



## Support Maintenance Services Ltd

# EMPLOYEE HANDBOOK

### *Experience & Commitment*

Our fully qualified staff will ensure the job is completed to a high standard every time.



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# 1 Company Information

## 1.1 Introduction

This booklet contains all of the information you should need to answer all your questions and support you during your employment with Support Maintenance Services (to be known as 'SMS' for the purposes of this document).

Within this booklet you will find all company policies and procedures regarding your employment. The staff handbook should be read in conjunction with your contract of employment. From time to time we may need to update our policies and may need to introduce new policies and procedures. You will be notified of any such changes.

If you have any questions about points raised following reading the Staff Handbook please contact the HR Department on [reception@smcleaning.co.uk](mailto:reception@smcleaning.co.uk) in the first instance.

## 1.2 Company History

Support Maintenance Services LTD was established in 1998 and its main offices are based in Buckinghamshire. Support Maintenance Services LTD provides commercial cleaning services, with contracts locally based within Buckinghamshire and national contracts covering large parts of the UK. In 2005 Support Maintenance Services LTD, acquired Kayport Cleaning giving us further growth of the business.

## 1.3 Our Vision

To be a leading provider of cleaning and maintenance services throughout the whole of the Home Counties, South East and Across the United Kingdom

## 1.3 Mission Statement

"To provide all customers with the highest standard of cleaning and maintenance services carried out in a professional manner at competitive costs."

## 1.4 Company Values

We show commitment in all we do

We value people both internally and externally

We recognise and encourage achievement

We accept and manage change

We are dedicated to providing an exemplary cleaning service

## 2. Equality, Diversity and Inclusion

### 2.1 Our Commitment

We are an equal opportunities employer and are committed to encouraging equality, diversity and inclusion among our workforce, and eliminating unlawful discrimination.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

All employees and job applicants will be treated equally, fairly and with respect.

No employee or potential employee will receive less favourable treatment or will be discriminated against on the grounds of sex, race, colour, religion, religious or philosophical belief, nationality, ethnic or national origin, age, marital status, civil partnership, disability, sexual orientation, trade union membership or activity or on the basis of gender reassignment.

All employees have a personal responsibility for the application of the Equality, Diversity and Inclusion Policy, which extends to the treatment of both fellow employees and customers.

Any employee who believes they have been unfairly discriminated against is encouraged to use our grievance procedure 31.

Any employee who conducts themselves in a discriminatory manner (sex, race, colour, religion, religious or philosophical belief, nationality, ethnic or national origin, age, marital status, civil partnership, disability, sexual orientation, trade union membership or activity or on the basis of gender reassignment) towards another employee, customer or member of the public will be guilty of gross misconduct and will be subject to disciplinary action.

### 2.2 What is Discrimination

Direct discrimination occurs where someone is treated less favourably because of a Protected Characteristic (sex, race, colour, religion, religious or philosophical belief, nationality, ethnic or national origin, age, marital status, civil partnership, disability, sexual orientation, trade union membership or activity or on the basis of gender reassignment), in relation to their employment with 'SMS'.

Indirect discrimination occurs where a provision, criterion or practice applied to everyone puts individuals with a particular Protected Characteristic at a disadvantage and this cannot be justified.

Harassment occurs where an individual is subjected to unwanted conduct that has the purpose or effect of violating that person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for the individual.

This can include harassment which is related to a Protected Characteristic of the victim or another person (i.e. a colleague for instance)

This means that any comments or actions directed at a person which relate to another person still constitutes harassment and is therefore unlawful.

## 2.3 Equality, Diversity and Inclusion Policy

Support Maintenance Services LTD is committed to encouraging equality, diversity and inclusion among our workforce, and eliminating unlawful discrimination.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

The organisation - in providing goods and/or services and/or facilities - is also committed against unlawful discrimination of customers or the public.

The policy's purpose is to:

- provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time
- not unlawfully discriminate because of the Equality Act 2010 protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality, and ethnic or national origin), religion or belief, sex and sexual orientation
- oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities

The organisation commits to:

- Encourage equality, diversity and inclusion in the workplace as they are good practice and make business sense
- Create a working environment free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.

This commitment includes training managers and all other employees about their rights and responsibilities under the equality, diversity and inclusion policy. Responsibilities include staff conducting themselves to help the organisation provide equal opportunities in employment, and prevent bullying, harassment, victimisation and unlawful discrimination.

All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public

- Take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the organisation's work activities.

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Such acts will be dealt with as misconduct under the organisation's grievance and/or disciplinary procedures, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice.

Further, sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence.

- Make opportunities for training, development and progress available to all staff, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the organisation.
- Decisions concerning staff being based on merit (apart from in any necessary and limited exemptions and exceptions allowed under the Equality Act).
- Review employment practices and procedures when necessary to ensure fairness, also update them and the policy to take account of changes in the law.
- Monitor the make-up of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality, diversity and inclusion, and in meeting the aims and commitments set out in the equality, diversity and inclusion policy.

Monitoring will also include assessing how the equality, diversity and inclusion policy, and any supporting action plan, are working in practice, reviewing them annually, and considering and taking action to address any issues.

The equality, diversity and inclusion policy is fully supported by senior management and has been agreed with employee representatives.

Details of the organisation's grievance and disciplinary policies and procedures can be found at Page 29 and 31. This includes with whom an employee should raise a grievance – usually their line manager.

Use of the organisation's grievance and/or disciplinary procedures does not affect an employee's right to make a claim to an employment tribunal within three months of the alleged discrimination.

## 3 Employee Information

### 3.1 Working Hours

Your normal hours of work are specified in your Terms and Conditions of Employment. It is your responsibility to ensure you are punctual for work and follow all timekeeping and absence reporting procedures as detailed in the staff handbook. If necessary, to maintain our high standards of workmanship and to manage customer expectations, you may be required to work additional hours on occasions, by agreement.

You must be onsite and ready to start work at your agreed start time.

Should you need to finish your shift prior to your normal finishing time, you must email [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk) for confirmation. Ideally this must be done 24 hours before your shift, we do know that at times this is not always possible, however to ensure that we are able to fulfil our contractual obligations to our clients we may need to cover your shift.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in disciplinary action.

### 3.2 Signing in and out using Smart Task

Our sites are managed via the Smart Task system, you will be given a login code personal to you and a geo-located code for your site, this code will enable you to register your start and finish time. This information will feed into our Payroll system to activate your pay for your shift. As well as this it helps with lone working and ensuring your safety whilst on shift should for example fire alarms be activated.

Under no circumstances must you disclose your code to any other person, misuse of the code will result in immediate dismissal for all parties involved. You must not book anyone else in and you must not ask someone else to book you in.

### 3.3 Comments and Onsite Communications

Where it has been requested by clients there is a comments or communications book on site. This is to enable easy flow of communication between clients and the cleaning team.

If you come across broken items, leaks or damage to the clients property please notify SMS on 01908 319494 or via email on [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk)

Should any of the cleaning equipment become damaged or need replacing please notify SMS on [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk)

### 3.4 General Communication

If you need anything to enable you to complete your job or if you have any queries or questions please contact the office team who will put you in contact with the appropriate person on 01908 319494 or [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk)

### 3.5 Pay and Review

Your Statement of Particulars of Employment contains information pertaining to your method of pay and payment intervals. An itemised pay statement will be issued to you at each pay period which is paid on the 26<sup>th</sup> of the month and any queries should be raised on [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk). Any pay queries must be taken up within 7 days of receipt of your pay slip.

The Company cannot guarantee you will receive an annual pay increase, and any change in your pay will be notified to you.

### **3.6 Overpayments**

If you are overpaid for any reason you must immediately inform SMS on [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk). The total amount the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recorded over a longer period.

### **3.7 Key Holders**

Some contracts require our cleaning team to be key holders, if this is required of you it will be detailed in your particulars or employment.

If you are a key holder for a client of SMS, you are responsible for keeping those keys safe at all times. If you are going on a pre-agreed holiday arrangement will be made to ensure your cover has the keys whilst you are away. If you are off with sickness arrangements will need to be made to access the keys to ensure continuity of service in your absence.

If keys are lost whilst in your possession you must notify SMS immediately.

### **3.8 Personal Details**

At the commencement of your employment you will have provided us with various personal details. It is your responsibility to notify SMS immediately of any change to your personal details, including but not excluding: Name, Address, Telephone Number, Email Address. Please ensure you keep your contact details up to date.

It is in your interest to notify us of any such changes and the Company will not be responsible for any issues arising out of your failure to notify your changes in personal details. All changes must be notified in writing to the HR Department via the Staff Information Sheet, which can be found in the Health and Safety folder on site.

## 4 Health and Safety

You must familiarise yourself and fully comply at all times with the Company's Health and Safety Policy, detailed below. Failure to do so will be treated as misconduct and possibly gross misconduct.

### 4.1 Health and Safety Policy

To ensure, so far as is reasonably practicable, the health, safety and welfare of our Employees while they are at work and of others who may be affected by their undertakings, and to comply with all the relevant legislation.

To ensure the principles of health and safety are clearly understood throughout Support maintenance services LTD, we will be committed to:

- ensuring that there are arrangements put into place for the effective planning, development and review of this health and safety policy;
- ensuring that appropriate systems are developed and maintained for the effective communication of health and safety matters throughout the Company;
- protecting the safety and health of all Employees within the Company by preventing work-related injuries, ill health, disease and incidents;
- complying with relevant health and safety laws and regulations, voluntary programmes, collective agreements on health and safety and other requirements to which the Company subscribes;
- ensuring that Employees and their representatives are consulted and encouraged to participate actively in all elements of the Health and Safety Management System;
- continually improving the performance of the Health and Safety Management System;
- provide the necessary information, instruction and training to Employees and others, including temporary Employees to ensure their competence with respect to health and safety;
- devote the necessary resources in the form of finance, equipment, personnel and time to ensure the health and safety of Employees. Expert help will be sought where the necessary skills are not available within the Company;
- liaise and work with all necessary persons to ensure health and safety
- ensuring that the personal welfare of staff members is maintained at all times whilst on customer sites and at the office. Upon commencement of work at a client site, the SMS employee has a site introduction, in which the location of eating facilities, washroom facilities and toilets are shown to the employee.

The ultimate responsibility for Health and Safety within Support maintenance services LTD lies with the Director.

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- The Director will annually review the Health & Safety policy for continued suitability.
- The Director will review, sign and date the Health and Safety Statement annually, and bring it to the attention of all Employees.

We recognise that safety is the responsibility of everyone and is not just a function of management. Employees will have specific duties and responsibilities to comply with the letter and spirit of the policy. Employees have specific responsibilities to take reasonable care of themselves and others that could be affected by their activities and to co-operate to achieve the standards required.

The Company will in consultation with our Employees and their representatives set out in writing a commitment to ensuring that our health and safety policy will be;

- specific to the Company and appropriate to the nature of our activities;
- concise, clearly written, dated and made effective by the signature of the Director(s);
- communicated and readily accessible to all persons at their place of work;
- reviewed for continuing suitability; and
- made available to relevant external interested parties, as appropriate.

Signature: 

Date: 30<sup>th</sup> October 2020

Name: Mr Sean Scanlon Director

#### **4.2 PPE and Training**

Where you are provided with safety devices, personal protective equipment (PPE) and clothing. You must ensure that you use these appropriately and PPE is worn correctly. Failure to do so may result in disciplinary action being taken against you. You must make sure that you carefully follow and adhere to any training on aspects of Health and Safety that you receive.

#### **4.3 Unsafe Working Conditions**

If you notice any unsafe or potentially unsafe working conditions, equipment or practices, you must report these immediately to SMS on 01908 319494 or [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk)

#### **4.4 Improvements to Health and Safety Practices**

If you feel that there are ways in which we can improve our Health and Safety practices and procedures, please let us know through our normal channels of communication.

#### **4.5 Workplace Accidents**

If you have an accident at work, you must report it as soon as possible to the main office on 01908 319494 or [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk). You must also report the incident in the accident report book, this will be located in the Health and Safety and Disease Control Folder on each specific site, actual location will depend on the site you are working at. Lone workers will be issued with their own accident book and first aid kit as required.

## 5 Sickness, Absenteeism and Lateness

### 5.1 Punctuality

You must be on site and ready to start work at the specified time. You are required to comply strictly with the SMS time recording procedures. If you are going to be late for the start of your shift you must make your Line Manager aware of the situation and your expected time of arrival. Continual lateness may result in disciplinary action being taken. If you arrive more than 30 minutes late for work without notifying us in advance, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of your shift unpaid.

### 5.2 Reporting to us of your Sickness \*Notifying of COVID-19 see Coronavirus Staff Handbook

On your first day of sickness you must send a Text to 60060 and start your text with SMSCLEAN, Your Name and Site of Work, followed by your reason for absence, this must be done at the earliest opportunity and in any event before 6 am on the first working day of absence and thereafter by 10 am each day in relation to absence for the following day. This is to give us the time to find a continuing replacement prior to the start of the working day. Notification is to be made personally, if you are unable to do this we will only be able to accept notification from the Next of Kin/Support Worker or Carer you notified us of at time of recruitment (this is to ensure compliance with GDPR) as we are unable to discuss your personal circumstances with anyone but yourself.

Failure to fulfil your obligations in this respect may result in disciplinary action being taken against you. The Company also reserves the right to withhold sick pay for a failure to comply with your obligations here.

### 5.3 Certification of Sickness \*Notifying of COVID-19 see Coronavirus Staff Handbook

You can self-certificate for a maximum of 7 days in anyone sickness period. If you self-certificate more than 3 times within a twelve month period this will be based on our annual holiday year 1<sup>st</sup> April to 31<sup>st</sup> March, you will be requested for a Doctors certificate, to confirm sickness.

A Doctors certificate will be required for a period of sickness of more than 7 consecutive days. We may also ask for a Doctors certificate if your absence is before or following annual leave or a public holiday.

Please forward all relevant certificates to [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk) as soon as possible. Failure to do so may result in sick pay, if appropriate, being delayed.

#### **5.4 Statutory Sick Pay (SSP) \*SSP and COVID-19 see coronavirus Staff Handbook**

SSP will be paid to you whilst you are absent from work due to sickness, provided you have complied with the requirements as set out in 5.2 and 5.3.

SSP is not paid for the first 3 days of sickness, payment usually starts from the 4<sup>th</sup> Day of absence and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness. SSP is paid in the same way as your wages directly into your bank account each month.

Please note SSP is not payable if you do not meet any of the following:

- Your average weekly earnings with SMS are less than the figure set by the Government for the payment of National Insurance Contributions.
- For absences of less than 4 days
- If your employment has been terminated
- If you are being paid Statutory Maternity Pay, for days you do not normally work
- If you are under the age of 16 or over the age of 65

NB: You will be subject to disciplinary action should you have claimed to have been absent due to sickness, yet you have been found not to have been genuinely ill.

#### **5.5 Returning to Work After Absence \*Returning to Work and COVID-19 see Coronavirus Staff Handbook**

All staff will be required to undergo a return to work interview which may be via telephone, virtually or in person.

If we consider it necessary, we may request that you are examined by a Doctor or Occupational health professional appointed by us and at our expense.

## 6. The Bradford Score

Support Maintenance Services LTD utilises the Bradford Score as a part of our policy to monitor employees sickness

### The Bradford Factor

The Bradford Factor is a method of calculating absence in order to put a 'weighting' on the absence. For example; a Company will probably be more concerned (and experience more disruption) from frequent odd days sickness, than an employee who has one period of absence for a week.

The Bradford Factor allows you to distinguish between the different types of absence. It is only one method of looking at absence and may not be appropriate for all organisations. Below is a guide to how the Bradford Score is calculated and the top line is the days reported sick and the column on the left is the frequency. The scores fall into shaded categories which are self-explanatory.

No Concern	0
Some Concern	22
Action Required	45
Consider Disciplinary	100
Serious Disciplinary Likely	900

Enter the 3 Bradford factor levels that you wish to use as gauges to change the Bradford factor heat map below

Absence occurrences	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
1	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6
2	8	12	16	20	24	28	32	36	40	44	48
3	27	40.5	54	67.5	81	94.5	108	121.5	135	148.5	162
4	64	96	128	160	192	224	256	288	320	352	384
5	125	187.5	250	312.5	375	437.5	500	562.5	625	687.5	750
6	216	324	432	540	648	756	864	972	1080	1188	1296
7	343	514.5	686	857.5	1029	1200.5	1372	1543.5	1715	1886.5	2058
8	512	768	1024	1280	1536	1792	2048	2304	2560	2816	3072
9	729	1093.5	1458	1822.5	2187	2551.5	2916	3280.5	3645	4009.5	4374
10	1000	1500	2000	2500	3000	3500	4000	4500	5000	5500	6000
11	1331	1996.5	2662	3327.5	3993	4658.5	5324	5989.5	6655	7320.5	7986
12	1728	2592	3456	4320	5184	6048	6912	7776	8640	9504	10368
13	2197	3295.5	4394	5492.5	6591	7689.5	8788	9886.5	10985	12083.5	13182
14	2744	4116	5488	6860	8232	9604	10976	12348	13720	15092	16464

## **7 Holidays \*Holiday's during Furlough please see reference page 2**

### **7.1 Holiday entitlement**

Your holiday entitlement is as specified in your original Terms and Conditions of Employment. Any changes in terms of hours/days and this will be detailed in an update of your Terms and Conditions of Employment.

SMS Holiday year runs from the 1<sup>st</sup> April until 31<sup>st</sup> March.

You will accrue holiday during your employment with SMS, if you book holiday prior to accruing your leave, should you leave the employment of SMS and have taken more holiday than you are entitled to this will be rectified by in your final pay.

### **7.2 Booking Holiday**

All holiday is booked through our Employee Portal, you will receive your login details with your first payslip.

You can only book a maximum of 10 days holiday at any one time. We request that you provide a minimum of 6 weeks' notice of holiday leave.

SMS will respond as quickly as possible to your holiday request; we advise that until your holiday has been approved that you do not book a holiday as we hold no responsibility for loss of deposit for a non-authorized holiday. If a colleague already has the same dates booked as you are requesting, we will not be able to authorise your leave and you will need to consider alternative dates.

### **7.3 Special Days, Christmas and New Year**

We advise that if you wish to be paid over the festive period when many offices are closed you hold the days leave to cover this period. If you do not have enough holiday left, you will not be paid for days of closure over the Christmas break. Each site is different and will have different plans for this period.

### **7.4 Holiday Pay**

Payment for holidays will be at your normal rate of pay on a pro rata basis accrued each month (excluding Public Holidays).

SMS will not pay holiday pay in the first 3 months of employment.

## 8 Staff Uniform

### 8.1 Uniform

You will be issued with uniform suitable to the position. This may be a Polo Shirt, T Shirt or Tabard, you must wear the correct uniform and PPE (including gloves) issued to you whilst you are working. It is your responsibility to ensure that your uniform is kept clean, if you require new uniform due to wear please let your Line Manager know.

You all required to attend work appropriately dressed and ready to start work.

### 8.2 Footwear

At all times whilst working you must wear suitable footwear which covers your feet completely. Under no circumstances must you wear shoes with open toes or heels your feet must be totally enclosed. Some sites may require safety shoes if these are required you will be issued these with other its of PPE as appropriate.

## 9 Staff Development

### 9.1 Induction Training

Induction training includes formal and informal development activities where appropriate during the early part of your service to ensure you have the skills and knowledge to do your job.

### 9.2 Training and Development

SMS will train you to a recognised BICs standard and you will receive certification which will be displayed on site.

SMS may invest in providing necessary specialist training or accreditation to industry approved standards. We reserve the right to recoup these costs if employment is terminated by either party within 12 months of completion of the training.

Your development will be appraised on an annual basis to ensure both yours and the company's needs are being met.

## 10 Staff Incentives

We will reward staff based on two factors:

- If during a whole 12 month period (based on 1<sup>st</sup> April to 31<sup>st</sup> March) you have no sickness recorded you will receive a reward.
- If during a whole 12 month period (based on 1<sup>st</sup> April to 31<sup>st</sup> March) we do not receive any adverse feedback from a client about you, at the discretion of your Line Manager a reward may be given.

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# 11 Probationary Period

## 11.1 Probationary Period Timeframe

An employee will be considered to be completing a probationary period during the first 3 months of employment with SMS. During this period employment can be terminated by either party:

- Within the first month of employment the employee is required to give 48 hours' notice of termination of employment. SMS can terminate without notice.
- After the first month has been completed either party must give one months' notice.

## 11.2 Completing Probationary Period

A review will take place before the end of the third month to assess the employees performance, raise any questions or queries. Following successful completion of your review you will be moved from a probationary employee and will attract all the usual benefits of employment with SMS. SMS reserves the right to extend probation if appropriate.

Some sites and job roles may mean a longer probationary period this will be discussed at your 3 month review and agreed by both parties but could be extended by a further 3 months.

# 12. Compassionate Leave

We understand that at some point many employees will experience of loss from someone close. The last thing you will be thinking about is what your entitlement is to compassionate leave.

## 12.1 Time off for Bereavement

All employees are entitled to receive time off for Dependants.

Dependants are classed as the following:

- Your Partner
- Your Parent
- Your Child (if the child is under the age of 18 please see Parental Bereavement Leave)
- Someone who relies on the employee (e.g. elderly relative)

SMS LTD will discuss with you 5 days unpaid compassionate leave for a Dependant (excluding the loss of a child under 18 please see Parental Bereavement Leave). This leave does not need to be taken at one time and can be taken over a period of time to including arranging and attending the funeral.

Please let your Line Manager know as soon as possible that you will be unable to attend work. There will be no difficult conversations we will work with you to ensure you feel supported and we will plan with you a suitable return to work date.

There is no legal right to time off for dependants to be paid or the timescales offered. We believe our policy to be fair and supportive during what will be a difficult time. You can apply for holiday to cover the period of time off and this will be deducted from your annual leave entitlement.

### **12.2 Time off for a non-dependant**

You may experience the loss of someone who is not a dependant. Whilst you will not be entitled to compassionate leave, you can take time to attend the funeral. You will need to book this time off in advance, this will be unpaid unless you are able to take holiday.

### **12.3 Parental Bereavement Leave**

From the 6<sup>th</sup> April 2020 employees have the right to 2 weeks off if their child dies under the age of 18 or are Stillborn after 24 weeks of pregnancy. This is called 'Parental Bereavement Leave'

If a child is stillborn after 24 weeks of pregnancy, the:

- Birth parent can get up to 52 weeks of statutory maternity leave
- Father or partner can get up to 2 weeks paternity leave

Following this both will be entitled to 2 weeks parental bereavement leave after they finish their maternity or paternity leave.

There is no entitlement to pay during the two weeks Parental Bereavement Leave.

## **13. Maternity, Paternity and Adoption Leave**

### **13.1 Maternity Leave Rights**

You have the right to up to 52 weeks' maternity leave if you're having a baby and are legally classed as an employee.

You have this right from your first day of starting a job.

After the first compulsory 2 or 4 weeks, how many of the 52 weeks you take is up to you.

You get the same amount of maternity leave (and pay if entitled) even if you have more than one baby, for example twins.

If you are entitled to SMP and choose to take the full 52 weeks leave, the last 13 weeks leave will be unpaid

### **13.2 Notifying us of your Pregnancy**

If you are entitled to paid maternity leave, you must notify us of your pregnancy no later than the 15<sup>th</sup> week before your baby is due.

You must inform us in writing of the following

- You are pregnant

- The date of the week your baby is due. We will require to see your MAT B1 form, you will receive this from your Doctor or Midwife once you are 20 weeks pregnant.
- The date you would like to start your maternity leave.

SMS Ltd will reply within 28 days of receipt of you notifying us of your pregnancy. Within our confirmation we will confirm the date your maternity leave will run to.

### **13.3 Maternity Leave**

You can choose when you wish to start your maternity leave:

- You can start your maternity leave from up to 11 weeks before your baby is due
- Work right up until you give birth

After your baby is born, by law you must:

- Start your maternity leave (if you have not already)
- Take off at least 2 weeks (4 weeks if you work in a factory) this is known as 'compulsory maternity leave'
- Take all your maternity leave in one go

Your maternity leave and pay (if entitled) ends when you go back to work.

### **13.4 Changing the date you start maternity leave**

If you want to change the start date of your maternity leave, you must give your employer 28 days' notice, or agree a new date together

### **13.5 When Maternity leave can start early**

- If you are absent from work  
If you are off because of your pregnancy in the 4 weeks before your baby is due, maternity leave automatically starts the day after your first day off
- If your baby arrives early  
If your baby is born earlier than expected or is premature, your maternity leave starts straight away. You will need to let us know as soon as possible. Your partner, family member or friend can notify us. We do not require formal evidence of your new arrival.

### **13.6 Holiday Leave During Maternity Leave**

You will still accrue holiday during your Maternity Leave at your standard rate.

You cannot take holiday during your maternity leave as this would end your maternity leave and pay.

We will discuss your accrued holiday with you, to ensure that you are able to take your full entitlement particularly if your planned maternity leave covers two holiday years.

### **13.7 Statutory Maternity Pay (SMP)**

You are eligible for Statutory Maternity Pay (SMP) if all of the following apply:

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- You have been working continuously for 26 weeks for SMS before your 'qualifying week'
- You earn at least £120 a week on average for 8 weeks for the qualifying week.

If you are not eligible for SMP you may be entitled to Maternity Allowance.

'Qualifying Week' when you need to give notice to us as your employer to get maternity leave and pay.

### **13.8 Time off for Appointments**

You are entitled to have a reasonable time off for pregnancy-related (antenatal) appointments and care before you have your baby.

You are entitled to this from your first day of employment and if you work full or part time

The antenatal appointments need to be on the advice of your doctor, nurse or midwife, this can include:

- Scans
- Pregnancy health checks
- Relaxation classes
- Parent Craft Classes

We will require evidence of appointments.

### **13.9 Keeping in Touch Days**

Keeping in touch days also known as KIT days. During your maternity leave you can work up to 10 days to help you stay in touch with us and your workplace.

It is up to you to agree with us the following:

- If you would like to work KIT days
- How many KIT days you would like to work.
- What type of work you will do on the days
- How much you will be paid for the work

If you only work a part day, it still counts as a full KIT day.

If you work more than 10 KITS days, your maternity leave and pay will automatically end.

### **13.10 Redundancy During Maternity Leave**

SMS is not able to make you redundant just because you are on maternity leave. If your position is to be considered for redundancy this must be due to business demands, for example a contract you work on is terminating or changing and changes that may occur whilst on maternity leave and not because you are on maternity leave or have requested flexible working upon your return.

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### **13.11 Returning to Work following Maternity Leave**

If you wish to return to work within the first 26 weeks of maternity leave, this is called 'ordinary maternity leave' under the law. You will return to the same job that you had.

If you have taken more than 26 weeks maternity leave this is called 'additional maternity leave' under the law. You do still have the right to return to your job on the same terms as before you left. However, this will depend on any significant changes within SMS which may have occurred during your maternity leave. We will offer you a similar job, if this is the case the job will be offered to you on a minimum of the same terms as your previous job role.

You must notify us at least 8 weeks before you're due to return to work if:

- You would like to extend your maternity leave
- You would like to return to work sooner than originally planned

We will arrange a meeting to discuss your return to work, to ensure a smooth return to work.

### **13.12 Not returning to Employment Following Maternity Leave**

If you decide to not return to SMS following your Maternity Leave, you must follow our standard process for resigning from your job, this includes the same notice period.

### **13.13 Questions or Queries Relating to your pregnancy whilst at Work**

Please talk to us, if you have any questions regarding your job role or employment with us during your pregnancy.

This is such an exciting time for you both that we want to make sure we have covered everything and that you feel supported by SMS during your pregnancy

### **13.14 Paternity Leave**

You may be eligible for up to 2 week's paternity leave if you're responsible for the child's upbringing and either:

- You're the biological father
- Your partner is having a baby, adopting a child or having a child through surrogacy

If you're a same-sex partner, it's still called paternity leave. One partner can take paternity leave and the other can take maternity or adoption leave.

If you are having a baby through surrogacy one of you can take adoption leave and the other can take paternity leave.

### **13.15 Eligibility for Paternity Leave**

To be eligible for paternity leave when you and your partner are having a baby including through surrogacy you must:

- Be legally classed as an employee

- Have worked for the same employer for at least 26 weeks ending with the 15<sup>th</sup> week before your baby is due

### **13.16 Eligibility for paternity leave for adoption**

To be eligible for paternity leave when adopting a child, you must be legally classed as an employee.

You must have worked for the same employer for at least 26 weeks before the end of the week when:

- You're told you've been matched with a child, for adoption in the UK
- The date the child enters the UK, for overseas adoption

### **13.17 Notifying us of your requirement to Paternity Leave**

To get paternity leave when you and your partner are having a baby, including through surrogacy, you must tell us:

- When your baby is due
- Whether you want to take 1 or 2 weeks' leave
- When you want the leave to start

You must let us know no later than the 15<sup>th</sup> week before your baby is due.

If you and your partner are adopting, you must notify us within 7 days of being matched with a child. Please let us know the following:

- The date you're matched with a child
- The placement start date
- Whether you want to take 1 or 2 Weeks leave
- When you want the leave to start

Please confirm all the details in writing

### **13.18 Taking your Paternity Leave**

You can take either 1 or 2 weeks of paternity leave to care for your baby or adopted child. This is the same even if you have more than one child, for example twins.

You may start your Paternity Leave on one of these dates:

- The date your baby is born
- From an agreed date within 8 weeks after your baby is born or was expected to be born
- The day your adoption placement starts, or from an agreed date within 8 weeks after
- The date your adopted child arrives in the UK or an agreed date after, for an overseas adoption
- The day your surrogate baby is born or the day after

You Must:

- Take the leave all in one go
- Finish it within 8 weeks (56 days) of your baby being born or your adoption placement starting

If you would like to change the start of your paternity leave, you must give your employer 28 days' notice. This does not have to be in writing.

You cannot start your paternity leave before the birth or adoption placement.

### **13.19 Adoption Leave**

If you are adopting a child or having a child through surrogacy you may be eligible for Statutory Adoption Leave or Statutory Adoption Pay if you are:

- Adopting a Child
- Fostering a child permanently and becoming their legal parent ('fostering to adopt')

If you are a couple only one of you is entitled to get adoption leave and pay the other may be entitled Paternity Leave.

In the same way as Statutory Maternity Leave, Statutory Adoption Leave lasts for up to 52 weeks.

You have the right to adoption leave from your first day of employment. You will need to:

- Notify us of your intention to take Adoption Leave and give us as a minimum 7 days' notice, from being matched with a child or the placement has been confirmed. Ideally to enable a full handover 28 days' notice of your intention to take leave and SAP to start.
- Provide proof that you are adopting or fostering to adopt
- You must also have been matched with a child through an adoption agency

You are not entitled to adoption leave for a private adoption.

### **13.20 Statutory Adoption Pay**

Statutory Adoption Pay is paid for 39 weeks, the same as maternity pay, if you qualify. Adoption pay starts when you take your adoption leave.

To be eligible for SAP you must:

- Have been continuously employed by SMS for at least 26 weeks
- Earn at least £120.00 a week before tax, for at least 8 weeks before the week you are matched with a child.
- Tell us of your intention to adopt a child
- Provide proof about your adoption or fostering to adopt

# 14 Parental Leave including Shared Parental Leave

## 14.1 Parental Leave

You have the right to unpaid time off to look after your child up to their 18<sup>th</sup> birthday. This is called 'ordinary' or unpaid parental leave

Reasons for taking parental leave to be with your child could be:

- To spend more time with them
- Look after them during the school holidays
- Care for them when they are off school sick
- Go to school open days or events with them
- Settle them into new childcare arrangements
- Visit Grandparents with them

Each parent is entitled to take up to 18 weeks for each child. To take parental leave you must:

- Take in blocks of a week at a time
- A maximum of 4 weeks a year for each child

If your child has a disability and you receive disability living allowance or personal independence payments, we can be more flexible with your parental leave and you can take smaller blocks or 1 or 2 days at a time.

## 14.2 Eligibility to Take Parental Leave

- You must be employed by SMS
- Have worked for SMS for a year or more

You must have parental responsibility for your child. You must be named on one of the following

- Their Birth Certificate
- Their Adoption Certificate
- A parental order for surrogacy
- A legal guardianship

## 14.3 Notifying SMS for Parental Leave

- You must request with your Parental Leave a minimum of 21 days before the start date

SMS can request that you postpone your parental leave if it is going to be disruptive to work. We will write to you within 7 days of your request explaining why we have had to postpone your leave and will provide you with other suitable dates.

## 14.4 Shared Parental Leave

Shared Parental Leave (SPL) can give more choice for you and your partner to care for child within the first 52 weeks of birth or for adoption from date of placement. To get SPL there must be 2

parents sharing responsibility for a child. Starting SPL will mean that birth parent or primary adopter will end their maternity or adoption leave and return to work whilst the other parent will continue the parental leave and receive the pay.

The parent who wished to take SPL must meet the following criteria

- Share responsibility from the day the child is born or adoption placement
- Classed as an employee
- Worked at least 26 of 66 weeks
- Earned an average of at least £30 a week in any 13 weeks

If you would like to apply for shared parental leave, please speak to HR.

## 15 Flexible Working

Please refer to our Flexible Working Policy at the end of Staff Handbook Appendix 1

## 16 Adverse Weather Conditions Policy

If the weather is extreme and you are unable to attend work, you must let your line manager know as soon as is reasonably possible.

Time off due to bad weather is unpaid, you may request to take the time as holiday, this will be taken from your annual allocation.

If your usual place of work is closed due to adverse weather or you arrive and either the client or SMS ask you to leave the building as they are closing the building you will be paid for the full shift.

We 'SMS' may ask you to attend another workplace that you can access via public transport if your usual workplace is closed due to the adverse weather conditions.

## 17 Redundancy

Support Maintenance Services Ltd will take every practicable step to avoid redundancies wherever possible. We will always look at ways to retain staff before considering redundancy. Should the need arise that redundancy is the only option a letter will be issued from HR, detailing the process and consultation details.

You'll normally be entitled to statutory redundancy pay if you're an employee and you've been working for your current employer for 2 years or more.

You'll get:

half a week's pay for each full year you were under 22  
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one week's pay for each full year you were 22 or older, but under 41 one and half week's pay for each full year you were 41 or older Length of service is capped at 20 years.

If you were made redundant on or after 6 April 2018, your weekly pay is capped at £508 and the maximum statutory redundancy pay you can get is £15,240. If you were made redundant before 6 April 2018, these amounts will be lower.

Calculate your redundancy pay.

Redundancy pay (including any severance pay) under £30,000 isn't taxable.

Your employer will deduct tax and National Insurance contributions from any wages or holiday pay they owe you.

### **Exceptions**

You're not entitled to statutory redundancy pay if:

- your employer offers to keep you on
- your employer offers you suitable alternative work which you refuse without good reason
- Being dismissed for misconduct does not count as redundancy, so you would not get redundancy pay if this happened.
- You're not entitled to statutory redundancy pay if you fall into one or more of

the following categories:

- former registered dock workers (covered by other arrangements) and share fishermen
- crown servants, members of the armed forces or police services
- apprentices who are not employees at the end of their training
- a domestic servant who is a member of the employer's immediate family
- Short-term and temporary lay-offs
- You can claim statutory redundancy pay if you're eligible and you've been temporarily laid off (without pay or less than half a week's pay) for either:
  - more than 4 weeks in a row
  - more than 6 non-consecutive weeks in a 13-week period
- Write to your employer telling them you intend to claim statutory redundancy pay. This must be done within 4 weeks of your last non-working day in the 4- or 6-week period.
- If your employer does not reject your claim within 7 days of receiving it, write to your employer again giving them your notice.
- Your claim could be rejected if your normal work is likely to start within 4 weeks and continue for at least 13 weeks.

## 18 Drugs and Alcohol Policy

As your employer we have a duty of care to you, ensure your health and safety at work, and that of your colleagues.

The use of illegal substances is not permitted if we believe you have been using or supplying illegal substances you will be asked to leave your place of work for an investigation to take place. This will result in disciplinary action and your dismissal from employment.

As the job which you may have been employed for involves the use of chemicals and machinery, as your employer if we believe that you have attended work whilst under the influence of either drugs or alcohol you will be asked to stop work immediately. This is for your own safety, that of your colleagues and the employees at your work location. This may result in disciplinary action.

If you require help with a dependency you must speak to your line manager or someone at SMS who you trust will be able to support and help you.

## 19 Smoking and Vaping at Work

All our worksites are non-smoking, this includes Vaping inside and outside worksites.

Staff who work a shift of less than 6 hours are not entitled to a break period. If you work over 6 hours you are entitled a 20-minute rest period. During this time, you are permitted to smoke or vape. We ask that you remove your uniform and are in either the designated smoking area at your place of work or that you are off site. You must let someone know where you will be in case of an emergency. Upon return from your break you must wash your hands and put your uniform back on.

If you take an unauthorised break outside of your agreed shift times this may result in disciplinary action being taken.

## 20 Client Relations

The nature of the business for SMS requires us to provide services to clients and some of our employees are employed to perform work on behalf of those clients, on the clients own site.

Because of the nature of our business, our clients may on rare occasions require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests, depending on the results of this investigation, we will always try to keep staff in there place of work, or we may move staff to alternative sites or it may result in disciplinary action being taken.

Following any investigation if a client is insistent that a member of staff be removed and can provide good reason and evidence, to support the claim. We may take all reasonable steps to ensure that alternative work is provided, depending on the result of the investigation. If this is not

possible, we may have no alternative but to terminate such an individual's employment (This is a Third Party Pressure Rule approved by ACAS). This is separate from any concurrent disciplinary matter that may need to be addressed.

## 21 Staff Telephone, Email and Internet Policy

### 21.1 Personal Mobile Telephones

Use of a personal mobile telephone is forbidden whilst on duty unless it has been agreed in advance to support with completing tasks for work purposes. Receiving and making personal calls during your working hours is not permitted unless in an emergency. Personal mobile phones should be on silent or vibrate if they must be kept on whilst you are at work. Should it be necessary for you to be contacted during working hours this must be done via the operations team on 01908 319494 or email [info@smscleaning.co.uk](mailto:info@smscleaning.co.uk)

### 21.2 Company Mobile Telephones

If you are issued with a company mobile telephone it must be fully charged and switched on at the start of your working day. The mobile telephone remains the property of the company, any issues must be reported to your line manager. Use of a company mobile telephone for personal use or outside of working hours is forbidden. If you have been found to using your company mobile telephone for personal use, this may result in disciplinary action being taken and the company may also have the right to deduct costs through deduction of pay or otherwise agreed.

### 21.3 Driving whilst using a Mobile Telephone

It is an offence to use a hand-held mobile telephone device whilst driving. A driver will be held liable for prosecution if he/she is holding a mobile telephone any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial. An employee is regarded to be driving if they are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary.

Therefore, it is strictly forbidden for you to use a hand-held mobile telephone whilst driving for the purposes of business whether you are driving a personal vehicle or a company vehicle. A mobile telephone can only be used for incoming or outgoing voice activated calls through a cordless hands-free device and the calls should be kept to the shortest possible time and only to effect essential communication.

### 21.4 Email Policy

Use of the 'SMS' email system is for business purposes only and is not to be used for any other purposes other than for business activities. Personal use of your SMS email may result in disciplinary action. You must have your SMS email available whenever possible, if you have a company Mobile Telephone you are to have your emails directed to your mobile telephone.

## **21.5 Internet Policy**

If you are working at a client's premises you will need their permission to access the internet for business purposes. Otherwise you must not access the internet during working hours.

## **22 The General Data Protection Regulation (GDPR)**

The GDPR (General Data Protection Regulation) will come into force on 25 May 2018. The regulation replaces the current Data Protection Act. Both employers and their employees have new responsibilities to consider helping ensure compliance. After Britain leaves the European Union, a new UK Data Protection Act will ensure that the GDPR principles remain in UK law.

The GDPR (General Data Protection Regulation) is concerned with respecting the rights of individuals when processing their personal information. This can be achieved by being open and honest with employees about the use of information about them and by following good data handling procedures. The regulation is mandatory and all organisations that hold or process personal data must comply.

### **22.1 The regulation contains 6 principles.**

- Personal data should be processed fairly, lawfully and in a transparent manner.
- Data should be obtained for specified and lawful purposes and not further processed in a manner that is incompatible with those purposes.
- The data should be adequate, relevant and not excessive.
- The data should be accurate and where necessary kept up to date.
- Data should not be kept for longer than necessary.
- Data should be kept secure.

All staff have a responsibility to ensure that their activities comply with the data protection principles. Line managers have responsibility for the type of personal data they collect and how they use it. Staff should not disclose personal data outside the organisation's procedures, or use personal data held on others for their own purposes.

## **23 Disciplinary and Grievance Policy**

The objective of a grievance procedure is to settle the grievance as quickly and effectively as soon as possible.

### **23.1 Short Service dismissal**

An employee only has the right to claim unfair dismissal if they have been employed by SMS for two or more years — (known as the qualifying period of service).

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Where SMS considers a *short service, dismissal* is the appropriate action to take the following procedure will be invoked.

SMS will:

- tell the employee of the problem or shortcoming
- investigate and establish the facts
- ensure that the dismissal is not automatically unfair (see Employment Rights Act (ERA) 1996)
- give the employee an opportunity to respond and the right to appeal.
- honour contractual commitments including but not limited to notice period (usually settled as pay in lieu of notice) and any untaken accrued holiday at the date of termination.

### **23.2 Dealing with grievances informally**

If you have a grievance or complaint to do with your work or the people you work with you should whenever possible start by talking it over with your manager. You may be able to agree an informal solution between you.

### **23.3 Formal grievance**

If the matter is serious and you wish to raise the matter formally you should set out your grievance in writing to your manager. You should stick to the facts and avoid using inflammatory terms which may be construed as insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or senior person within the company.

It is not practicable to specify all disciplinary rule or offences which may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other conditions, procedures, rules etc. within this handbook will also result in the disciplinary procedure being used to deal with such matters.

### **23.4 Grievance Hearing**

Your manager will call you to a meeting normally within 5 days to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting. After the meeting you the manager will provide you with an outcome normally within 24 hours.

### **23.5 Appeal**

If you are unhappy with your managers decision and you wish to appeal you should let your manager know. You will be invited to an appeal meeting normally within 5 days and your appeal will be heard by a more senior manager or an external HR adviser. You have the right to be accompanied by a colleague or trade union representative at this meeting. After the meeting the manager or external HR adviser will give you a decision normally within 24 hours. the manager or HR advisor's decision is final.

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Rules covering Unsatisfactory Conduct and Misconduct These are only examples and not an exhaustive list

You will be subject to disciplinary action if you are found to have acted in any of the following ways:

- a) Failure to abide by the general health and safety rules and procedures.
- b) Smoking in designated non-smoking areas
- c) Consumption of alcohol on the premises
- d) Persistent absenteeism and or lateness
- e) Unsatisfactory standards or output of work
- f) Rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language.
- g) Failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- h) Unauthorised use of email and internet
- i) Failure to carry out all reasonable instructions or follow our rules and procedures
- j) Unauthorised use or negligent damage or loss of our property
- k) Failure to report immediately any damage to property or premises caused by you
- l) Use of our vehicles without approval or the private use of commercial vehicles without authorisation
- m) Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs
- n) If your work involves driving, failure to report immediately any type of driving conviction or any summons which may lead to your conviction.
- o) Carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain
- p) Loss of driving licence where driving on public roads forms and essential part of the duties of the post.

### **23.6 Serious Misconduct**

Where one of the unsatisfactory conduct or misconduct rules has been broken and if upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation, or reputation, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action if in an alleged gross misconduct disciplinary matter, upon investigation, it is shown to have some level of mitigation and is treated as an offence just short of dismissal

### 23.7 Rules covering Gross Misconduct

You will be liable to summary dismissal if you are found to have acted in any of the following ways:

- a) Grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
- b) Dangerous behaviour, fighting or physical assault
- c) Incapacity at work or poor performance caused by intoxicants or drugs
- d) Possession or use of illicit drugs
- e) Deliberate falsification of any records (including time-sheets, absence records and so on, in respect of yourself or any fellow employee)
- f) Undertaking private work on the premises and/or in working hours without express permission
- g) Working in competition with us
- h) Taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity
- I) Theft or unauthorised possession of money or property whether belonging to us, another employee, or a third party
- j) Destruction/sabotage of our property, or any property on the premises
- k) Serious breaches of the health and safety rules which endanger the lives of employees or any other person
- l) Gross insubordination and/or continuing refusal to carry out legitimate instructions
- m) Abuse of the personal harassment policy.

### 23.8 Disciplinary Procedure

Disciplinary action taken against you will be based on the following procedure:

<b><i>Offence</i></b>	<b><i>First Occasion</i></b>	<b><i>Second Occasion</i></b>	<b><i>Third Occasion</i></b>	<b><i>Fourth Occasion</i></b>
<b><i>Unsatisfactory Conduct</i></b>	<b><i>Formal Verbal Warning</i></b>	<b><i>Written Warning</i></b>	<b><i>Final Written Warning</i></b>	<b><i>Dismissal</i></b>
<b><i>Misconduct</i></b>	<b><i>Written Warning</i></b>	<b><i>Final Warning</i></b>	<b><i>Dismissal</i></b>	

<b><i>Serious Misconduct</i></b>	<b><i>Final Written Warning</i></b>	<b><i>Dismissal</i></b>		
<b><i>Gross Misconduct</i></b>	<b><i>Dismissal</i></b>			

We retain discretion in respect of the disciplinary procedures to take into account your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning or dismissal and full details will be given to you.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned and any further breach of rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not adhered to.

### **23.9 Periods of Warnings**

- A formal verbal warning will normally be disregarded after a 6-month period.
- A written warning will normally be disregarded after a 12-month period.
- A final written warning will normally be disregarded after 18 months

## **24 Grievance Procedure**

It is important that if you feel dissatisfied with any matter relating to you work you should have immediate means by which such a grievance can be aired and resolved.

Nothing in this procedure is intended to prevent you from formally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record but if you wish your grievance to be formally recorded and investigated, please make this clear at the outset.

If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure) you should

- a) First raise the matter with your line manager either verbally or in writing
- b) Explain fully the nature and the extent of your grievance. If you wish, a fellow employee can be present with you to help you to explain the situation more clearly.

- c) If the problem has not been resolved within ten working days you should bring the matter to the attention of the next level of management. This is the final stage of the grievance procedure.

## **24.1 Personal Harassment Policy and Procedure**

### **Introduction**

Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religion, belief, disability or age is unacceptable.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes personal harassment is always taken seriously and is totally unacceptable.

We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **24.2 Policy**

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

#### Examples of Personal Harassment

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee to another and examples of harassment include;

- a) Insensitive jokes and pranks
- b) Lewd or abusive comments about appearance
- c) Deliberate exclusion from conversations
- d) Displaying abusive or offensive writing or material
- e) Unwelcome touching
- f) Abusive, threatening or insulting words or behaviour

# 25 Complaining about Personal Harassment

## 25.1 Informal Complaint

We recognise that complaints of personal harassment and particular sexual harassment can sometimes be of a sensitive or intimate nature and it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice as a confidential helper. This person cannot be a Director, who will be responsible for investigating this matter if it becomes a formal complaint.

If you are a victim of minor harassment you should make it clear to your harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser and your confidential helper can assist you in this.

## 25.2 Formal Complaint

Where the informal approach fails, or if the harassment is more serious, you should bring the matter to the attention of a Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include;

- a) The name of the alleged harasser
- b) The nature of the alleged harassment
- c) The dates and times when the alleged harassment occurred
- d) The names of any witnesses
- e) Any action already taken by you to stop the alleged harassment

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension on contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within 10 working days of the meeting with you, a draft report of the findings and of the investigators proposed decision will be sent in writing to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within 5 working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent in writing to you and

the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

### **25.3 General Notes**

If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedures. An employee who receives a formal warning or is dismissed for harassment may appeal by using our disciplinary appeal procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## **26 Termination of Employment**

### **26.1 Terminating Employment**

The Company reserves the right to make deductions from pay, or from any payment due to you upon the termination of your employment, particularly in the circumstances shown below. At all times you will be made aware of any deduction prior to it being made and full details can be found in the Employee Handbook:

- i) any overpayment of wages howsoever caused;
- ii) the cost of recruitment, administration, induction or other training if you leave within one month of your commencement or without giving the appropriate notice.
- iii) A separate training agreement will be provided for the recoupment of costs of Specialist or further training.
- iv) The cost SMS incur for clearance of staff working on secure sites, who do not stay for a minimum period of 6 months and half of such cost if you do not stay for 12 months.
- v) the cost of repair or replacement of any stock, equipment or uniforms damaged through your negligence
- vi) the cost of unreturned uniform or for uniform that is returned in an unfit state
- vi) the cost of DBS Criminal Records Check (deducted over 2 pay periods) where the business or client requires such a check.
- vii) the cost of keys/replacement locks if lost or damaged should you fail to return keys in an acceptable condition for premises you are responsible for
- viii) any fine or penalty imposed on the Company as a result of your use of a Company vehicle or damage to the vehicle

## **26.2 Return of our Property**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

## **26.3 Return of Vehicles**

On termination of your employment, you must return your company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

## **26.4 Probation**

You will be on probation initially for a period of three months. At the end of this period your employment will be confirmed. In the event of unsatisfactory progress, the appropriate procedures will be implemented, and the probationary period may be extended, or your employment terminated either during or at the end of probation.

## **27 Employee Payroll Admin fee**

Please see 26.1 regarding deduction from pay

## **28 Pensions – Auto Enrolment**

SMS has chosen to offer you the Government NEST Workplace Pension to meet our employer duties and help you put money aside for your retirement.

Nest is a straightforward pension scheme that gives you one retirement pot for life. You can contribute to your retirement pot, and in many cases, we will contribute too. You'll also usually get extra money from the government through tax relief, as long as you are making contributions.

A new law means that every employer must automatically enrol workers into a workplace pension scheme if they:

are aged between 22 and State Pension age earn more than £10,000 a year

work in the UK

***This is called 'automatic enrolment'.***

***You can choose to opt in to NEST if you're***

Not already a member of an existing qualifying workplace pension scheme. Aged at least 16 but under 75

Earning more than £5824

Working, or if you ordinarily work in the UK

***You can ask to become a member of NEST if you're***

Inside the age range mentioned above Earning up to and including £5824 Working, or if you ordinarily work in the UK

Not already a member of a qualifying workplace pension scheme

If you want to become a member of NEST, you will need to let us know in writing to our HR Department in Head Office. Any written notices will need to be signed by you. If you write to us via email, you will need to include a statement that you have personally submitted it

We will automatically enrol you if you are eligible or 3 months after you become eligible:

- Aged at least 22 but under State Pension age
- Working, or if you ordinarily work, in the UK
- Earning more than £10,600
- Not already a member of a qualifying workplace pension scheme we provide.

You'll get contributions into your retirement pot from us and extra money from the government through basic rate tax relief as long as you're making contributions too.

If you would like to know more about NEST, you can visit their website at [www.nestpensions.org.uk](http://www.nestpensions.org.uk).

## 29 Social Media

Any work related issue or material that could identify an individual who is a customer, client or work colleague, which could adversely affect the Company, a customer, client or our relationship with any customer, client or staff must not be placed on a social media networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer, mobile phone or any other device

## 30 Protection of Reputation

The employee specifically agrees not to engage in negative comments, libel or slander regarding the employer (Support Maintenance Services Ltd, SMS) including (but not limited to) publishing, or causing to be published, complaints or derogatory comments about the employer in any format, including (but not limited to) print, newspaper, television, radio, social media or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition the company (SMS) will be entitled to liquidated damages in the amount of £5,000.00 for each publishing or posting as a genuine and reasonable pre-estimate of the company loss. Further, the company (SMS) shall be entitled to litigate this matter and obtain money damages together with injunctive and punitive relief, as well as its costs.

## 31 ACAS

Should you ever need to contact ACAS please do on the below contact details Helpline number is 0300 123 1100

Website [which now has an on-line helpline] is [www.acas.org.uk](http://www.acas.org.uk)

V12.1

ISO 203 November 2020

## 32 Mobility Clause

You will be based as at commencement of your employment contract at a specified location. However, should a contract be terminated at your usual place of work the company SMS may require you to be based on a permanent basis during your employment by the company at such other location or locations up to 25 miles from your original place of work as the company deem necessary from time to time at its reasonable discretion decide.

If the company are unable to relocate you, they have the right to terminate your employment under the Third-Party Pressure rule, SMS have no control over a Client moving premises.