



Employee Handbook

Welcome to The Lakeside Manor

We are delighted you have chosen to join our organisation and hope that you will have a long and successful career with us. We believe that every employee has a part to play in making The Lakeside Manor successful. As a growing company we strive to exceed the industry standard and exceed our customer's expectations.

Our philosophy is to focus on customer service at all times with an attention to detail across all offerings.

This handbook describes many of our policies. It will answer many questions you may have about your employment. Please become familiar with the handbook as soon as possible. If you have any further questions, please feel free to ask any manager or any supervisor.

We expect your experience with The Lakeside Manor will be challenging, enjoyable and rewarding.

**Farrell Brady
General Manager**

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Section 1 – Terms & Conditions of Employment

As a new employee you will receive information and induction training when you start. Your Manager will outline for you the duties and responsibilities of your position and provide additional information on other areas where you may have questions.

This Employee Handbook sets out our employment policies and procedures and it together with your letter of offer and any other policies and procedures (as notified to you from time to time) form your contract of employment. The Employee Handbook also describes the requirements of our employees and what employees can expect from us. In instances where the employee handbook is inconsistent with your letter of offer, your letter of offer applies.

Please read the handbook carefully. It is produced for your benefit. The Employee Handbook applies to all members of staff. It is a helpful reference source for all employees.

Every effort has been made to ensure the Employee Handbook is complete and accurate but it is not a definitive statement of all the Employer's policies and procedures in operation at any given time. Given the nature of the ever-changing market environment within which we operate, and the likelihood of changes to employment legislation and practices, alterations to Employer policies may occur which could affect terms and conditions of employment. The Employer, therefore, reserves the right to alter or modify terms and conditions. Such changes will, at all times, be covered by employment law and, following consultation, will be notified to employees within legal requirements.

Please familiarise yourself with the content of the Employee Handbook so that you understand how it applies to you. If you have any questions, please ask your Manager.

Recruitment and Selection

We are an equal opportunity employer and we appoint individuals on the basis of their suitability and future potential for the job.

We recognise that our Employer performance and growth is dependent on appointing and retaining the most suitably qualified candidate for every position, taking account of education, experience and expertise.

We are at all times committed to equality of opportunity and operate our recruitment and selection procedure in full compliance with all legal requirements. At all times, applicants will be treated in a fair and consistent manner, and discrimination will not be tolerated in respect of age, gender, race, disability, family status, civil status, religion, sexual orientation or membership of the Traveller community.

Pre-employment Medicals

Prospective employees may be required to attend an Employer medical doctor for a pre-employment medical. We retain the right to refer employees for a medical examination should there be concern in relation to the employee's health or fitness to work throughout their employment.

Reference Checking

The offer of a contract of employment is subject to successful reference checks. We seek 2 references prior to appointment, preferably from at least one previous employer.

Internal Recruitment

In order to provide opportunities for career development, we will favourably consider employees for internal vacancies and promotional opportunities where possible. We believe that everyone should have the chance to increase their knowledge, skills and responsibility. We encourage you to seek out opportunities as they arise. However, the opportunity and responsibility for career advancement lies solely on an employee's initiative to seek out situations where their strong performance record and skills can be put to good use. Promotional decisions are based on the employee's experience, qualifications and overall suitability for the position as well as on-going business requirements.

Employment of Relatives

As an equal opportunity employer, we will consider applications from relatives and family members of current employees, as we would any other application. However, the Employer retains the right to ensure that close relatives shall not be permitted to work in a position or department in which one close relative would directly or indirectly supervise another, where this is deemed inappropriate unless permission is given by the General Manager.

Working Hours

Normal weekly working hours are 40 hours per week or as laid down in your contract of employment.

Employees who are contracted to work variable hours will be given a minimum of 48 hours advance notice of their working hours.

Employees at work for more than 6 hours are entitled to a 30-minute lunch break each day, which is unpaid. Employees who are at work for more than 4.5 hours and less than 6 hours will be entitled to a 15-minute break.

As per each employee's contract of employment, from time to time business dictates the need for you to be flexible in your hours of work. Each employee must be prepared to allocate any additional time necessary to fulfil your role, meet deadlines and complete any tasks reasonably requested at the discretion of the Employer. In the event that employees are

required to work extra hours, every effort will be made to ensure that they are given prior notice as soon as possible to enable them to work.

Recording of worked hours and breaks

To enable us to regulate all employees' working hours you are required to record your working hours and breaks from the time you start work until the completion time of your work.

There is a clock-in machine at the staff entrance which you are required to scan your finger at the start and finish of daily shifts and breaks. Failure to record hours and breaks will be regarded as a non-compliance with Employer policy and is therefore subject to the disciplinary procedure. Falsifying clocking in/out times or recording times on another employee's card is prohibited and may result in disciplinary action in accordance with the Employer's disciplinary procedure.

Reporting for duty

All employees are expected to be reliable and punctual in reporting for duty. Employees should report for duty on time and in uniform. Mobile phones are not to be used or carried on one's person during an employees' shift unless you have received consent from the general manager. You must attend for work punctually at the specified time(s) per your roster or contractual hours of work and you are to comply strictly with any time recording procedures relating to your area of work.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.

Lateness or absence can damage our service levels to customers and place an additional burden of work on other employees and may result in disciplinary action in accordance with the Disciplinary Procedure herein and loss of appropriate payment.

Time Keeping

It is Employer policy to implement a high standard of time keeping across all departments in order to facilitate the effective running of the business.

The Employer expects all employees to be reliable and punctual in reporting for work. All employees are paid on the basis of the hours specified in their contracts of employment and are required to commence and finish work at the designated times. The management has the right to manage time and attendance. Punctuality in terms of employees going to and returning from meal breaks is also essential. Employees not at their workplace at the appointed starting times are considered to be late. If an employee has a record of lateness this may, depending on

the circumstances, be reflected in a counselling session / performance review. If the problem persists, the disciplinary procedure will be invoked.

Double Employment

It is a condition of your employment that you do not work for, nor have any interest in any other company or business, nor undertake any other activity which might interfere with the proper performance of your duties or compete in any way with the company's activities without first obtaining, in writing, the consent of the General Manager.

Where permission is granted there is a legal requirement for the Employer to ensure that an employee working outside the Employer in their own time does not exceed the maximum average working week. Therefore, all employees are required to inform their manager, in writing, should they currently, or intend in the future, to carry out a second job, stating the days/hours of work. Regular reports will be required thereafter.

Unauthorised Absence / Leaving the Premises

Any absence from work during regular working hours which is not agreed with an employee's manager may be subject to disciplinary action.

Probationary Period

All new employees are required to satisfactorily complete a probationary period of a minimum of 6 months. During this period, performance on the job and potential abilities are evaluated to determine suitability for the position and the Employer. At the end of this probationary period, a formal performance review meeting will be held between the employee and his or her manager and if satisfactory, your position will be confirmed.

The Employer reserves the right to extend the probationary period of an employee for up to 11 months, should this be deemed necessary and following discussions with the employee, in order to adequately evaluate the individual's overall suitability.

During the probationary period either party may terminate the contract by giving 2 weeks' notice in writing. The Employer, at all times, reserves the right to pay you your basic salary in lieu of notice.

The disciplinary policy and procedure does not apply to employees during their probation period.

Standards of Dress / Uniforms/Hygiene

There is a designated uniform for each department and staff will be issued with the appropriate uniform by their Manager.

Staff are expected to wear it at all times while on duty.

It is essential that you are in full uniform before you sign in for work.

You are also expected to wear your name badges at all times.

A high standard of personal hygiene must be maintained.

Staff must at all times be well turned out and dressed in a clean uniform and laundry of uniforms is the employee's responsibility.

Staff are prohibited from wearing their uniform while socialising.

The employee must, upon leaving their employment, launder the uniform and return it together with their name badge to their Manager.

Full and final payment will only be issued on return of a complete staff uniform together with all Employer property.

The following rules apply: -

- Earrings, studs or sleepers allowed in ears only.
- Wedding bands are accepted and plain rings in moderation. .
- White shirts where applicable are to have full sleeves with collars.
- Ties must be worn at all times if part of your Uniform with no exceptions.
- Excessive aftershave, deodorant and/or perfume should not be worn.
- Tattoos must be covered and not visible.
- Facial hair must be short and well groomed.
- All staff must have their hair presentable and where necessary tied back especially for food service.
- Fingernails and hands must be short and clean, no nail varnish of any description is allowed.
- Light makeup accepted.
- Black shoes allowed only (no buckles, no boots, no high or no open toed are accepted) with black socks only.
- Visible political, philosophical or religious symbols are not permitted.
- Uniform must be clean and fresh daily.

Hygiene for All Employees

Any exposed cut or burn must be covered with a first-aid dressing.

Hair

- If your hair is long it must be tied up or hairnet worn.
- Hair must always be clean, neat and tidy

Hands

- Nails clean and short.
- No visible cuts.
- All cuts must be covered by blue plasters.

Washing hands/forearms

- Before or recommencing work/after using the WC.
- After handling refuse/garbage/using a handkerchief or tissue.
- After handling or preparing food/after cleaning duties.
- After smoking,
- After touching your nose/ears/mouth/and other parts of your body.

Clothes/Footwear

- Protective clothing should be adequate to act as a barrier between outdoor clothing and the product.
- Protective clothing should NOT be worn outside the food premises or when travelling to and from work.

Jewellery/Perfume

- No excessive rings, long or large earrings, necklaces or bracelets to be worn.
- Only a wedding band is acceptable.
- Excessive aftershave, deodorant and/or perfume should not be worn.

Hygiene For Food Handlers: In addition to the above

- Any cut or burn on the hand or arm must be covered with an approved dressing.
- Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.

If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

Electronic Communications and IT

Introduction

The purpose of the internet and e-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of technology within the Employer.

The Employer's internet connections are intended for the activities that either support the business or the professional development of employees.

Web surfing unrelated to these activities during working hours is inappropriate and is forbidden.

Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Employer name.

Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The intellectual property right and copyright must not be compromised when publishing on the Internet.

The use of the Internet to access and/or distribute any kind of offensive material, or non-related employment issues, leave an individual liable to disciplinary action which could lead to dismissal. To download or send any indecent, obscene, pornographic, sexist, racist or defamatory or other inappropriate materials as well as the circulation of such materials is an extremely serious and potentially dismissible offence. This rule will be strictly enforced due to the exposure of the Employer in such circumstances to action being taken against it by other staff members or members of the public.

Internet usage and emails will be accessed and monitored by the Employer.

The Employer's website and social media profiles shall not be altered, interfered with or changed in any way without prior authorisation.

Unauthorised or inappropriate use of the Electronic communications including email and social media may result in disciplinary action which could result in dismissal.

The E-Mail system is available for communication and matters directly concerned with the legitimate business of the Employer. Employees using the E-Mail system should give particular attention to the following points: -

- Electronic communications must comply with Employer communication standards.
- Every electronic message reflects on the Employer's image and reputation and all electronic messages must be appropriate and professional.
- Electronic messages should only be sent to those for whom they are particularly relevant and intended.
- Electronic messages should not be used as a substitute for face to face communication or telephone contact. Abusive emails must not be sent. Employees shall properly consider hasty messages which without proper consideration can cause upset, concern or misunderstanding.
- Offers or contracts transmitted by E-Mail are as legally binding on the Employer as those sent on paper.

The Employer will not tolerate the misuse of any electronic communication for unofficial or inappropriate purposes, including by way of example only: -

- any messages that could constitute bullying, harassment or other detriment.
- personal use (e.g. social invitations, personal messages, blogging, jokes, cartoons, chain letters, buying or selling of goods or other private matters).
- on-line gambling.
- accessing or transmitting pornography.
- transmitting copyright information and/or any software available to the user.
- posting confidential information about other employees, the Employer or its customers or suppliers.

Please do not copy, alter, edit, amend, distribute, or make available any copyright material without the permission of the author. Such material may include third party research, articles, analysis, graphics, charts, statistics, data or methods. This prohibition also applies to non-work material such as music files, video, graphics, games, code and software.

You must ensure that electronic communication - whether sent internally within the Employer or externally, do not contain unjustified or inaccurate criticisms or comments about individuals, firms or companies that could be damaging to their reputation or business which may be libellous. Any electronic message should be regarded as a written formal letter, the recipients of which may be much wider than the sender. Once sent, an electronic communication cannot be withdrawn or destroyed by the sender. You must exercise restraint, discretion, confidentiality, fairness and prudence in all electronic communications. Avoid the use of indecent, obscene, sexist, racist or other inappropriate remarks whether in written form, in cartoon form or otherwise.

Access to email shall not be used for: -

- Personal gain or profit.
- To represent yourself as someone else.
- To post messages that contain political views.
- To advertise or otherwise support unauthorized or illegal activities.

Do not subscribe to electronic services or other contracts on behalf of the Employer unless you have the express authority to do so. Authority for subscriptions including electronic subscriptions such as these rests with the General Manager and employees must appreciate that they have no authority to enter into any binding commitment on the Employer via email or the Internet.

If you receive any offensive, unpleasant, harassing or intimidating electronic messages, you are requested to inform a Manager immediately. It is important that we trace such messages as quickly as possible.

Any important or potentially contentious communication, which you have received through email, should be printed and a hard copy kept (e.g. confirmation of order etc.).

Where it is important to do so, you should obtain confirmation that the recipient has received your email.

Information received from a client should not be released to another client without prior consent of the original sender. If in doubt, consult a Manager.

Employees are not authorised to retrieve or read any email messages that are not sent to them. However, the confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.

Virus Protection Procedures

It is of the utmost importance to the Employer that its software system is protected. Employees shall not open any suspicious-looking links or attachments received or any link or attachment received from an unknown source. If you are in doubt, you should ask your Manager and/or contact the sender to confirm its legitimacy. All software must be virus checked using standard testing procedures before being used.

Monitor Use

Due to the risks associated with the spread of viruses over the system, the Employer reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages

created, received or sent electronically. Notwithstanding the Employer's right to retrieve and read any electronic messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

The Employer may monitor your use of the Internet and e-mail. Such monitoring will be restricted to a level necessary to protect the Employer's business and is without prejudice to your statutory rights. Any breach of the Employer's policy may be dealt with as an offence warranting disciplinary action pursuant to the disciplinary policy.

Lay Off/Short Time

Due to the inherent seasonal nature of your employment, your hours of work depend upon seasonal factors and corresponding customer demand. As such, flexibility as to working hours is a condition of your employment.

We reserve the right to vary the opening hours of the hotel and/or close it over certain periods, we reserve the right to lay you off from work for such periods of time or reduce your working hours where, due to the demands of the business, such as fluctuating seasonal demands and where through circumstances beyond its control it is unable to provide you with work for which you were employed, maintain you in employment or in full employment and where it believes that the lay off or short time will not be permanent.

You will receive as much notice as reasonably possible prior to any such layoff or short time.

You will not be paid during a lay off period and will be paid only in respect of hours worked during the periods of short time.

Alternatively, you may be transferred to another position within the hotel, with the pay, hours and terms and conditions associated with that position.

Termination of Employment

If you decide to leave the Employer, you are required to give your Manager a minimum of four weeks' notice in writing of your intention to leave in writing. A copy of the same will be kept on your personnel file.

Your entitlement to notice in respect of the termination of your employment, other than in circumstances of termination of employment without notice in compliance with the Employer's disciplinary policy, shall be in accordance with the Minimum Notice and Terms of Employment Act, 1973 ("the 1973 Act")

In the event of our terminating your employment, we shall have the right to pay any compensation due under the 1973 Act or otherwise in lieu of notice.

The Employer reserves the right to require you, without reason or notice, not to attend work during any period of notice. Where the Employer requires you to remain away from work during your notice period, which is given by you or the Employer, you will be required to comply with any conditions laid down by the Employer. During this time, you will continue to receive your normal salary and benefits of employment. You will not be permitted to work for any other person, firm, client and corporation or on your own behalf without the Employer's prior written permission.

You will not during this period, be entitled to access any Employer premises or data without prior permission from your Manager. You will be required to ensure that you are available at all times during this period at the request of the Employer.

The Employer reserves the right to terminate the employment of an employee immediately and without notice in cases of gross misconduct.

All employees must ensure they return all Employer property prior to leaving; this includes the following and is not exhaustive: by way of example only uniforms, badges, swipe keys, mobile phones, laptop, credit card and locker keys which are 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. You expressly consent to such deduction from salary or any payments due to you in accordance with the Payment of Wages Act 1991, as amended. This is an express written term of your contract of employment.

Upon separation, all employees remain covered by their ongoing obligations under the confidentiality clauses of their contract of employment.

Retirement

The normal age for retirement is 66, and it is our policy for employees to retire at the end of the month in which their 66th birthday falls. This is an express written term of your contract of employment.

Exit Interviews

At the end of your employment, an exit interview will be conducted with you. The purpose is not only to handle administrative details, but also to find out why the employee is leaving and what the Employer could do to improve the working environment for remaining and future employees.

Section 2 –

Compensation and Benefits

Personal Details

The Employer keeps a personnel file on all employees. Your personnel file contains information regarding all aspects of your employment. It contains your Letter of Offer, your performance appraisals, salary information, attendance records, training records and any disciplinary warning notices.

When you begin work, you must provide certain information to the Employer so that we can pay your salary and apply your benefits. It is your responsibility to ensure that the employee's records are up to date. Your data will be maintained in accordance with General Data Protection Regulations ("GDPR").

Tax

If you worked in Ireland before joining the Employer, please log onto www.revenue.ie and enter in our employer number which you will find on the last page of the starter form. If this is your first employment, or if you have been out of the workforce for some time, you should immediately apply to the tax office for a determination of tax credits. You should do this as soon as possible to avoid paying emergency tax at higher rates. Your tax affairs are your own responsibility and the Employer is not responsible for any under/over payment of tax as a result of inaccuracies in your tax status or allowances.

Bank Details

Your salary is paid directly into your bank account. To ensure that funds are transferred correctly, please provide us with written details as follows: Account name; Account number; Bank name; Bank address; Bank sort code. The Employer cannot pay your salary until you supply this information in full. You are responsible for its accuracy. If your bank account details change, you must inform Accounts at least 2 weeks in advance of the payroll processing date. To update your bank account details, contact accounts@lakesidemanor.ie.

Other Personal Details

Please provide us with your emergency contact numbers, details of next of kin and any medical condition or special needs. All personal information we hold about you is confidential and you are entitled to a copy of such information under the GDPR.

Changes in Personal details

You must notify us of any change of name, address, telephone number, etc., as soon as possible so that we can maintain accurate information on our records and can make contact with you or your next of kin in an emergency, if necessary, outside normal working hours. Please give these details directly to your Manager or email accounts@lakesidemanor.ie.

Payment

You will receive a payslip via email showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. PAYE, PRSI, etc.

Any pay queries which you may have should be raised with your Manager or Accounts.

Overpayments

If you are overpaid for any reason, you expressly consent to the total amount of the overpayment being deducted from you in accordance with the Payment of Wages Act 1991. Normally the overpayment will be deducted from your next payment but if this would cause hardship, arrangements may be made at the discretion of the Employer for the overpayment to be recovered over a longer period of time.

Tips

Tips left by customers are paid to employees in two forms.

1. Where a customer leaves a tip in the form of cash your manager will see that you receive your share on the same day the tip was gifted or on your next scheduled shift.
2. Where a customer leaves a tip in the form of electronic payment such as debit, credit card or room charge a monthly payment will be paid into your bank account by the accounts department. Please note the monthly payment is paid out a month in arrears. E.g. January tips will be paid into your account in the month of February.

Income Tax and Social Insurance

At the end of each tax year your end of year statement of earnings will be available to you on www.revenue.ie – My Account, showing the total pay you have received from the Employer during that year and the amount of deductions of Income Tax and PRSI made. You should

keep this document in a safe place as you may need to produce it if making enquiries with the Revenue, etc.

Staff Benefits

Life Assurance/Health care

We can provide details of Life Assurance and Health Care schemes for all employees to avail of and to contribute to the schemes directly if they wish. Contributions to these schemes are the responsibility of the employee and must be paid directly by the employee

Free staff meals

We are pleased to provide meals for members of staff while they are on duty. Each member of staff is entitled to a meal during their meal breaks allocated during their shifts. These meals can be taken in our fully equipped staff canteen.

Free Parking

Designated car parking facilities are available for employees. You are not permitted to use the customer car parking facilities unless agreed by the General Manager.

Canteen

We provide a canteen for your use, which must be kept clean and tidy at all times. It may only be used during authorised breaks. We provide refreshment making facilities, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

Section 3 – Leave of Absence

Sick Leave Policy

You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity no later than four hours before the start of your shift. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally to the Duty Manager. This is not the responsibility of a relative, friend or partner/spouse. Notification by text message or emails will not be acceptable.

Medical Certificates

If your absence has been (or you know that it will be) for longer than one working day you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

Additionally, we also require a medical certificate if you are absent on any day either preceding or following any day off.

The final medical certificate must state the date on which you are fit to resume duty.

Any abuse of our sick leave scheme will result in payment being suspended and may involve disciplinary action in accordance with our Disciplinary Procedures.

Payments

You may be entitled to state benefit during absence as a result of sickness or injury, provided you meet the criteria laid down in government regulations.

Payment during sick leave for whatever reason is never paid by the Employer.

Where the circumstances of your incapacity are by reason of injuries sustained wholly or partly as a result of actionable negligence nuisance or breach of any statutory duty on the part of any third party and you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, and if any payments are made to you by the Employer during your sick leave then that pay shall to the extent that compensation is recoverable from that third party constitute loans by the Employer to you (notwithstanding that as an interim measure income tax has been deducted from payments as if they were emoluments of employment) and shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

Return to Work

1. You should notify the Duty Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On your return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and attend a return to work meeting with a member of management. SelfCertification forms and return to work meeting forms will be retained on your personnel file.

General

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it may result in disciplinary action being taken.
4. The Employer reserves the right to have you undergo a medical examination by a doctor of our choice and to take into account the prognosis given by that doctor if the period of absence or nature of illness is a cause for concern to it. You consent to the use by the Employer of the medical report produced following such examination.

This form should be completed on your return to work following any period of sickness.
A medical certificate or certificates should already have been provided to cover the period of absence

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Dates of sickness		
FROM	(Including non-working days)	TO
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dates of absence		
FROM		TO
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Details of sickness or injury

Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.
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Declaration	
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.	
I acknowledge that false information will result in disciplinary action.	
I hereby give my employer permission to verify the above information.	
Signed _____	Acknowledged _____
_____	_____
	(employee)
	(for employer)

Unusual Absence Policy

The Unusual Absence Policy is designed to address situations such as inclement or serious weather conditions, transport strikes/disruptions and natural disasters which may result in an employee not being able to attend for work. Such circumstances may also result in employees arriving late to work, leaving early or being required to work from home.

It is the employer's policy to stay open for business where possible during times of serious weather conditions and employees are expected to make every reasonable effort to attend for work at these times.

An employee who is unable to attend for work for reasons outside of their control and have been left with no feasible manner of transportation to the workplace, is expected to exhaust other methods of transport to the workplace. This may include leaving extra time for the journey and/or taking an alternative route.

If you cannot attend the workplace due to a reason as set out above, you must contact your manager by telephone as early as possible and no later than four hours before the time when you are normally expected to start work.

You should inform your manager of the exact reasons that you cannot travel to the workplace and the expected length of your absence from the workplace. The employer will consider all the circumstances including the distance the employee has to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances. If conditions improve sufficiently during the day, employees should report this to their manager and attend work unless told otherwise.

Absence that has not been notified according to the above reporting procedure will be treated as an unauthorised absence. Cases of unauthorised absence will be dealt with under the Employer's Disciplinary Procedure.

Employees may be required to work from home, where possible, or from an alternative place of work, if available. Your manager will advise you of any such requirement.

Where serious weather conditions are predicted for the following day employees are expected to make appropriate arrangements with their Manager and IT before leaving the workplace in

the event that they cannot travel to work and are required to work from home. If an employee has been approved to work from home during such times, they will receive their normal pay.

You will not be entitled to be paid for time during which you are unable to attend the workplace due to extreme weather or other travel disruptions and the workplace remains open. In such circumstances the employer may agree one of the following options with you: (a) Take the time/days from your annual leave entitlement; (b) Take the time/days as a period of unpaid leave; (c) The time/days can be worked back. The option chosen in each situation is at the discretion of the employer.

Your manager will be responsible for deciding whether any request to leave early as a result of adverse weather or transport disruption is warranted, bearing in mind all available information including the infrastructure, home address and mode of transport of the employee concerned. In circumstances where your manager is satisfied that leaving the workplace early is justified, the loss of time will be managed by giving consideration to use of the appropriate options detailed above.

In the event that the premises at which you normally attend for work is unable to open due to inclement weather/natural disaster/or some other reason outside of the employer's control, the employer will make every effort to notify you as soon as possible. In all other circumstances you are expected to make every effort to attend the workplace as outlined above.

Annual Holidays

The holiday year runs from the 1st January until the 31st December.

Your annual holiday entitlement is shown in your letter of offer. Holidays must be taken within the holiday year, unless specific written permission is given by your General Manager in advance of the end of the holiday year. Any holidays subject to written permission and carried into the next annual leave year must be taken before the 31st March of the following leave year. Any holiday entitlement not taken by the extended deadline will be lost. Any holiday entitlement accrued but not taken in the year during which it falls due and not subject to specific written permission, will be lost.

Conditions Applying to Your Annual Leave Entitlements

1. You should complete the holiday request form for all holiday requests and have it signed by your Manager before making any firm holiday arrangements.

2. Holiday requests will only be considered if you present them on the Employer Holiday Request Forms.
3. We will allocate agreed holiday dates on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year. The Employer will endeavour to meet employees' requirements as to the timing of annual leave; however, it should be noted that such timing is granted at the discretion of the Employer and may be refused if for example the Employer is left understaffed at a busy period. Annual leave during peak times including April-September and over the Christmas and New Year period will be limited.
4. The Employer may from time to time require Employees to take holidays at certain times such as during periods of closure of the Hotel or during less busy periods. The employer endeavours to give the employee as much notice as possible of any requirement to take annual leave.
5. You should give at least four to six weeks' notice of your intention to take holidays and two weeks' notice is required for odd single days.
6. You may not normally take more than three working weeks consecutively but may do so at the discretion of the Employer and with your Manager's specific written consent.
7. Your holidays will be paid at your normal basic hourly/daily rate of pay.
8. Annual leave will be calculated on a pro-rata basis in the year of joining/leaving the Employer.
9. In the event of the termination of your employment for whatever reason any holidays accrued but not taken in the current holiday year will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata in the holiday year, and then the appropriate deductions from your final wages/salary will be made. This is an express written term of your contract of employment.
10. You may be required to take unused holidays during your notice period.

Public Holidays

The nine public holidays are New Year's Day, St Patrick's Day, Easter Monday, First Mondays in May, June and August, Last Monday in October, Christmas Day and St Stephen's Day. You will be entitled to an additional day of annual leave in respect of any public holiday you are required to work.

Part-time employees are entitled to paid public holidays if they have worked at least 40 hours in the 5 weeks before the public holiday in question.

Holiday Request Form

All holidays must be taken within the leave/holiday year, as they cannot be carried over into the next year. Please be aware that holidays may not be granted between the Months of April-September and over the Christmas and New Year period.

Please note all holiday request forms must be submitted at least four weeks before the date of holiday requested and at least 14 days before any single days leave requests and all requests are subject to approval.

Force Majeure Leave Policy

The purpose of force majeure leave is to provide paid leave, in the event that a member of an employee's family has suffered an illness or injury and the employee's presence is required in accordance with the Parental Leave Act, 1998, as amended and the Parental Leave (Amendment) Act 2006, as amended. This policy covers all employees.

Force majeure leave covers the following family members:

- Parent
- Natural or adoptive child or child to whom you are acting in loco parentis
- Spouse
- Cohabitant
- Brother/Sister
- Grandparent

Employees will be entitled to up to 3 days paid force majeure leave in a 12-month period or up to 5 days in a 36-month period. Force majeure leave is available to any employee whose situation meets the following criteria

- Urgent;
- Immediate
- Indispensable

In these circumstances force majeure leave may be taken in respect of the above-defined family member. The employer acknowledges that it is not feasible for employees to give notice requesting force majeure leave. However, as soon as practical the employee needs to discuss in detail with their Manager the reasons for taking force majeure leave and thereafter a formal notice outlining a summary of the facts needs to be recorded and given to the employee's manager. This information will remain strictly confidential and only relevant information to your employment will be kept in the employee's file. On return to work, you will be asked to sign the formal notice confirming that you have taken Force Majeure Leave.

Prior medical appointments will not be deemed eligible by the employer for force majeure leave.

Any employee found to be abusing their right to force majeure leave will be subject to the disciplinary procedure.

Jury Duty

Employees called for jury duty service will be excused from work for such periods as required by the court.

If you receive a Jury Summons requiring you to attend jury service, please give a copy to your Manager as soon as possible and before you confirm that you are available you must check if the proposed date of the jury service would pose difficulties for the Employer, you may be asked to seek a deferment of your jury service.

If you report for jury service and are not called as a juror, you should return to work immediately. An employee found to be abusing their right to this leave will be subject to the disciplinary procedure.

Maternity Leave Policy

The maternity leave policy is drafted in accordance with the Maternity Protection Act, 1994 and 2004 and the Maternity Protection Act 1994 (Extension of periods of Leave) Order 2006. The Maternity Leave Policy provides time off for female employees, who are pregnant, have recently given birth or who are breastfeeding up to the 26th week after their date of confinement. The policy also provides time off for male employees in the event of the death of the mother during, or shortly after, childbirth.

Statutory maternity leave is 26 weeks. The employee must take at least 2 weeks leave before the end of the week of the expected date of confinement and no less than 4 weeks after the actual date of confinement. The employee is also entitled to an additional 16 weeks unpaid leave which if availed of, must be taken immediately after her maternity leave. Within these parameters, the employee can choose how to divide her maternity leave before and after the birth of the baby.

The policy covers all expectant mothers and fathers, employees who have recently given birth and employees who are breastfeeding. It applies to part-time, full time and fixed-term employees.

Notification Procedure

An employee must notify her manager, in writing, of her intention to take maternity leave no later than 4 weeks before her maternity leave is to begin. However, to assist in the smooth running of the employer, earlier notification of pregnancy is appreciated.

The employee must produce a medical certificate confirming the pregnancy and giving the expected date of confinement.

The employer understands that in the case of a premature birth, the employee's 26 weeks

maternity leave will generally begin from the date of actual confinement but you are obliged to confirm the date of confinement in writing within 2 weeks.

Payment during Maternity Leave

The employer does not have any legal obligation to pay any salary during the period of Maternity Leave, since the employee will be claiming maternity allowance from the Department of Social Protection.

In general terms, maternity allowance from the Department of Social Protection is payable at 80% of a woman's reckonable earnings in the relevant income tax year (generally the previous tax year) subject to variable minimum and maximum payments. The allowance is payable over the period of 26 weeks. In order to ensure continuation of payment, the following procedure must be adhered to:

- Approximately 10 weeks prior to the expected date of birth, the employee must
- apply to the Dept. of Protection (Maternity Benefit Section), quoting her PRSI Number and should request an MB10 form. These forms are available on the internet. Should you not have internet access, please contact your Manager and a form will be given to you directly.
- A copy of the form will be given to your Manager for your file.
- Payment will continue for a period of 26 weeks.

The additional 16 weeks is taken at the employee's expense and is subsidized neither by the Department of Protection or the employer

Returning to Work after Maternity Leave

An employee must notify her Manager in writing of her intention to return to work and the Intended date of return, not later than 4 weeks before her intended return. This notification requirement is essential.

When maternity leave ends, an employee will be entitled to return to her usual job so far as it is reasonably practicable. However, if this is not possible, the employee will be offered suitable alternative work, with terms and conditions not substantially less favourable than those that applied to her previous role.

Additional Maternity Leave

Employees are entitled to up to 16 weeks additional unpaid maternity leave.

An employee is obliged to notify the employer in writing at least 4 weeks before her proposed or expected return date if she intends to avail of her entitlement to additional unpaid maternity leave.

The employee may decide to cancel this notification providing at least 4 weeks' notice of her expected return date.

The additional maternity leave commences immediately after the end of the maternity leave.

Employees NOT Returning to Work after Maternity Leave

If the employee intends to resign after her maternity leave, the employee should endeavour to give this notice BEFORE the maternity leave starts in order to be effective when the maternity leave ends. Benefits will stop at the end of the 26 weeks of maternity leave. Any notice or resignation given by the employee during her maternity leave is void. After the maternity leave finishes the employee must return to work and the normal notice period for termination of employment will apply.

Health & Safety Leave during Pregnancy

An employee, who is pregnant, has recently given birth or who is breastfeeding, will not be placed in any job that is a risk to her health and safety or the health and safety of her child. If such a risk exists, or is perceived by any party to exist, a risk assessment will be undertaken by a competent third party/our health and safety officer to assess the extent of the risk. It will be the employer's policy to remove the risk, either by assigning the employee to other suitable employment or by placing the employee on health and safety leave.

An employee will be paid for the first 21 days of health and safety leave. Thereafter she may be entitled to receive benefits from the Department of Protection.

Returning to Work after Health and Safety Leave

Health and safety leave ends on commencement of maternity leave if the leave commenced while the employee was pregnant. Alternatively, it ends not later than the 26th week after the date of confinement, where it was given to an employee who is breastfeeding, or on the date that the employee ceases to breastfeed, if sooner.

Paternity Leave

In the event of the death of the mother of an employee's child, before the expiry of the 24th week following the week of her confinement, the father will be entitled to avail of leave. The duration of such leave depends on when the death of the mother occurred.

If the mother dies before the end of the 16th week following her week of confinement, the father will be entitled to a period of leave up to the end of that 16th week. In this instance, the father may decide to avail of up to 8 weeks further paternity leave if he so wishes. This is known as further fathers leave.

If the mother dies between the end of the 16th week and the end of the 24th week following the date of confinement, the father will be entitled to a period of leave up to the end of the 24th week. An employee must notify his Manager on the first day of the leave of his intention to take leave and the duration of the leave. This leave must commence within 7 days of the death of the mother.

An employee must notify his Manager of his intention to take further father's leave either at the time of the notification to take the first period of father's leave, or not later than 4 weeks before the expected date of return from this first period, had the further period not been taken.

Protection of Rights

An employee will maintain all of his or her employee rights while on leave including the entitlement to public and annual holidays.

Postponement of Leave in the Event of the Hospitalisation of the Child

Where the child falls ill and is hospitalised, and the mother has availed of at least 4 weeks after the week of confinement, then she may apply to have the remaining maternity leave, and up to 16 weeks additional maternity leave, postponed until the child is released from hospital.

In the case of a father on paternity leave, where the child is hospitalised, the father may apply to have the remainder of his leave, and any further paternity leave postponed until the child is released from hospital. The decision to offer this postponement lies entirely at the discretion of the employer.

The employer requires an employee to request such a postponement directly from her manager. Notification should be made as soon as reasonably practical and a letter from the hospital confirming the hospitalisation of the child should be forwarded with this notification. The employer will respond to such a request as soon as is reasonably practicable, confirming the postponement of the leave or otherwise. Where the postponement is granted, the employee will return to work on an agreed date. The maximum period of postponement of leave is six months from the date of postponement.

Resuming Postponed Leave

Before resuming maternity leave, additional maternity leave, fathers leave or further fathers leave, the employee must provide a letter or appropriate document from the hospital or the child's GP confirming the date that the child was discharged from hospital. Resumed leave must commence within seven days of the child's discharge from hospital.

Where an employee is absent from the workplace due to illness during the period of postponement, he/she will be deemed to be on resumed leave from the first day of absence.

Employee Absence Due to Sickness During Period of Postponement

Should an employee decide that he/she would prefer to avail of sick leave rather than maternity leave, additional leave or resumed leave, it is necessary to write to your Manager and confirm this. It should be noted, however, that where an employee opts to take sick leave, the employee forfeits their right to any remaining leave entitlements under the Maternity Protection Acts, 1994 - 2004.

Termination of Additional Maternity/ Paternity Leave Where an Employee Falls Ill

Should an employee fall ill during her additional maternity leave, or where she has indicated her intention to avail of additional maternity leave and then falls ill, or where a father falls ill during paternity leave, he/she may apply to your Manager to commence sick leave instead of taking the remaining additional maternity/paternity leave. Where such a request is made, and granted, then the employee forfeits their right to the remaining additional leave. In such circumstances, the sick leave will be treated in the same manner as any other absence on sick leave, and normal sick leave reporting arrangements will apply. The decision to offer this termination of leave lies entirely at the discretion of the employer.

Ante-Natal and Postnatal Care

An employee is entitled without loss of pay to take such time off work during her normal working time as is necessary to keep ante-natal and postnatal medical appointments for the first 26 weeks following the date of confinement.

An employee must give her Manager two week's written notice of any appointment and must be able to produce a certificate/record that the visit took place.

If an employee needs urgent medical attention, she must give written notice of the appointment within 1 week of the appointment having taken place.

The employer reserves the right to refuse payment for time-off to employees where there is an abuse of this procedure, and any such abuses will be dealt with under the employer's disciplinary procedure

Ante-Natal Classes

Paid leave will be granted to expectant mothers and fathers in respect of ante-natal classes, subject to the following:

1. An expectant mother shall be entitled to paid time off, as is necessary, to facilitate her attendance at one set of ante-natal classes other than the last three classes in such a set.
2. An expectant father will be provided paid time off, as is necessary, to facilitate his attendance at the last two ante-natal classes in a set of classes which the expectant

mother is attending. This is a once-off entitlement for fathers in relation to one birth only.

These entitlements are subject to the employee providing written notification of the times and dates of relevant classes at least two weeks in advance of their occurrence. Written notification should be accompanied by an appointment card from the relevant body running the classes. These requirements may be waived in special circumstances where the failure to provide notification is not due to an employee's neglect. In such circumstances the employee must provide evidence of attendance at the ante-natal class, and also provide a detailed explanation as to why he/she failed to adhere to this notification procedure.

The employer reserves the right to refuse payment for time-off to employees where there is an abuse of this procedure, and any such abuses will be dealt with under the employer's disciplinary procedure.

Provision of Breastfeeding Breaks

An employee who is breastfeeding will be entitled to work breaks equivalent to one hour per day for the purposes of breastfeeding in the workplace. This entitlement may be availed of for up to 26 weeks after the date of confinement. Breastfeeding breaks may be taken as one 60 minute break, two 30-minute breaks, or three 20-minute breaks per day as agreed with her manager. Part-time employees will be entitled to a pro-rata benefit that is provided to full-time employees.

To avail of this benefit, an employee must inform her Manager of her intention to avail of work breaks when advising the employer that she will be returning to work, i.e. not later than four weeks before the intended return to work date. An employee should include a copy of the child's birth certificate with such an application. Availing of such breaks will not result in any reduction of salary for the employee.

The maternity protection legislation provides that employees must follow the formal steps of notification to protect their entitlement to maternity leave. Please contact your Manager if you have any questions in relation to the procedures to be observed.

Adoptive Leave Policy

If you plan to take adoptive leave, you must give us prior notification and we will be happy to assist in any queries you may have in this regard.

The purpose of the employer's adoptive leave policy is to provide time off to employees who have adopted a child so as to allow time for familiarisation and bonding. The policy provides leave to adopting mothers, sole male adopters and in certain circumstances, adopting fathers if the adopting mother has died in accordance with the provisions of the Adoptive Leave Act 1995 and 2005, as amended and the Adoptive Leave Act 1995 (Extension of Leave) Order 2006, as amended.

Adopting Mothers and Sole Male Adopters

Adopting mothers and sole male adopters are entitled to 24 weeks paid adoptive leave from the date of placement and an additional 16 weeks unpaid leave at the end of this 24-week period.

An adopting mother or father must notify their Manager in writing, of their intention to take adoptive leave no later than 4 weeks before the expected date of placement. An employee must also provide their Manager with the expected date of placement.

In the case of an Irish adoption, the employee must, no later than 4 weeks after the date of placement, produce a certificate of placement to their manager. In the case of a foreign adoption, a declaration of eligibility and suitability must be produced as soon as is reasonably practicable.

Payment during Adoptive Leave

The employer does not have any legal obligation to pay any salary during the period of Adoptive Leave. You should contact the Department of Social, Community and Family Affairs in advance of your adoptive leave to establish whether you are entitled to, and the procedures for obtaining, statutory benefit. Payment by the Department of Social and Family Affairs will be available if the employee has paid the relevant PRSI contributions and provides a certificate of placement in the case of Irish adoptions or a declaration of eligibility and

suitability in the case of foreign adoptions. A copy of the form should be given to your Manager for your file. Payment will continue for a period of 24 weeks.

The additional 16 weeks is taken at the employee's expense and is subsidized neither by the Department of Social and Family Affairs or the employer.

Additional Adoptive Leave

If an adopting mother or sole male adopter wishes to take additional unpaid adoptive leave of up to 16 weeks, he/she must inform their Manager of this intention, at the same time as notification is given for adoptive leave, or no later than 4 weeks before he/she is expected to return to work at the end of adoptive leave.

In foreign adoption cases, an adopting mother or sole male adopter may take some of the additional leave before the placement of the child. If the employee wishes to do so, he/she must notify their Manager in writing 4 weeks before the leave is due to begin. A declaration of suitability and eligibility must also be supplied.

Adopting Father's Entitlement

In the unfortunate event of an adopting mother's death, the adopting father will be entitled to leave. This leave will be 24 weeks, if the mother dies before the day of placement. If the mother dies on or after the day of placement, the leave will be 24 weeks less the period that the mother was alive after the date of placement.

An employee should notify the employer as soon as is reasonably practicable, but leave will start immediately if the mother dies after the day of placement. In the case of an Irish adoption, the certificate of placement must be given to the Manager not later than 4 weeks after the date of placement or 4 weeks after the leave has commenced.

In foreign adoption cases, the Manager must be supplied with the declaration of suitability and eligibility not later than 4 weeks after the leave begins.

Additional Father's Leave

An adopting father may request additional father's leave of 16 weeks. If the mother dies on or after the 16th week, the additional leave will be 16 weeks less the period that the mother was alive after the 24th week.

In foreign adoption cases, the adopting father may take some or all of the additional leave before the date of placement. Written notification must be supplied to the employee's Manager before the leave begins.

In foreign adoption cases the Manager must be supplied with the declaration of suitability and eligibility no later than 4 weeks after the leave begins.

Protection of Rights

An employee will maintain all of his or her employee rights while on leave including the entitlement to public and annual holiday

Returning to Work

An adopting parent must provide the employer with written notification of their intention to return to work no later than 4 weeks before the intended date of return.

If an adopting father's entitlement is less than 4 weeks, he must notify the employer of his intended return date at the same time as he gives his notification of taking leave.

When adoptive leave ends, an employee will be entitled to return to their usual job so far as it is reasonably practicable. However, if this is not possible, the employee will be offered suitable alternative work.

Parental Leave Policy

The purpose of this policy is to provide unpaid parental leave in accordance with Parental Leave Act, 1998, as amended and the Parental Leave (Amendment) Act 2006 and the Parental Leave

(Amendment) Act, 2019, as amended to employees with more than one year's continuous service, who are natural parents, adoptive parents or who are acting in loco parentis to take care of a child under 12 years or older in specified conditions.

Parental leave is available to employees who meet the following criteria:

1. Any employee who is a natural or adoptive parent or who is acting in loco parentis is entitled to 22 weeks unpaid leave to enable him/her to take care of their child. From 1st September 2020, this period is extended to 26 weeks.
2. The child must be under 12 years of age or 16 years of age in the case of a child with a disability.
3. If the child is adopted when he/she is 6 years of age but not yet 12 years of age parental leave must be taken within 2 years of the adoption order.
4. The leave may be taken in one block of weeks or broken down into pre-planned time off with the agreement of the employer; this will be recorded on the Employees' file.
5. Unpaid parental leave is available per eligible child, and the maximum time off in any one-year is 18 weeks (except in the case of multiple births e.g. twins).
6. Such leave is non-transferable between parents unless both parents are employed by the employer and in such cases the leave may be transferred with the employer's agreement.
7. Employees who have less than 1 years' service may be entitled to a pro-rata parental leave entitlement after 3 month's service, if the child is about to go beyond the specified age limit. The parental leave entitlement is one week's
8. Unpaid leave for each month of continuous employment.
9. Periods of training or probation will be extended to take account of the number of weeks absent due to parental leave.
10. All employment rights are protected while on parental leave. Public holidays, annual leave, sick leave, force majeure leave or maternity leave are not considered to be part of parental leave.

Part-time employees will be entitled to unpaid parental leave on a pro rata basis. This is calculated on the average number of hours worked per week in the 184 working weeks prior to the commencement of the parental leave. Parental leave is to be taken in one block of 18 weeks unless the Employer agrees otherwise. Generally, the maximum time off in anyone year is 18 weeks.

In cases where the leave could have an adverse effect on the business, the employer reserves the right to postpone its commencement for up to 6 months. Such a requirement will always be discussed with the employee, and then put formally in writing.

Any employee, who has already availed of their parental leave entitlement, is entitled to avail of a further period of 4 weeks from 1st September 2019; and another further period of another 4 weeks from 1st September 2020.

Remuneration (Pay & Superannuation)

The employer reserves the right to discontinue the employee's salary, pension and medical insurance contributions during the course of parental leave; however, employees may wish to continue making these contributions under separate cover.

During parental leave, the employer's payment of pension contributions (if any) will cease. However, subject to Revenue limits, you can "top up" your pension contributions before or after your period of parental leave.

Applying for Parental Leave

Requests for parental leave must be made to your Manager a minimum of 6 weeks prior to the proposed date of commencement. The request must specify the commencement date, duration and mechanism for taking the parental leave. A Birth Certificate for the child must be attached.

Before starting parental leave, you must complete a form at least 4 weeks prior to the date of commencement which will specify the date of commencement of the leave, its duration and may specify the manner in which it is to be taken. The employee and the employer will hold signed copies of this document. All the employer copies will be held on the individual's Personnel record. It is important to keep your own records if you are availing of parental leave.

As far as is practicable, you will return to your normal job on completion of your parental leave. If this is not possible, you will be offered suitable alternative employment.

The entitlement to parental leave is subject to the condition that it be used to take care of the child concerned. Abuse of your parental leave entitlement will result in termination of your entitlement and will be subject to the employer's disciplinary procedures.

Paternity Leave Policy

In accordance with the Paternity Leave and Benefit Act 2016, the Employer shall provide two weeks' Paternity Leave to fathers of new- born children or newly placed adopted children.

An Employee who wishes to avail of Paternity Leave may take a single two-week block commencing within the first twenty- six weeks of the date of birth of the new born child/date of placement of the adopted child.

An Employee who wishes to avail of Paternity Leave must notify his manager in writing, of his intention to take Paternity Leave no later than 4 weeks before the expected date of confinement/date of placement.

An Employee must provide a birth certificate or in the case of adoption, a certificate of placement or in the case of foreign adoption, a declaration of eligibility and suitability as soon as reasonably practicable, if requested to do so.

The Employer does not have any legal obligation to pay any salary during the period of Paternity Leave. The Employee may claim paternity benefit from the Department of Social Protection.

Any breach of the Paternity Leave Policy will be dealt with as an offence under the disciplinary procedure.

Carer's Leave Policy

In accordance with the Carer's Leave Act, 2001, as amended and the Social Welfare Law Reform and Pensions Act 2006, employees who have more than three months continuous service are entitled to take up to 104 weeks leave in order to provide full-time care and attention to a "relevant person" requiring it. This leave is unpaid by the employer but employees may avail of Carer's Leave benefit subject to their PRSI contributions from the Department of Social Protection.

Definition of a Relevant Person

A care recipient will be considered to be a "relevant person" if he/she has such a disability that he/she requires full time care and attention. A relevant person shall be regarded as requiring full time care and attention where he or she has such a disability that he or she requires from another person either continual supervision and frequent assistance throughout the day in connection with normal bodily functions, or continual supervision in order to avoid danger to himself or herself.

The following conditions must be met:

1. The employee must be providing full time care and attention to the relevant person;
2. The nature and extent of the disability has to be certified in the prescribed manner by a medical practitioner;
3. The employee must not engage in alternative work whether as an employee, self employment or otherwise for more than 10 hours per week;
4. The employee must give at least six weeks' notice before commencement of the leave;
5. The employee is obliged to notify their Manager of any change in circumstances which affect the right to carer's leave;
6. An employee must give at least four weeks' notice of their intention to return to work;

7. Another employee must not be absent from employment on carer's leave for the purpose of providing full-time care and attention to the same relevant person.

Entitlement

The employee must have at least three months continuous service with the employer before being entitled to Carer's Leave. Along with the service requirement, the employee will only be entitled to Carer's Leave if the following conditions are fulfilled:

1. The person the employee wishes to care for is considered to be a relevant person.
2. The employee provides full time care and attention to the care recipient.
3. The employee does not engage in employment or self-employment during the period of the leave with the exception of attending an educational or training course or taking up voluntary or community work for up to 10 hours per week; engaging in limited self employment in the employee's home; engaging in employment outside the home for up to 10 hours per week. This must be approved by the Department of Social Protection.
4. The employee has provided the employer with a decision letter from a deciding officer of the Department of Social Protection, stating the person in respect of whom the employee proposes to take Carer's Leave is a relevant person.
5. The employee notifies the employer of any change in circumstances which effect their entitlement to Carer's Leave as soon as is reasonably practicable.

In general, an employee is only entitled to leave for one relevant person at a time. An exception to this allows an employee, while on Carer's Leave, to apply for leave in respect of a second care recipient who lives with the first care recipient. If this application is approved and the second care recipient is deemed to be a relevant person, then the second period of leave shall begin on the date that the deciding officer's final decision is made and must finish at the latest 104 weeks from its commencement. Where leave for the second person is approved in this situation, the employee does not need to reapply to the employer before it can begin but must contact and inform us of the change and the expected date of return to work.

Procedure

An employee wishing to take leave must apply to the Minister for Social Protection for a decision by a deciding officer under the Social Welfare (Consolidation) Act 1993. The deciding officer will be responsible for verifying that the prospective care recipient is a relevant person. The Department of Social Protection also decides an employee's entitlement to Carer's Benefit, which is based on the employee's PRSI contributions. If the employee does not have sufficient PRSI contributions to entitle them to Carer's benefit that does not preclude them from being entitled to Carer's Leave.

The employee makes the application using the Carer's benefit claim form eight weeks before they intend to begin Carer's Leave. When the deciding officer has assessed the application, they will issue a decision. If the leave is to be granted, a copy of the decision of the deciding officer must be given to the employer before the leave can commence.

Termination of Leave

Carer's Leave will terminate in the following circumstances:

1. On the date of termination of the period the Carer's leave specified in the confirmation document;
2. On a date agreed between the employer and the employee;
3. Where the person in respect of whom the employee has taken Carer's Leave ceases to satisfy
4. The conditions for a relevant person;
5. Where the employee ceases to satisfy the conditions for the provision of full-time care and attention;
6. On the date which the employer notifies the employee to return to work following a decision of a deciding officer or an appeals officer that the leave should end;
7. The leave will terminate six weeks after the death of the relevant person.

Returning to Work

An employee must inform their Manager of their intention to return to work not less than four weeks before the date he/she intends to return. An employee is entitled to return to work at the end of a period of Carer's Leave with the employer in the job held immediately prior to the leave and under the same terms and conditions of employment, so far as is reasonably practicable. However, if this is not possible, the employee will be provided with suitable alternative employment, the terms of which will not be substantially less favourable than the terms of their original job.

Employment Rights

Carer's leave is reckonable service for the purposes of your employment. An employee is regarded as remaining in employment with the employer during absence on Carer's Leave and retains all employment rights except the following:

- The right to remuneration;
- Annual leave (after 13 weeks of absence for each relevant person);
- Public Holidays (after 13 weeks of absence for each relevant person);
- Superannuation benefits; and
- Any obligation to pay contributions in, or in respect of, the employment.

Time Off

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside of your normal working and rostered hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will be unpaid.

Bereavement Leave

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off for the death of a close relative, for example spouse, child, parent, brother, sister, in-law, is therefore inappropriate. In such cases you should discuss your circumstances with your Manager and agree appropriate time off which will be unpaid.

Section 4 - Dignity and Respect

Introduction

“Dignity is about self-worth, about the quality of being worthy of respect and about celebrating the individual differences and similarities that each person brings to the workplace.

We are committed to protecting the dignity of all of our employees by implementing and promoting measures to create a safe and respectful work environment, free from discrimination and harassment behaviour by dealing professionally with any complaints of such conduct. All employees have an obligation to ensure that they create and maintain an environment free from bullying and harassment.

This policy is designed to protect all employees from any prohibited behaviour by colleagues, clients, business contacts, contractors, suppliers and anyone with whom employees are reasonably likely to come across in the course of employment.

This policy extends beyond the place of work to online social media sites and off-site work related occasions including social events, business trips, training courses regardless of location or whether they take place during normal working hours.”

Equal Opportunities Policy

We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedures, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy may lead to disciplinary proceedings and, if appropriate, disciplinary action.

The Employer is an equal opportunities employer. Our employment policies are based on principles of equal opportunity for all in relation to recruitment, conditions of employment, training, development, transfer and promotion.

Discrimination is defined in the Employment Equality Acts 1998, amended as "treating a person less favourably than another is, has been or would be treated". Discrimination may occur where a job applicant, employee or client is treated less favourably than another on the basis of: -

Gender, family status, religion, disability, marital status, sexual orientation, age, race and/or membership of the travelling community. Discrimination may also occur where a condition or requirement is applied to all, but cannot be easily complied with by a particular person or group.

We will ensure that the policy is circulated to any agencies responsible for our recruitment

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

We will maintain a neutral working environment in which no worker feels under threat or intimidated.

Discrimination against any person including job applicants, employees and clients on the grounds stated above is prohibited by the Employer. Any requirement or condition which has a disproportionate adverse effect on anyone and which can be shown not to be relevant to their job requirement is also prohibited.

It is the responsibility of every Manager in the Employer to support and communicate the Equal Opportunities Policy. Managers must encourage open discussion with their employees to identify and resolve problem areas. All employees in turn must accept their personal responsibility to comply with this policy. This includes maintaining acceptable standards of behaviour at all times to colleagues and clients alike.

Anti-Bullying, Harassment and Sexual Harassment Policy and Procedure

The Employer is committed to ensuring that our place of work is free from and does not tolerate harassment, sexual harassment, bullying or victimisation of any nature. All employees have the right to be treated with dignity and respect. The aim of this policy is to provide a high-quality service in an atmosphere of respect, collaboration, openness, safety and equality. Furthermore, this policy aims to indicate what constitutes harassment, sexual harassment, bullying and victimisation and what action the Employer will take if it needs to, to deal with an offence of this nature.

Bullying, harassment, sexual harassment and victimisation will not be tolerated by the Employer.

This policy is applicable to all employees irrespective of length of service and to clients, business contacts, contractors, suppliers and to everyone with whom employees are reasonably likely to come across in the course of employment.

We respect the individual dignity of everyone involved in our work. The Employer requires all employees, clients, customers, business contacts and suppliers to make sure that their behaviour towards others is respectful and courteous at all times. Every member of staff has a responsibility to create and contribute to the maintenance of a work environment free from harassment, sexual harassment, bullying and victimisation. Every employee has an obligation to be aware of the effects of their own behaviour on others.

This policy extends beyond the place of work to on line social media sites, off-site work-related occasion including work-related social events.

Any breach of this policy shall be dealt with in accordance with the Employer's disciplinary procedure and may result in dismissal.

Please report any incidents or concerns of bullying, harassment or sexual harassment to your Manager or any member of management.

Harassment

The Employer is committed to creating a working environment in which employees do not feel apprehensive because of their gender, civil or family status, sexual orientation, race, religious belief, disability, age or membership of a travelling community.

Harassment is defined as any form of unwanted conduct related to one of the nine protected grounds (listed above) which has the purpose or effect of violating a person's dignity and creating an offensive, intimidating, humiliating, hostile or degrading environment for the person in the workplace or in the course of employment or if not in the workplace or in the course of employment but which behaviour causes the employee to be treated differently in the workplace or in the course of their employment. Any act or conduct includes spoken words, gestures or the production, display or circulation of written words, pictures or other material.

Harassment in any form is unacceptable, is a form of discrimination and is not tolerated by the Employer.

Harassment can include the following non-exhaustive list of examples:

- i) Verbal harassment – jokes, comments, ridicule or songs
- ii) Written harassment –text messages, social media messages, emails or notices
- iii) Physical harassment – jostling, shoving or any form of assault
- iv) Intimidatory

harassment – gestures, posturing or threatening poses v) Visual displays such as posters, emblems or badges vi) Isolation or exclusion from social activities

Sexual Harassment

Sexual harassment is defined as any act or form of unwanted verbal, non-verbal, physical conduct of a sexual nature which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating, or offensive environment for the person including, without prejudice to the generality to the foregoing, acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other material.

A single incident may constitute sexual harassment. The following is a non-exhaustive list of examples of activities that may constitute sexual harassment:

Physical conduct of a sexual nature – this may include unwanted physical contact such as unnecessary touching, patting, pinching, brushing against another employee's body, assault, sexual assault, coercive sexual intercourse.

Verbal conduct of a sexual nature – this includes unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that such suggestions are unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendos or lewd comments.

Non-verbal conduct of a sexual nature – this may include the display of pornographic or sexually suggestive pictures, objects, written materials, emails, text-messages, multi-media messages, social media messages or faxes. It may also include leering, whistling or making sexually suggestive gestures.

An individual will decide what behaviour is unwelcome - not what the perpetrator, the Employer or another colleague finds unacceptable. This policy covers all employees, as well as anyone invited onto the Employer's Property.

Bullying

Bullying is defined as: "repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated incident of the behaviour described in this definition may be an affront to dignity at work but, as a once off incident is not considered to be bullying".

The following is a non-exhaustive list of examples of types of behaviour considered to be bullying which are prohibited by the Employer:

Verbal Abuse - Shouting, making jokes, unfair and excessive criticism, ridiculing the employee in front of other employees and individuals, setting unrealistic and unattainable targets, spreading false truths about the individual around the Employer etc.

Non Verbal Abuse - Looks, gestures, displaying emblems on clothing, exclusion, whistling, isolation at lunch breaks or social events etc.

Physical Abuse - Hitting, bodily contact that is abusive in nature, shaking fists in a threatening manner, sabotaging a colleague's personal belongings etc.

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner.

Action to be taken if you are being bullied at work

If you believe you are the victim of bullying/harassment please take account of the following key points: -

- i) Remain as calm and collected as possible;
- ii) Record the incidents including days, dates, times and what was said during the alleged incidents and if there were any witnesses;
- iii) Write down how the incident of bullying made you feel at the time;
- iv) Try and confront the bully and inform him/her that you find their behaviour unacceptable and ask them to stop immediately;
- v) Talk to a colleague, your Manager or any member of management about the incidents;
- vi) Keep copies of any materials you receive from the perpetrator as this may be needed at a later date;
- vii) Don't feel you have encouraged this behaviour or brought this on yourself;
- viii) Follow the procedure set out in this handbook.

Victimisation

Victimisation occurs where a person is treated less favourably than another because he/she has in good faith made a complaint to the Employer in relation to harassment, sexual harassment and/or bullying behaviour or has sought to exercise their rights under the Employment Equality Act 1998, as amended.

Any victimisation of, or retaliation against, a complainant or an employee who gives evidence regarding harassment, sexual harassment or bullying will be subject to disciplinary action up to and including dismissal.

Procedure for Reporting and Investigating Complaints of Harassment, Sexual Harassment, Bullying and Victimisation

If you believe you are being/have been harassed, sexually harassed, bullied or victimised in the course of your employment, you should report the matter as soon as possible.

All complaints will be taken seriously and the Employer will endeavour to follow all complaints through to resolution. Any employee who makes a complaint, supports a complainant or gives evidence pursuant to this policy and procedure, will not be victimised.

Do not assume that others are or may be aware that the activity complained of has occurred or is ongoing. We cannot deal with incidents of harassment, sexual harassment, bullying or victimisation if the incidents are not reported. You should report the behaviour to your Manager. Complaints will be dealt with sensitively and as confidentially as possible.

The Informal Procedure

The purpose of the informal procedure is to ensure that where appropriate, cases of this nature can be handled in an effective, efficient and sensitive manner.

In instances where you are unsure of whether the behaviour constitutes a form of harassment, sexual harassment or bullying, you should discuss this with your Manager, any member of management or a colleague. Please be encouraged to seek support.

1. The informal procedure is used in a situation where an offensive incident has occurred and the employee approaches the perpetrator directly to advise him/her that their behaviour is unwelcome and unacceptable and requests him/her to stop. The complainant should inform the individual of this policy and advise him/her that any further occurrence of this nature will result in a formal complaint.
2. If you do not wish to approach the perpetrator directly you can inform your Manager and request them to approach the perpetrator, outline the nature of the complaint and its impact on you. Where the perpetrator accepts the nature of the complaint, resolution of the problem may take place in a low-key manner. The manager will agree with the individual how their behaviour should be modified and a follow up meeting will be held to assess/determine that the behaviour has been modified in accordance with the discussion.

3. If the foregoing does not address the matter and if you wish and if appropriate, your Manager can refer the matter to mediation. Mediation is a voluntary and confidential process for resolving disputes wherein the parties agree to attempt to resolve the issues of the dispute without recourse to the judgment of others with the aid of a mediator.

Any information disclosed in the course of a mediation will remain strictly confidential although a note reflecting the fact that mediation has taken place and the terms of any settlement (including agreed follow-up action, if any) will be made.

Enough time needs to be allowed for the informal procedure and ongoing monitoring process to be successful. It may be necessary to consider if other working arrangements are required or feasible during this short-term phase.

During the informal procedure, your Manager will keep a record of the complaint, meetings, action agreed and monitoring undertaken. The purpose of these records is to provide evidence of the complaint having been met with an organisational response and attempted resolution.

The records will be kept in accordance with the Data Protection Acts and will be held on your personnel file in compliance with same.

The Employer will monitor the workplace to ensure that there is no victimisation arising or further incidents.

The Formal Procedure

In the event that the informal procedure does not address the matter and/or the harassment and/or bullying is repeated or continues, or where the informal procedure is inappropriate, the complainant will progress to the formal procedure.

At any stage of the Formal Procedure and where appropriate, the matter may be referred to mediation. Mediation is a voluntary and confidential process for resolving disputes wherein the parties agree to attempt to resolve the issues of the dispute without recourse to the judgment of others with the aid of a mediator.

Any information disclosed in the course of a mediation will remain strictly confidential although a note reflecting the fact that mediation has taken place and the terms of any settlement (including agreed follow-up action, if any) will be made.

These are the steps that individuals must follow in this procedure:

- 1. Make your initial complaint in writing to your Manager.**

If your Manager is involved in the incident make the complaint to another member of management. All complaints will be treated as confidential in so far as possible.

2. A Manager will be assigned to thoroughly investigate the case and a timetable will be set for the investigation.

The investigator shall notify the employee against whom the complaint has been made (the alleged perpetrator) that an allegation has been made against him/her, provide a copy of the complaint to them and advise that he/she shall be afforded a fair opportunity to respond to the allegation(s).

The investigator will meet with the complainant in the first instance to discuss the complaint and determine the most appropriate course of action. If appropriate, the manager may ask the parties if they wish to refer the matter to mediation as outlined above.

If not, an investigation will be carried out with due regard for the rights of both the complainant and the alleged perpetrator.

The Employer reserves the right to relocate the complainant or alleged perpetrator, where it is necessary for the effective running of the Employer's business. Where necessary, parties to the procedure may in some cases be asked to remain at home on paid leave to enable the Employer to investigate the complaint.

The investigator will confirm the terms of reference of the investigation. Interviews will be held with the complainant, alleged perpetrator(s) and any relevant witnesses to establish a thorough understanding of the facts of the alleged complaint. Only individuals necessary to the investigation will be involved from the initial stages.

Witnesses will be expected to respect the privacy of both parties by refraining from discussing the allegations or anything to do with the investigation with other work colleagues or other persons outside the Employer. Witnesses will be expected to fully cooperate with the process. It will be considered a disciplinary offence for any party to discuss any detail of the investigation with anyone other than the investigator(s), to intimidate or exert pressure on any of the participants in the investigation, or to disclose any information concerning it.

Each party to be interviewed will be advised of their right to be accompanied and/or represented by a representative, trade union representative, a friend or colleague of their choice.

All material received will be treated with the highest level of sensitivity.

A written record will be kept of all meetings and investigations.

Every effort shall be made to conduct and conclude the investigation as quickly as possible and preferably within the agreed timeframe.

3. Written Determination will be issued.

When the investigation has been completed, the manager will draft their written determination and findings.

The complainant and alleged perpetrator will be given a copy of this draft determination and will be asked for their comments.

Upon receipt of these comments, if any, the manager will issue their final determination and findings.

4. At the time of issue of the determination and findings, the Parties will be advised of their Right of Appeal.

Any appeal should be made in writing to the person identified to the Parties within five (5) working days of the date of the final determination and findings.

If you wish to appeal the outcome of the investigation, you must specify the grounds of your appeal which will be considered by an appropriate appointed person who was not previously involved in the investigation.

5. Where the complaints are upheld and there are findings in breach of this Policy, a disciplinary hearing will take place in accordance with the disciplinary policy.

The Employer reserves the right to offer counselling to the perpetrator. If the complaint is upheld against a non-employee, the report shall recommend appropriate sanctions against the non-employee or their employer, where appropriate.

6. If the manager is of the view that there is no basis for the complaint made and that the complaint was made maliciously (that is, that it was intended to impugn the integrity of another employee), the matter will be dealt with under the Employer's disciplinary procedure as against the complainant and may result in dismissal.

A complaint that is not upheld after formal investigation will not necessarily be considered to be malicious.

The Employer will monitor the workplace to ensure that there is no victimisation arising or further incidents.

Conclusions

It is not acceptable to seek to excuse or explain harassment, sexual harassment, bullying or victimisation on the basis that it was done in good humour or as a joke. It is also important to remember that a person can be upset or offended by another's actions or comments and not show their upset through politeness, embarrassment or fear for their job.

The Employer appreciates that these can be difficult matters for employees to raise and will consequently make every effort to ensure that employees making complaints will not be victimised and that their complaints will be treated in confidence insofar as possible.

All employees have a responsibility to help to ensure a working environment in which each employee is respected. All employees should be aware of the serious and genuine problems which harassment/sexual harassment/bullying can cause and ensure that their behaviour is beyond question. They should provide support to colleagues who are experiencing any such behaviour and encourage them to follow this complaints procedure.

Every manager has a responsibility to maintain the workplace free of any form of harassment, sexual harassment, bullying and victimisation. Everyone in the Employer has the responsibility to prevent harassment and sexual harassment and to report any instances to which they are party or witness. Anyone engaging in any improper behaviour on the premises or anywhere else on Employer business including social events, training programmes and any off-site events, will be subject to disciplinary action, up to and including dismissal.

All complaints will be taken seriously, will be held in confidence insofar as possible and will be investigated promptly and in an impartial manner. Only if these instances are reported can the Employer take action to correct the situation.

Employees should also bear in mind that people's sensitivity to these matters varies. You should be careful at all times that none of your actions could be construed as bullying/sexual harassment or harassment by you of that person.

Grievance Policy

Purpose of this Policy

This procedure is designed to enable grievances to be resolved promptly, fairly and without resort to the disruption of the workplace. Full recognition is given to the significance of the employee's grievance and it is intended that grievances will be dealt with without any undue delay and be resolved at the earliest possible stage of this procedure.

Employees are encouraged to raise any concerns openly and quickly so that they can be dealt with rather than be left to develop into grievances. Employees are also encouraged to consider constructive opinions in relation to their work and to suggest and contribute solutions to problems that concern them.

It is important that any employee who feels dissatisfied with any matter relating to their work should have an immediate means by which such a grievance can be aired and resolved.

The Grievance Procedure

It is intended that the use of this procedure will ensure that the issue/grievance will be resolved without undue delay and handled at each stage in the speediest manner possible. During the process it is expected of all employees to continue to carry out their work as normal and directed in anticipation of a resolution or settlement.

Nothing in this procedure is intended to prevent you from informally raising any matters you wish to mention. An informal discussion could frequently solve problems without the need for written records.

If you feel aggrieved at any matter during the course of your employment and you want to take a formal approach you should: -

Stage One

Employees are encouraged to approach your manager as soon as possible in the first instance to discuss problems, queries, complaints or issues and attempt to informally resolve them.

The manager will discuss the matter with the employee concerned and will, if possible, resolve the matter.

Time should be allowed for the matter to be resolved but if the problem is not satisfactorily resolved, you should follow the next stage of the grievance procedure.

Stage Two

Employees are asked to put the reasons for your grievance in writing to your manager, explaining fully the nature and extent of your grievance. A grievance hearing will be arranged, at which you may have a colleague present with you, if you wish.

Stage Three

If you do not receive a satisfactory response at stage two, you should refer your grievance in writing to the Human Resources Manager or alternatively the General Manager, who will arrange a grievance hearing and whose decision is final.

Alternative Dispute Resolution Mechanism

The Employer requires employees to try and resolve any dispute through mediation or conciliation if and when appropriate and always prior to the commencement of any legal claim.

Section 5 -

Performance Management

Introduction

The Employer will provide induction and job specific training at the commencement of your employment. The Employer shall constantly review all employees' performance and where appropriate, helpful or necessary shall provide such additional training throughout your employment. The Employer strives to maintain the highest standards of employment and if you identify any training needs you should advise your Manager so that we can continually improve our employees' performance.

Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths and help you to constantly improve your performance. If you are having performance related difficulties, please speak to your Manager.

Common codes of practice to be used by all staff regarding Hotel Guests

The Do s

Greet Customers with a smile and the appropriate salutation e.g. Good Morning / Good Afternoon.

1. Once a guest checks in find out their name and use it, where appropriate.
2. Allow the Guest to go before you e.g. through a corridor. Let the guest proceed UNLESS you are leading the way i.e. Showing a guest to their room. In this instance walk with the guest, utilizing this time to up sell the Hotels facilities, Manor Bar etc.
3. Stand aside and let the guest pass first even if you are carrying a tray/suitcase/table or chairs. However, if the guest insists that you pass, acknowledge the gesture and continue to be polite.
4. When a guest asks for directions to an area in the hotel, ensure you escort them or ask a colleague to do so. Always be polite and give precise directions.

5. When a guest appears lost ask them if you can be of any assistance.
6. When a guest requires information about the Hotel's facilities, ensure the details you give are accurate. All hotel employees are expected to know this information. Take an interest in your position to learn this essential information.
7. Always be aware of your surroundings. If you see something out of place, rectify it.
8. Always be alert for things that can be a health and safety issue to both customers and colleagues.

The Don'ts

1. Never ignore, argue or try to outwit a guest.
2. Do not pass by and ignore things, like litter, empty glasses etc.
3. Never discuss anything inappropriate with guests including other guests, Colleagues, Hotel Business, Employer Business.
4. Never use bad language in front of guests.
5. Never pass the blame of something you yourself are responsible for.
6. Never interrupt guests unnecessarily.
7. Never indulge in confrontation with colleagues in view or earshot of customers.
8. Never refuse to help a guest or colleague.
9. Never forget that the guest is the reason we are here.
10. Never wear your uniform outside the hotel's environment.

Be customer focused and use the following points when dealing with a complaint

L Listen to the Complaint

The Customer needs to make their grievances known. Pay concerned attention to the story. Avoid interrupting and never show annoyance, fear or resentment.

I Identify the important points

While listening, sort out the important facts, keep an open mind and finally when the guest has finished, ask clarifying questions, if necessary.

S Sympathise

I am sorry is the least that can be said in such circumstances. Show you are concerned and regret the inconvenience, but do not keep apologising or be too willing to admit the hotel is at fault.

T Thank the Customer

Without the customer bringing the matter to your attention we cannot try to solve the problem and have the opportunity to enable that guest leave happy.

E Explain what can be done

Make sure the guest understands what you and the Employer can do about the complaint.

N Now Act Quickly

Ensure the action by yourself or someone else is done quickly and efficiently.

Job Changes

If the nature of your job changes, we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given an agreed appropriate time to improve.

Failure to maintain your performance to the required standard may result in disciplinary action which could lead to your dismissal.

Personal Circumstances

If your health or personal circumstances prevent you from attending work or carrying out your normal duties, we will engage with you and review all relevant medical reports to decide what or how you can be accommodated, if possible.

Disciplinary Policy And Procedure

The Policy is designed to help promote fairness in the treatment of employees. The aim of the Policy is to ensure that you are fully aware of the standards of performance, action and behaviour required by you and to encourage the necessary improvements where you are failing to meet the required standards. The procedure is also important to ensure that the Employer behaves fairly towards all its employees in investigating and dealing with alleged instances of unacceptable conduct or performance. Accordingly, the Employer reserves the right to depart from the precise requirements of its disciplinary procedure specified below where it is expedient to do so and where the resulting treatment of the employee is no less fair.

Certain rules, standards of work and behaviour must be upheld at all times by all employees. They enable the Employer to function correctly in the desired way. The purpose of this procedure is to help employees, whose standard of work, performance or conduct are not what they should be, to achieve necessary improvements. By means of this procedure it is hoped to ensure fair treatment for employees. The Policy applies to all employees.

Pre-Disciplinary - Informal Discussion

It is the intention of the Employer to try where appropriate, to initially resolve problems through informal means. To this end and where appropriate, your Manager will inform the Employee of any unsatisfactory work performance or conduct and discuss the required improvements with them. However, it will be made clear to the Employee that disciplinary action will be taken if the required improvement does not take place.

Formal Disciplinary Procedure

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been investigated.

If appropriate, an employee may be suspended from work for as long as necessary on full pay pending the outcome of an investigation into the conduct at issue and any resulting disciplinary procedure. Suspension is not a disciplinary sanction; it is there to ensure that issues are dealt with in a fair and reasonable manner. In the event that we feel it necessary to suspend you, it will in no way imply guilt or any wrongdoing.

The Procedure

In all cases, before any disciplinary action is taken, the Employee will be asked to attend a disciplinary hearing. Prior to any disciplinary action commencing, employees will receive details of the reason for the disciplinary action in writing and be allowed reasonable time to consider the complaint prior to the hearing.

At every stage employees will have the opportunity to state their case and be represented, if they wish, at the hearings by a fellow employee or by a representative of a trade union of which they are a member.

The Employer may adjourn a disciplinary hearing in order to consider the case and any representations made by or on behalf of the Employee before making a decision.

All cases of disciplinary action under these procedures will be recorded and placed in the Employee's personnel record. A copy of the Employee's relevant records will be supplied at their request.

If a complaint against the Employee is upheld, the Employee will be informed of any disciplinary sanction to be taken and of the right to appeal the decision as set out below.

This disciplinary procedure provides for warnings to be given for failure to meet the Employer's standards of job performance or for breach of any of the terms and conditions of employment.

The Employer reserves the right to commence the disciplinary procedure at any stage of that procedure if in its view, such is merited by the circumstances.

The Employer reserves the right to rely on any CCTV footage relevant to any investigation/disciplinary process. It is accepted by all employees that CCTV footage can and will be used as part of the disciplinary process.

Where appropriate, the Employer may require medical reports and the employee will be required to provide prompt assistance in providing these.

The stages in the disciplinary procedure are as follows:

Stage 1 - Verbal Warning

In the case of a minor complaint, misconduct or offence, the employee will be given a formal verbal warning. He or she will be advised that the warning constitutes the first formal level of the disciplinary procedure. The warning will be placed on the employee's personnel file and will normally remain current for 3 months. The nature of the offence or complaint and the likely consequences of further offences or complaints or a failure to improve will be explained to the employee. The oral warning will be confirmed to the employee in writing.

Stage 2 – Formal Written Warning

In the case of a new complaint of an offence which is not considered minor or misconduct or repetition of earlier minor offences during a current warning period, the employee will be given a written warning. The warning will set out the nature of the offence or complaint, the likely consequence of further offences or complaints and specify, if appropriate, the improvement required and over what period. The warning will be placed on the employee's personnel file and will normally remain current for 6 months.

Stage 3 - Final written warning

In the case of (i) a new or further repetition of earlier complaints, misconduct or offences during a current warning period; or (ii) a failure to improve; or (iii) if a complaint, misconduct or offence (although falling short of a breach justifying dismissal) is serious enough to warrant only one written warning, the employee will be given a final written warning. The warning will set out the nature of the offence or complaint and contain a statement that a recurrence may lead to dismissal or whatever other penalty is considered appropriate. It will also specify, if appropriate, the improvement required and over what period. The warning will be placed on the employee's personnel file and will normally remain in effect for 12 months.

Stage 4 - Dismissal

In cases deemed appropriate or if previous levels of the warning procedure have been exhausted, the employee may be dismissed with or without notice or pay in lieu of notice.

Interim review

When appropriate (for example, in cases of poor punctuality, poor quality work, etc.) and at the absolute discretion of the Employer, interim reviews will be set during the life of a warning. At these times, the Employee will be interviewed regarding their progress since the warning was given. If everything is satisfactory, no further action will be taken. If, however, no sustained improvement or progress has been made or if the situation has worsened, the next stage of the disciplinary procedure may be invoked without waiting for the expiry of the life of the present warning.

Such interim reviews will be undertaken in an objective manner and further disciplinary action will only be taken where merited.

In the cases of gross misconduct warranting summary dismissal, the following procedures will apply:

Gross Misconduct

Gross misconduct is an act of misconduct, which is considered serious enough to result in summary dismissal. Summary dismissal is dismissal without notice or payment in lieu of notice. In the cases of gross misconduct, following a full investigation in accordance with fair procedures and natural justice, the employer may summarily dismiss an employee without recourse to the procedures contained in stages 1-4. In cases where the employer is investigating a matter which may result in a disciplinary sanction of summary dismissal, it may suspend an employee with full pay in order to facilitate investigation of the particular case. In the event that we feel it necessary to suspend you, it will in no way imply guilt or any wrongdoing.

The following offences are examples of gross misconduct:

- Theft or unauthorised possession of any property belonging to the Employer or any other employee;
- Refusal to carry out a reasonable work instruction;
- Repeated, deliberate or reckless data breaches
- Poor performance including failure to reach agreed targets;
- Bad time keeping;

- Unauthorised absence;
- Any breach of the Employee's terms and conditions of employment;
- Deliberately ignoring safety or security rules, thereby endangering their own or others' safety, health or welfare;
- Any breach of the Employer's employment policies;
- Committing a criminal offence either at or outside work or the aiding or abetting of any such criminal offences which in the reasonable opinion of the Employer undermines the trust between the Employee and the Employer;
- The fraudulent obtaining of money or other property from the Employer, its clients or any other third party;
- Falsification of the Employer's documents including personnel related records, timesheets/clock in's, stock records, medical certificates, reports, accounts or expense claims
- Falsification of information supplied during the employment process including application form, references, medical form or verbally at interview
- Downloading/disseminating pornographic material from the internet
- Circulation of offensive, obscene or indecent emails
- Conviction of any serious crime
- Deliberate, negligent or reckless breach of confidentiality;
- Engaging in any conduct or activity either directly or indirectly whether on social media or otherwise which may undermine or discredit the Employer or any staff member of the Employer
- Unauthorised acceptance of gifts
- Damage to the Employer's property
- Violent, dangerous or intimidatory conduct
- insulting or discourteous behaviour towards a fellow employee, management and/or clients
- The divulgence to outside parties of confidential information regarding the affairs of the Employer which would be damaging to its business and/or in breach of your confidentiality obligations.

The list of examples is not exhaustive or exclusive, nor does the order imply significance and offences of a similar nature will be dealt with under the Policy. Gross misconduct will result in immediate dismissal without notice or pay in lieu of notice on termination of employment.

Appeal

The Employee has the right to appeal against any disciplinary penalty. Grounds of such an appeal must be brought in writing within 5 days of the disciplinary decision. You will be notified of the identity of the person to whom an appeal should be made at the time a disciplinary decision is given, who will be someone who has not been involved in the actual disciplinary procedure.

If the Employee appeals the outcome of the disciplinary hearing, the decision of the disciplinary hearing stands pending the outcome of the appeal.

Appeals will be heard and decided as soon as possible and usually within 8 working days of written notification that the Employee will be exercising the right to appeal.

At the appeal, the Employee will have a full opportunity to state their grounds of appeal. Following an adjournment where necessary, the Employee will be informed of the decision, which will be final and binding.

The Employer will confirm the results of the appeal to the Employee in writing.

If the appeal confirms a decision to dismiss, the effective date of termination will be the date that written notification of dismissal was originally given. If the appeal is upheld and the decision to dismiss is overturned, the Employee shall be immediately reinstated to their position.

Section 6 – Health & Safety Policy

The Employer understands its legal obligations and is committed to complying with the Safety, Health and Welfare at Work Act, 2005 (the act) and all other relevant legislation. The Employer is committed to providing a safe and healthy work environment for employees and to meeting our duties to contractors and other visitors who visit our workplace. The Employer acknowledges its role in protecting the safety, health and welfare of all people employed in the Employer and affected by the workplace. The Employer is committed to implementing, controlling and maintaining a programme that ensures, where possible, that all risks and hazards are eliminated or otherwise controlled to an acceptable level. The Employer will implement safe working systems and methods to ensure the safety, health and welfare of all.

Safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities. You should ensure that you understand your role and the overall arrangements for health and safety within the Employer and within your individual department.

You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public. You should be aware that you have an obligation to take care of your own safety and that of others who might be affected by your actions.

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities and warrant disciplinary action. Once issued, this protective wear/equipment is your responsibility.

You should report all accidents experienced or witnessed at work, no matter how minor and regardless of whether first aid is required, as soon as possible after they occur in the accident book, should you need to report an accident please inform your Manager. All employees are required to complete a written account of any incident or accident they have witnessed or experienced and return it to the health safety officer.

The Employer will, where necessary, fill out and return to the Health and Safety Authority: -
The form of notice of accident; and/or the form of notice of dangerous occurrence.

The Employer will keep a copy of all these forms and also the written accounts of the accidents and incidents for 10 years.

First aid equipment is available from the health safety officer.

The success of this policy depends on the co-operation of all employees. We encourage and remind you that it is your duty while at work to take reasonable care of your own safety. The Act states that employees have the following responsibilities: -

- comply with the relevant statutory provisions, as appropriate, and take reasonable care to protect your safety, health and welfare and the safety, health and welfare of any other person who may be affected by your acts or omissions at work,
- ensure that you are not under the influence of an intoxicant to the extent that you are in such a state as to endanger your own safety, health or welfare at work or that of any other person,
- if reasonably required by the Employer, you shall submit to any appropriate, reasonable and proportionate tests for intoxicants by, or under the supervision of, a registered medical practitioner who is a competent person, as may be prescribed,
- cooperate with the Employer or any other person so far as is necessary to enable the Employer or the other person to comply with the relevant statutory provisions, as appropriate,
- not engage in improper conduct or other behaviour that is likely to endanger your own safety, health and welfare at work or that of any other person,

- attend such training and, as appropriate, undergo such assessment as may reasonably be required by the Employer or as may be prescribed relating to safety, health and welfare at work or relating to the work carried out by you,
 - having regard to your training and the instructions given by the Employer, make correct use of any article or substance provided for use by the Employer at work or for the protection of your safety, health and welfare at work, including protective clothing or equipment,
 - report to the Employer or to any other appropriate person, as soon as practicable: -
 - any work being carried on, or likely to be carried on, in a manner which may endanger the safety, health or welfare at work of you or that of any other person,
 - any defect in the place of work, the systems of work, any article or substance which might endanger the safety, health or welfare at work of you or that of any other person,
- or
- any contravention of the relevant statutory provisions which may endanger the safety, health and welfare at work of you or that of any other person, of which you are aware.
 - you shall not, on entering into a contract of employment with the Employer, misrepresent yourself to the Employer with regard to the level of training as may be prescribed under the Act.

The maintenance and improvement of health and safety standards in the Employer are the responsibility of all employees. Employees are encouraged to make suggestions and recommendations for the improvement of health and safety standards to their manager.

In accordance with the Act, the Employer has a safety statement outlining our policy in this area. It is important that you are familiar with all areas of the Safety Statement which is a live and therefore changing document, the Safety Statement is available from your Manager.

Any employee who neglects intentionally or otherwise to observe Employer procedures on health and safety or who through their acts or omissions exposes others to injury or risk of injury will be subject to the Employer's disciplinary procedures.

Smoking Policy

There is a statutory ban on smoking in all enclosed places of work including in Employer vehicles. The designated area for smoking is the Smoking area only. The Employer's smoking policy must be observed. All employees have a right to work in a smoke-free environment.

An employee found to have breached the ban on smoking in the workplace will be dealt with through the disciplinary procedure.

Employees, contractors, consultants, customers and visitors are also liable to a criminal prosecution with an associated fine.

Information on how to obtain help quitting smoking is available from the National Smokers Quitline on 1850 201 203.

Alcohol & Drugs Policy

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of you or other employees. Alcohol and other drugs affect concentration, coordination and performance. The Employer is committed to providing a working environment, which is a healthy and safe one for the entire workforce.

The use of drugs other than those prescribed to treat a particular medical condition of an employee is prohibited.

The effects of alcohol and drugs can be numerous: - (these are examples only and not an exhaustive list)

- absenteeism (e.g. unauthorized absence, lateness, excessive levels of sickness, etc.)

- higher accident levels (e.g. at work, elsewhere, driving to and from work)
- work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

The aim of this policy is to protect the safety of all employees, co-workers and the public. Under no circumstances must alcoholic drink or illegal drugs be taken prior to work, while at work or prior to or during any form of business meeting with clients. The only exceptions to this are occasions where, in advance of a particular event, your Manager has been notified and confirmed approval. Work performance and/or conduct should never be compromised due to alcohol consumption.

Illegal drugs are not permitted in the workplace. Any employee who possesses or sells illegal drugs will be subject to immediate disciplinary action which can lead to dismissal and the Gardaí will be informed.

Pursuant to the Safety Health and Welfare at Work Act 2005, as amended, a Manager who is of the opinion that an employee is under the influence of an intoxicant, may prevent the employee from working if it is apparent that he/she would be a danger to themselves or others.

You may be suspended on full pay from work pending an investigation. Employees are required to co-operate fully and truthfully in this investigation.

Breaches of the Employer's alcohol and drugs policy will be dealt with under the disciplinary procedure and may result in dismissal.

Safeguards

Employees should be mindful of the need for vigilance in the field of security, both in terms of their own safety and security of the Employer's property. The following advice should be carefully studied and implemented by all employees: -

- Leave all of your personal belongings in your assigned locker. Never leave handbags on desks or wallets in coat pockets.

- Be careful with keys, they could fall into the wrong hands.
- It is important to fasten windows and lock doors.
- Look out for "strangers" wandering in the premises. If in doubt, report your concern to your manager.
- Do not disclose confidential information to a stranger.
- Employees should not leave valuables in view or keep them permanently in any car.
- It is the duty of employees to look after mobile telephones, lap-tops, tablets and all technology and also to keep Confidential Business Information contained in hard copy or on technology secure and confidential at all times.
- Employees must remember that safeguarding the proprietary technology of the Employer is of utmost importance to the continued success of the Employer.
- Take reasonable security precautions before leaving your place of work including by way of example switching off electrical equipment, closing windows and locking cabinets and desk drawers.
- Ensure that your work area is kept in a tidy and orderly condition.

Staff Purchases

Any purchases made in the hotel must be paid for on the day of and in advance of consumption and have a receipt available for inspection. All receipts must be signed by a member of the management team at the time of purchase. Staff must not serve themselves at any of the Hotels till points.

Staff members are not permitted to borrow or take any items from the Hotel including items that are considered as waste unless permission has been granted by a manager.

Breaches of the Employer's staff purchases policy will be dealt with under the disciplinary procedure and may result in dismissal.

Rights of Search

The Employer reserves the right to carry out searches of employees and their property (including vehicles and bags) whilst they are on our premises. These searches are random and do not imply suspicion in relation to any individual concerned. It is agreed that the conduct of such a search does not constitute an allegation of any wrongful conduct.

Such searches will take place in the presence of a witness, who is on the premises at the time a search is taking place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc. Random searches of your possessions, clothing, locker and (where relevant) car are for the purpose of ensuring that no property belonging to the Employer, its Guests or Employees is unlawfully removed from the premises.

Whilst you have the right to refuse to be searched, your refusal to agree to being searched will constitute a breach of contract, which could result in disciplinary action.

We reserve the right to call in the Gardaí at any stage.

Rules & Regulations

The Employer shall use CCTV in public places as it deems it appropriate to ensure the highest standards of personal security for its employees, guests and the Employer's property. Employees acknowledge that in the Employer's business, CCTV monitoring is necessitated to safeguard security. The use of CCTV shall not breach employees' rights pursuant to the GDPR. CCTV shall be collected at and then if the records have not been identified as required, they will be destroyed. If the CCTV records are identified as required because an alleged incident is reported, the records will be maintained as part of the relevant internal investigation file. The Employer is responsible for the collation and maintenance of CCTV recordings. In appropriate circumstances, it may be necessary to provide the CCTV records to the Gardaí. CCTV records may be used as evidence in disciplinary matters in accordance with the Disciplinary Policy and Procedure.

All staff shall enter and leave the premises by the designated staff entrance only.

Staff are not permitted to socialise in the Hotel unless permission has been requested from Management first. Socialising in the Hotel without prior permission will render the employee liable to disciplinary action.

Staff are absolutely not permitted to drink alcohol before or during their shift. This and any breach of the Drugs and Alcohol Policy are examples of gross breach of conduct and will result in disciplinary action and may result in dismissal.

Under no circumstances are staff allowed to drink or eat in public areas.

Upon the termination of your employment, you are not permitted to socialise in the Hotel for six months. Exceptions may be made in the event of a family occasion where prior permission has been received in writing from Management.

All staff are expected to keep the staff areas and locker rooms in a clean and presentable manner; failure to do so, or where an employee is found to be abusing procedures, will result in a disciplinary issue.

Staff car parking is permitted in the designated area only and is at your own risk.

Admittance to the kitchen, behind the bar counters and the reception areas are for staff working in that area only. No other staff members have permission to enter unless it is relevant to their work.

Meals are to be taken in the staff canteen only.

Confidentiality

It is important for the Employer that all work carried out within the Employer's business by the Employee and all dealings and communications by the Employee with the Employer's clients, guests and third parties (past or present), remain confidential to the Employer. The Employer's business also involves it being in receipt of confidential information from its clients and third parties.

“Confidential information” includes any information howsoever recorded concerning the business of the Employer or of any guest or client of the Employer which has come to the Employee’s knowledge during the course of their employment with the Employer or previously or otherwise, including but not limited to trade secrets, secret or confidential operations or dealings or any information concerning the Employer, the organisation, business, finances, clients, transactions or affairs of the Employer, strategic plans, personal data, employee data, client and guest identities, client listings, employee data, financial and tax data, marketing, pricing information, sales and services information, drawings, personal data as defined in the GDPR and sensitive personal data as defined in the GDPR, all intellectual property rights and any other information imparted in such a manner as to confer a duty of confidence which has not been made public by, or with our authority.

You shall not, save in the course of our business and if authorised in writing by the Employer or as specifically required by your duties or by law, reveal to any government body or agency or any person, employer or association, any Confidential Information. You shall treat Confidential Information with complete secrecy and shall not use or attempt to use any such information in any manner which may cause loss either directly to indirectly to the Employer

or its members or may be likely to do so. This restriction shall continue to apply after the termination of this agreement without limit and point of time.

You are to exercise absolute care to keep safe all Confidential Information howsoever stored and retained, and shall at any time upon demand, return to us any such material in your possession immediately.

No Employer property of any nature (regardless of the form in which it is maintained) should be removed from the Employer, or from the Employer’s premises, for any reason, save in respect of communications with employees in the Employer’s other locations.

You shall not during the continuance of this agreement make or reproduce otherwise than and for the benefit of the Employer any notes or memoranda in any manner or fashion for use on any computer system outside that of the Employer of Confidential Information or any matter within the scope of the business of the Employer or concerning any of its dealings or affairs.

You shall not either during the continuance of this agreement or afterwards use or permit to be used any such notes or memoranda otherwise than for the benefit of the Employer, being the intention that all such notes or memoranda made by you shall be the property of the Employer. Misuse of Confidential Information may be a serious disciplinary offence and may result in dismissal following the Employer’s disciplinary procedure.

All Employer information is confidential and must not be transmitted in any fashion, disclosed or discussed, with any persons employed outside the Employer (or unnecessarily within the Employer).

Where required, you may be asked to sign special Confidentiality Agreements in respect of particular customers or projects.

Upon termination of your employment, howsoever arising, you should deliver up to the Employer, all employer property which may be in your possession or under your control including, but not limited to, your Employer car (if any), copies of Confidential Information, and all other property of or relating to the Employer.

Copyright

All material, however recorded, which was made or acquired by you during the course of your employment with us, is the Employer's property. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

If at any time during the continuance of your employment, whether alone or with any other person, you conceive, create or discover any invention, process, development copyright work, design or other intellectual property right which relates to or affects or in the opinion of the Employer is capable of being used or adapted to be used in or in connection with the business or any product, process of intellectual property right of the Employer: -

- you will immediately disclose it to the Employer in writing, and shall hold the same in trust for the Employer;
- the invention, process, development copyright work or design or other intellectual property right will be the absolute property of the Employer.
- you hereby assign by way of future assignment the intellectual property rights in all the above rights.

- You will, if and when required to do so by the Employer (whether during the continuance of your employment or afterwards) and at the Employers expense in respect of all the above intellectual property rights: -
- apply or join with the Employer in applying for letters patent or other protection or registration in any part of the world;
- execute or procure to be done/executed all instruments and/or all things which are necessary (including all legal or other action) for vesting, establishing, renewing and maintaining such letters patent or other protection or registration in the Employer or any nominee of the Employer.

You irrevocably appoint the Employer as your attorney in your name and on your behalf to execute all instruments and do all things required in order to give full effect to the provisions of this clause.

The software used or developed by the Employer is confidential and must at no time be used for any purpose other than for which it is licensed to or authorised to be used by the Employer nor removed from the Employer's premises.

Statements To The Media

Employees shall never provide any statement or representation to the public, on social media or to any third party on behalf of the Employer.

- Only authorised staff should have access to the Employer's computer equipment.
- Only authorised software may be used on any of the Employer's computer equipment.
- Only software that is used for business applications may be used.
- No software may be brought onto or taken from the Employer's premises without prior authorisation.
- Unauthorised access to the computer facility will result in disciplinary action.

The Employer's email addresses shall not be used by employees for personal purposes. Employees shall not use their own personal email addresses for Employer business purposes.

Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action and such actions could lead to dismissal.

You must not use the Employer's computer system to breach any patent, trademark or other intellectual property rights of the Employer.

If any member of staff encounters a problem with any technology device, they should inform a Manager who will organise maintenance.

Employee's Property

We do not accept liability for any loss of, or damage to, property which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. You are advised to have cover against loss of personal property brought into the Employer and for any personal items used in the performance of your work.

Lost Property

Articles of lost property should be handed to the Duty Manager/ Accommodation Manager who will retain them whilst attempts are made to discover the owner.

Parking

To avoid congestion, all vehicles must be parked only in the designated staff parking areas. No liability is accepted for damage to private vehicles. All persons using the Employer's car park do so entirely at their own risk on the understanding that the Employer will accept no liability whatsoever for any injury, loss, damage or theft arising from such use. This, of course, applies to all cars, motorbikes, bicycles etc., and you should make your own arrangements for insurance cover accordingly.

Wastage

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.

You are able to promote this policy by taking extra care during your normal duties and avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this: -

- Handle machines, equipment and stock with care.
- Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do
- not allow taps to drip.
- Ask for other work if your job has come to a standstill.
- Start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment: -

- Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
- Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

Section 7 – General Employer information

Social Media Policy

The Social Media Policy refers to employees' activities on line, on email and social media. Social media platforms are widely used for personal and business networking opportunities. Employees shall use their best endeavours to promote the interest, business and welfare of the Employer at all times including on social media.

The Employee acknowledges that any social media business contacts created during employment with the Employer are owned by the Employer and may not be used postemployment to compete with the Employer.

Personal use of social media is not permitted during the Employee's working hours.

The Employee shall never use social media inappropriately including but not limited to the following purposes:

- to communicate or vent any particular issue or grievance with your employment (please refer to the Grievance Policy);
- to express a personal opinion without making it clear that it is not the view of the Employer;
- to disclose confidential Employer or client information;
- to bully or harass a colleague or person connected to the Employer;
- to make discriminatory comments.

The Employee acknowledges that the Employer has a legitimate business interest to ensure compliance with the Social Media Policy and that the Employer may monitor employee activity on line/email/social media. Any breach of the Social Media Policy may result in disciplinary action up to and including dismissal.

Data Protection

In this Section, the following definitions will apply:

‘Data Controller’ shall have the same meaning ascribed to it in the General Data Protection Regulation (Regulation (EU) 2016/679) “GDPR” as follows “‘controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law”;

‘Data Protection Legislation’ means any law which relates to the protection of individuals with regards to the processing of Personal Data including the Data Protection Act 2018 [and the GDPR.

“Data Subject” shall have the same meaning ascribed to it in the GDPR.

“Data Protection Commission” as defined in the Data Protection Act 2018 as being the Supervisory Authority within the meaning of the GDPR.

‘personal data’ means “personal data” as defined in the GDPR as follows “personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”.

In order for us to comply with the terms of this Contract, we are required to process your personal data. We agree to process your personal data in accordance with the Data Protection Legislation.

As Data Controller we will process your personal data in accordance with the Employee Privacy Notice which is appended to your Contract of Employment. The Privacy Notice may be amended, as required, from time to time and you will be immediately notified of any amendments. This Notice sets out in detail what information the Employer may hold about

you and why the Employer retains it. The Notice confirms how the Employer will process your personal data and the legal basis for doing so.

You hereby acknowledge and understand that your personal data will be processed for the purposes set out in the Employee Privacy Notice (which may be amended from time to time) in order to perform this contract with you and in order to comply with the Employer's statutory requirements. The Employer may be required to process and/or transmit your personal data which may identify you and in some limited cases special categories of personal data which may include but is not limited to information about your health, religion, trade union affiliation, criminal convictions or proceedings.

You agree to comply with the terms of the Data Protection Policy of the Employer, a copy of which has been provided to you with your Contract (which is updated from time to time, as required) to include, for the avoidance of doubt, the participation in all training and courses provided to you during the course of your employment with the Employer in connection with the Employer's Data Protection Policy. Your failure to comply with the Employer's Data Protection Policy may result in disciplinary action.

Mail

All postal mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent to our address.

No private post may be posted at the Employer's expense except in those cases where a formal recharge arrangement has been made.

Telephone Calls/Mobile Phones

Telephones are essential for our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of your Manager. Personal mobile phones should be switched off during working hours and mobile phones must be kept in lockers provided or with your belongings. They are not to be kept on your person unless written permission has been given by the General Manager.

Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on the Employers premises.

Whistleblowing Policy & Procedure

The Whistleblowing Policy applies to all workers. The Employer takes malpractice very seriously. This policy is designed to protect employees in accordance with the Protected Disclosures Act 214 ("the 214 Act"). The Employer is committed to creating a workplace culture that encourages the making of protected disclosures and provides protection for disclosure.

Employees may raise any concern you may have with your employment through the Grievance Procedure. If you believe that your concern may fall within the definition of a "Protected Disclosure", please contact the Human Resources Manager.

A "Protected Disclosure" is defined in the 214 Act as the disclosure of "relevant information". Information is deemed relevant when it comes to the attention of a worker during the course of their employment and the worker reasonably believes that it tends to show one or more "relevant wrongdoings".

A "Relevant wrongdoings" is defined in the 214 Act to include: (a) the commission of an offence; (b) the failure of a person to comply with any legal obligation (other than one arising under the worker's own employment/service contract); (c) a miscarriage of justice; (d) a danger to the health and safety of any individual; (e) damage to the environment; (f) an unlawful or otherwise improper use of funds or resources of a public body, or of other public money; (g) an act or omission by or on behalf of a public body that is oppressive, discriminatory or grossly negligent or constitutes gross mismanagement; or (h) information tending to show any of these matters has/have been, is being, or is likely to be concealed or destroyed.

Workers shall not investigate their concerns themselves. Workers should disclose all information that you have, based on your reasonable belief that it discloses a wrongdoing, where the information relates to individuals, it is necessary to disclose that information.

The Employer will treat disclosures in confidence and will not reveal the identity of the person making the allegation so long as it does not hinder or frustrate any investigation and/or no exceptional circumstances arise.

The Employer will not tolerate the victimisation of any person who discloses any wrongdoing under this policy and procedure. Workers who feel that they are being victimised should report the matter immediately to management. Any such victimisation will be treated as a disciplinary offence.

The Employer takes all disclosures seriously and when necessary, will undertake an investigation into the disclosure made.

The Employer shall assess and investigate, where appropriate all disclosures and will take appropriate action which may include disciplinary action arising from such an investigation.

Should an employee raise a disclosure in good faith in accordance with this policy and having considered and/or investigated the disclosure, it is held that the disclosure made is mistaken or not well founded or does not fall within the definition of a “Relevant Wrongdoing”, there shall be no negative consequences to the Employee for making the disclosure.

However, if it is discovered that the disclosure made was malicious or vexatious, disciplinary action may be taken against the Worker.

If, having assessed a disclosure, it is deemed to relate solely to a personal employment matter then the Employee shall be referred to the relevant grievance procedure or anti bullying and harassment procedure so that that complaint can be dealt with in an appropriate manner.

Appeal

Workers may appeal:

- any decision made to disclose your identity (except in any prescribed exceptional cases);
- the outcome of any assessment/investigation undertaken in respect of the disclosure;
- the outcome of any assessment/investigation in respect of any complaint of victimization.
- The appeal shall be undertaken by a person who has not been involved in the initial assessment, investigation or decision. At the time of the communication of the assessment, investigation or decision, the Worker shall be advised to whom any such appeal should be referred. The Worker shall refer any such appeal within 5 working days of the communication of the assessment, investigation or decision.

The Outcome of the appeal is final.