a risk assessment for you. We will do what is reasonably practicable to control any risk to the health of you and your baby.
5. There are other aspects of pregnancy that may affect your work during your pregnancy, for example morning sickness or tiredness. If this applies to you, please keep your manager informed so that we can support and advise you.
6. If at any time you or your manager requires advice on your ability and or fitness to undertake specific tasks, you should speak to your manager immediately.

Maternity leave

7. You are entitled to a maximum of 52 weeks maternity leave, which should begin no earlier than 11 weeks before your expected week of childbirth (EWC) and must extend to at least two weeks after the birth of your child.
8. The first 26 weeks of your maternity leave will be classed as Ordinary Maternity Leave (OML) and the remaining 26 weeks of your maternity leave will be classed as Additional Maternity Leave (AML).
9. If your baby is born before the start of your maternity leave, your maternity leave and maternity pay will start on the day after the baby is born. You should inform us as soon as possible after the birth.



MICHAEL LONSDALE GROUP

10. If you are on sick leave because of a pregnancy-related illness at the beginning of the fourth week before the EWC, you will start your maternity leave at that date, and you will transfer from sick pay to maternity pay.
11. If you become ill with a pregnancy-related illness after the beginning of the fourth week before the EWC, your maternity pay, and leave will start on the first day of your illness.

Shared parental leave

12. You are eligible for shared parental leave with your partner; if you have taken the two weeks' compulsory maternity leave after the birth of your child, you can end your maternity leave and move to an SPL arrangement. Full details about shared parental leave are available.

Notification of your maternity leave

13. In order to take advantage of your right to maternity leave and statutory maternity pay, you must notify HR and your manager in writing of your intention to take maternity leave by the 15th week before your EWC, unless this is not reasonably practicable. You will need to advise:
 - That you are pregnant.
 - When the EWC will be (presentation of maternity certificate MATB1).
 - When you intend your maternity leave to start.
14. If you give birth before submitting this information, you must still provide it together with the actual date of birth.
15. We will calculate key dates for you and be able to provide you with details of your maternity entitlement. You may find it helpful to have an informal chat with us early in your pregnancy to discuss your forthcoming maternity leave and to answer any specific queries that you may have.
16. You may change your mind about when you want to start your maternity leave, but you must give us a minimum of 28 days' notice in writing of your intentions. Following receipt of your written notice we will respond within 28 days of receipt of your written notice confirming details of your maternity entitlement and your latest return date.

Notification about the birth of your baby

17. You do not need to let us know the date on which your baby is born, unless your baby is born before you have started your maternity leave.

Statutory maternity pay

18. The Michael Lonsdale Group will pay statutory maternity pay (SMP) to which you may be entitled. If you have more than 26 weeks continuous service with us at the beginning of the fifteenth week before your EWC, you have complied with the notification requirements



MICHAEL LONSDALE GROUP

detailed above and you will be employed by the Michael Lonsdale Group during your maternity leave you will be entitled to SMP. SMP is currently six weeks at 90% of your average weekly earnings followed by 33 weeks at the rate per week (as set by the Government each April) or 90% of your average weekly earnings if this is less than the set rate per week.

19. If you have less than 26 weeks continuous service at the beginning of fifteenth week before your EWC and you have complied with the notification requirements detailed above, you will not be eligible for Statutory Maternity Pay. You may however be entitled to maternity allowance from the Government. We will complete an SMP1 form for you once we have received your MAT B1 form confirming your EWC. Maternity allowance is set at a rate per week (by the Government each April) or 90% of your gross weekly earnings if this is less than rate per week.

Payment details

20. To qualify for SMP you must have at least 26 weeks continuous at the beginning of the 15th week before your EWC and your average weekly earnings must be above the Lower Earnings Limit (LEL) as determined by the Government. Your average weekly earnings are calculated by looking at the eight-week period preceding the 14th week before your EWC, taking account of earnings that are liable for National Insurance contributions. Any salary sacrifice arrangements that you have in place during this eight-week period will reduce the amount of salary liable for National Insurance contributions.
21. If you have less than 26 weeks continuous service at the beginning of the 15th week before you EWC and wish to claim maternity allowance you also need to ensure that your average weekly earnings are above the Lower Earnings Limit (LEL). To make sure you qualify you might wish to opt out of any salary sacrifice arrangements, should any be set up, prior to the eight-week period before you start your maternity leave.
22. Your maternity pay will be paid into your bank or building society account and is taxable and subject to National Insurance contributions. Your payslip, detailing the amount SMP you have been paid, will be sent to your home address on payday.

Returning from maternity leave

23. If you return to work within 26 weeks of your maternity leave (OML), you will have the right to return to the same job. If you return to work after 26 weeks maternity leave (this forms part of the AML) you have the right to return to the same job, or where this is not reasonably practicable, to a similar job that is suitable and appropriate in the circumstances. This would typically be a job at the same grade, with a similar job description to your existing role.
24. We will assume you are returning to work for us following your 52 weeks of maternity leave, unless you tell us otherwise either because you wish to return to work earlier or you decide to move to shared parental leave. If you decide to return to work before the end of



MICHAEL LONSDALE GROUP

- your full 52 weeks maternity leave entitlement, you must give us at least eight weeks' notice in writing.
25. During your maternity leave you may decide that you want to return to work on a part-time basis. In the first instance, you should contact your manager to discuss your options.
 26. If you are ill and unable to return to work on the date after the end of your maternity leave, you should advise us as soon as possible. Your absence due to sickness will be handled in the normal way under our Sickness Absence Policy and Procedure.
 27. If at any time during your maternity leave you decide that you do not want to return to work for the Michael Lonsdale Group, you should notify your manager in writing as soon as possible.
 28. Following your maternity leave, your manager will discuss with you how we can support your return to work.
 29. During your maternity leave you may decide to return to work and transfer the remainder of your maternity leave entitlement to your partner under the additional statutory paternity leave regulations. If this is the case, you should inform us of this in writing when detailing arrangements around your return to work.

Keeping in touch days

30. You can agree with us to work for up to 10 days at any time during your maternity leave period (apart from the two weeks compulsory leave immediately following the birth of your child). These are called 'keeping in touch' (KIT) days and you might want to use them to attend training days or other events, or to come into work for a particular project or to prepare for your return. KIT days will not bring your maternity leave to an end, and they do not affect your entitlement to maternity pay. You will be paid the equivalent of your normal salary for any keeping in touch days that you work.
31. KIT days are counted in calendar days. So, any time that you come in to work on a KIT day will count as one whole day from your allowance of 10 days, even if you only work part of the day. However, if you do only work part of the day, you will only be paid for the hours that you have worked.
32. You don't have to come in for KIT days. But if you do wish to make use of them, you should agree this with your manager in advance. Once the KIT day has been worked, your manager should email accounts department to confirm the date and the number of hours worked. They will track the number of KIT days used and arrange payment.
33. Coming into the office for KIT days does not extend your maternity leave by the number of days worked. Your maternity leave will still finish after 52 weeks.

Contact during maternity leave

34. We may need to get in touch with you while you are on maternity leave. For example, to discuss arrangements for returning to work, or to keep you informed of important developments in the workplace. Please make sure that your personal details are up to



MICHAEL LONSDALE GROUP

date – including your home address, phone numbers, and personal email address – and let us know about any changes while you are off.

Benefits

35. While you are on maternity leave special arrangements are in place for pay and benefits. The arrangements for pay are covered above in relation to your entitlement to maternity pay. Arrangements for benefits are set out below.
36. Apart from these arrangements, your contract of employment remains in place and you will continue to be bound by your obligation of good faith and any express obligation to the Michael Lonsdale Group including your obligations about data protection and not disclosing confidential information.

Pension scheme

37. If you are a member of a pension scheme, you will continue to build up your retirement benefits, the detail around this will be discussed with you at the time.

Annual leave

38. During your maternity leave you will continue to accrue your normal annual leave entitlement and public holidays.
39. Annual leave must be used during the leave year to which it relates where possible. You might wish to take any leave still outstanding from your current annual allowance before you begin your maternity leave. When you return to work following maternity leave, if you have accrued a large amount leave and it is unlikely that you will be able to use all this leave before the end of the leave year, we suggest that you use some of this leave directly before you return to work.
40. When you return to work, we will update your annual leave record to include all leave accrued during your maternity leave. Annual leave will be booked in the usual way and is subject to your manager's agreement as normal. If you do not return to work and choose to resign from the Michael Lonsdale Group, you will be paid for any leave still outstanding.

General

41. The Michael Lonsdale Group reserves the right to amend or alter this policy and procedure at any time. In exceptional circumstances, the terms of the policy may be varied with the agreement of the Managing Director.



MICHAEL LONSDALE GROUP

Name: Gary Herbert

Signature:

For and on behalf of the
Michael J Lonsdale Group Board of Directors
(Michael J Lonsdale Limited/ Michael J
Lonsdale (Electrical) Limited
E7 Building Services Limited

Position: Managing Director

Date: 20th October 2021

