

# FISHER INVESTMENTS IRELAND

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## **1. INTRODUCTION**

This Employee Handbook (the "Handbook") provides a source of some of Fisher Investments Ireland Limited's (the "Company") policies and procedures that must in each case be adhered to by all employees and, where relevant, all third party contractors of the Company. Please note that the information contained in these policies and procedures (collectively, the "Policies") is not all-inclusive. Also, please note that the Company may, in its sole discretion, alter, amend or terminate any policy, procedure, or any portions thereof at any time without notice.

The Policies are designed to answer many of your questions about Human Resource practices, procedures, and policies. These Policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with all applicable laws.

In the case of any conflict between any Policy provision and any employment contracts or plan documents, such contracts or plan documents will prevail. The Policies do not create any contractual or other legal obligation on the part of the Company, express or implied. The Policies do not form part of your employment contract with the Company. However, each employee is required to be familiar with and adhere to all policies and procedures applicable to his or her personal and business activities. Employees who violate Company policies or procedures are subject to disciplinary action, up to and including dismissal.

Policies are intended to be consistent with applicable laws. Thus, to the extent any Policy does not provide a right allowed or required by applicable law, the applicable law will supersede the Policy(ies) with the effect that the relevant Policy will be deemed amended to the extent required to render it compliant with such law.

Changes to Policies will not be effective unless they are approved by the Company. Changes will be effective on dates determined by the Company and will be published on the Company's intranet or distributed to employees. You may not rely on Policies that have been superseded. No supervisor or manager has any personal authority to alter any Policy.

If you have any questions about the Policies that apply to your employment relationship with the Company, please feel free to consult your immediate manager or the HR Manager.

## **2. WORKING TIME POLICY**

### **2.1 NORMAL OFFICE HOURS**

2.1.1 Normal office hours of the Company are 9 am to 6 pm Monday through Friday. However, you may be expected to work any hours reasonably necessary to facilitate the performance of your duties and to meet the needs of the Company's business, subject to the regulations described below. Employees who are paid hourly are considered "non-exempt" and will be paid for all hours

actually worked, whether less than or in excess of normal office hours. Employees who receive an annual salary are considered “exempt” and will receive the same salary regardless of hours worked. Please refer to your contract of employment for full details of your normal working hours.

## **2.2 WORKING TIME**

2.2.1 Working time requirements are subject to the Organisation of Working Time Act, 1997. Accordingly, your hours of work are subject to the following rules:

- (a) your working time will be limited to an average maximum of 48 hours per week calculated over successive 4 month periods;
- (b) you shall take a minimum of 11 hours consecutive rest in any 24 hour period;
- (c) you shall take an uninterrupted rest period of 24 hours in any 7 day period;
- (d) you are entitled to a minimum of 20 working days holiday per year, in addition to bank/public holidays (pro rated for part timers), unless the provisions of your Contract of Employment in relation to holidays are more generous; and
- (e) where you work more than 6 hours a day, you are entitled at minimum to a 30 minute break (which may be taken away from your work station if you have one), unless the provisions of your Contract of Employment in relation to lunch breaks are more generous.

2.2.2 A lunch break spent at leisure is not working, neither is time spent commuting to and from the office. However, time spent working when travelling or time spent working abroad would count as working time for the purposes of the Regulations.

2.2.3 Where you take work home, time worked only counts as working time where work is performed on a basis *previously agreed* with your Manager.

## **2.3 RECORD KEEPING**

2.3.1 The Health and Safety Authority (“**HSA**”) is responsible for monitoring the application of the limits on working time. The Company must therefore keep records going back over three years for all employees showing that average working time is less than 48 hours per week as an average over consecutive 4 month periods.

2.3.2 The HSA is entitled to inspect the records the Company keeps at any time. Failure to keep adequate records is a *criminal offence* committed not only by the Company but also by individual Managers who have failed to ensure the keeping of adequate records within their own departments. Prosecutions can result in significant personal fines.

2.3.3 Accordingly, to ensure the Company complies with its obligations:

- (a) the time you spend in the office each day shall be automatically logged;

- (b) when you are away from the office on business or travelling on business you are required to make a note of the cumulative hours you work each day; and
- (c) employees are required to complete time sheets signed by them detailing all working time, breaks and rest periods on a daily basis.

2.3.4 In view of the requirement to keep accurate records, all employees are required to assist the Company in maintaining accurate records.

## **2.4 REGULATORY PROTECTION**

2.4.1 Employees are protected against penalisation by the Company (or any of its Managers) on account of any:

- (a) refusal to exceed the limit on average weekly working time;
- (b) refusal to work when entitled to rest periods or breaks, or to forego annual leave.

2.4.2 Penalisation can cover a wide range of action such as denial of promotion, facilities or training opportunities that the Company would otherwise have offered or made available to you.

2.4.3 If you believe that you are the victim of any penalisation you must notify the HR Manager, your Manager, or a Manager of your choice, as soon as possible. You are reminded of the availability of the Grievance Procedure set out in Section 16 of this Employee Handbook.

## **3. SYSTEMS USAGE POLICY (INTERNAL AND EXTERNAL)**

Please see the Company's separate Systems Usage Policy applicable to employees, contractors and others with access to Company systems.

## **4. SICKNESS ABSENCE POLICY AND PROCEDURES**

### **4.1 SICKNESS ABSENCE INTRODUCTION**

4.1.1 The Company is concerned for the general health and well-being of colleagues and recognise there will be times when they become ill and are unable to attend work. The Company does not expect anyone to come to work when they are clearly unfit to do so and wish to offer support during such periods.

### **4.2 REPORTING OF SICKNESS ABSENCE**

4.2.1 When you are not well enough to attend work due to your own sickness or injury, you must follow the procedures below.

4.2.2 You must personally telephone your Manager by your normal starting time stating the reason for your absence, how long you expect to be absent and, where possible, your expected date of return to work. It is not acceptable to text your Manager and you should not leave a voicemail unless there is no one

available to take your call. It is your responsibility to ensure your Manager receives any message that you do leave on voicemail or with a co-worker.

4.2.3 You must telephone your Manager personally every day whilst you are absent to keep the Company informed of your condition unless your illness is supported by a doctor's certificate, in which case you must telephone your Manager no later than the last working day prior to the expiry of your doctor's certificate to give the Company an update on your current situation/state of health and/or your expected date of return.

#### **4.3 SICKNESS CERTIFICATION**

4.3.1 If your absence lasts for 7 days or less (i.e., a total of 5 week days plus weekends), the Company may ask you to complete a self-certification form on your return to work, certifying that you were unfit for work and the reason for your absence and that you are now fit for work. It is not sufficient to give the reason for your absence as "sickness". If requested, on your return to work you must hand this form to your Manager, who will countersign it and return the self-certification form to the HR Manager.

4.3.2 If your absence lasts for longer than 7 days (including weekends), you must on your return to work, complete a self-certification form (as above) and provide a medical certificate or certificates from your doctor to cover the full period of your absence (including the first 7 days). Medical certificates should be posted or delivered immediately upon receipt to the HR Manager and, in cases of continuing absence, no later than 48 hours after the expiry of a previous certificate.

4.3.3 In certain circumstances at the discretion of your Manager, the HR Manager or senior management, you may be required to produce a medical certificate for absences of 1-7 days (for example, if you have had repeated past absences).

4.3.4 At any time during the period of your employment, you agree that you will at the Company's request and expense be examined by any registered medical practitioner selected by the Company and you shall authorise such medical practitioner to disclose whether or not you are fit to carry out your duties and such information as is reasonable and necessary to allow the Company to manage any absence due to illness.

4.3.5 If you have been prevented by illness from using your statutory annual leave entitlement, you may carry over accrued statutory annual leave for a maximum of 15 months from the end of the leave year.

#### **4.4 CONDUCT DURING SICKNESS ABSENCE**

4.4.1 If you have to take time off work due to sickness or injury, the Company expects you to do your utmost to ensure your speedy return to work. The Company expects you to act sensibly and honestly during any period of absence.

4.4.2 If you are absent from work due to sickness or injury, the Company expects you not to:

- undertake any other employment or work whether paid or unpaid. This would be a breach of your Contract of Employment and could result in disciplinary action, which may include instant dismissal;
- engage in any activity (including but not limited to sports, hobbies or social activities) which is in any way inconsistent with the illness or injury or which could aggravate the illness/injury or delay recovery.

#### **4.5 LONG TERM ABSENCE**

4.5.1 Absence in excess of 4 consecutive weeks arising from a medical condition, serious illness or injury is regarded as long term absence.

4.5.2 During long term absence you will still be required to regularly submit medical certificates covering the entire period of your absence. In addition it is imperative that you keep your Manager informed of any progress you are making and any prognosis you receive.

4.5.3 A home visit may be arranged to offer you help and support and to assist the Company in planning for your continued absence. If your absence is considered long term, the Company may refer you to any registered medical practitioner selected by the Company for an opinion on your fitness for work and/or likely length of absence and/or if there are any adjustments the Company can make to your role to help facilitate your return to work.

4.5.4 If through sickness or injury you are unable to return to your normal job, the Company will consider options for alternative employment, as far as this is reasonably practicable as determined by the Company. If you believe that you have a disability and that the Company could make adjustments to your job content, working conditions or environment which would facilitate your return to work, please raise these with the HR Manager and the Company will be happy to discuss these with you.

#### **4.6 FAILURE TO FOLLOW PROCEDURES**

4.6.1 Failure to comply with the above procedures may be regarded as a disciplinary matter and may also disqualify you from receiving any possible company sick pay.

#### **4.7 RETURN TO WORK INTERVIEWS**

4.7.1 If you:

- fail to follow the correct sickness procedure;
- have 3 periods of sickness absence of any duration within a 3 month rolling period;
- have an unacceptable pattern of absence, for example, regular Friday or Monday absence, or absences regularly occurring on a particular day of the week, absence after a Bank Holiday or before or after annual holiday; or
- have had more than 10 days' sickness absence in any rolling period of 12 months,

you will be required to attend an interview on your return to work with your Manager. Even if the above indicators do not apply, your Manager may require you to attend an interview on your return if deemed appropriate. The purpose of this interview is to discuss with you the reason for your absence and to ensure you are well enough to be back at work. The Company will also discuss any underlying problems you feel may be affecting your health and any support the Company can offer to help you to achieve regular and effective attendance.

4.7.2 If the Company is not satisfied you are fit enough to be back at work or that your sickness was genuine, the Company may require you to attend a medical with a registered medical practitioner selected by the Company as outlined above or request a medical certificate (not a self certification form) from your own doctor.

4.7.2 If as a result of this medical report or any other investigation that may be carried out the Company concludes that you are not sufficiently fit to return to work, the Company may require you to take further sickness absence or agree with you and a registered medical practitioner selected by the Company, the possibility of a phased return to work programme. If the Company has reason to believe you have reported sick when you are fit to attend work, this will be considered a disciplinary matter that may result in disciplinary action, including dismissal without notice for gross misconduct.

#### **4.8 SICK PAY**

4.8.1 Provided you have completed 3 continuous months' employment with the Company, and provided you have complied with the Reporting and Certification requirements in Sections 4.2 and 4.3 above, the Company will continue to pay you during any unavoidable absence through sickness or injury (whether continuous or intermittent) for up to 16 days during any 12 month calendar year period, with 8 days at full pay and 8 days at half pay. Sick pay will be reduced by the amount of any Social Security benefits (including State Illness Benefit) recoverable by you (whether or not recovered) in respect of your illness or injury.

4.8.2 Any sick leave or sick pay is subject to you providing whatever medical evidence is reasonably requested to verify your illness and incapacity are genuine. The Company may request that you have a medical examination at any time and will seek your authorisation for the medical practitioner to disclose the results of such examination to the Company. No payment will be made if you are absent due to illness of another member of your family or household (unless payment is made under the provisions of another section of this Employee Handbook or you have been asked to stay away from work by the Company or by a doctor because of infectious disease). In such cases a medical certificate must be produced.

4.8.3 No payment will be made if your absence is connected with the effects of alcohol or recreational drugs, deliberate self-inflicted injury, sickness or injury arising from other employment work, or elective surgery or medical treatment (unless undertaken on medical advice).

4.8.4 Falsely claiming sick leave or pay and making false statements is considered gross misconduct and is likely to result in dismissal without notice.

## **5. ATTENDANCE POLICY AND ABSENCE MANAGEMENT PROCEDURES**

### **5.1 PURPOSE OF ATTENDANCE POLICY**

5.1.1 The Company is committed to providing clients with the highest standards of service delivery and regular attendance is essential to achieving this. The Company encourages regular attendance and will, if necessary, manage unacceptable levels of absence. Where attendance problems arise, the Company prefers to resolve these without recourse to a formal procedure if possible. However, circumstances may require formal steps to be taken.

5.1.2 The purpose of this Attendance Policy is to deal with unsatisfactory levels of absence and ensure any attendance problems are dealt with fairly, consistently and systematically. However, this Attendance Policy should not be seen as punitive; rather its main objective is to assist you in achieving and maintaining a high level of attendance at work.

### **5.2 GENERAL PRINCIPLES OF ABSENCE MANAGEMENT PROCEDURES**

5.2.1 The Company retains the right to decide whether to implement the Absence Management Procedures in any given case and reserve the right in appropriate circumstances to depart from the Absence Management Procedures.

5.2.2 At every stage of the Absence Management Procedures you will have an opportunity to state your case by explaining the reason for your absences, providing evidence (e.g., medical reports or certificates), and offering any mitigating circumstances.

5.2.3 At every stage of the Absence Management Procedures you have the right to be accompanied by a Company colleague. You do not have to avail yourself of this right.

5.2.4 You have the right to appeal against dismissal or other action taken under the Absence Management Procedures (with the exception of Stage 1) in the manner provided below.

5.2.5 The Absence Management Procedures below are not sequential and may be implemented at any stage if your level of attendance warrants it.

5.2.6 During your probationary period, if your level of attendance does not meet Company standards (namely 5 or more working days sickness absence), the Company has the right to implement the Absence Management Procedures at Stage 4 (dismissal).

5.2.7 Details of absence records and comparative information (if relevant) about attendance levels will be considered at interviews. Interviews will be attended by the HR Manager whose role will be to take a note of the meeting. It will also be his/her responsibility to prepare warning letters and to monitor absence levels in the future. Decisions about whether or not to impose a warning or dismissal will be taken by your Manager.

5.2.8 If your level of attendance is still not up to the required standard at the end of the Absence Management Procedures, the Company reserves the right to



implement the Absence Management Procedures at Stage 4 (dismissal). If you are dismissed as a result of sickness absence, you will usually receive notice or payment in lieu.

### **5.3 ABSENCE MANAGEMENT PROCEDURE STAGE 1 – ORAL WARNING**

5.3.1 If your level of attendance does not meet acceptable standards you will be interviewed by your immediate Manager or an appropriate person. You will be advised that this is Stage 1 of the Absence Management Procedures, told why the interview is necessary, and be given the opportunity to state your case. If appropriate, you will be given an oral warning that if your level of attendance does not improve to the required standard within a specified period, this may result in further action under the Absence Management Procedures, possibly including dismissal. You will be made aware of the improvement expected in your level of attendance and a record of the warning will be placed on your personnel file. The oral warning will be disregarded for attendance purposes after 6 months subject to you meeting a consistently satisfactory level of attendance.

### **5.4 ABSENCE MANAGEMENT PROCEDURE STAGE 2 – WRITTEN WARNING**

5.4.1 If your level of attendance does not improve, or if your attendance is sufficiently unsatisfactory, you will be interviewed by your immediate Manager or an appropriate person and the nature of the complaint about your unsatisfactory attendance will be explained. If your Manager or the appropriate person conducting the interview believes it to be justified you will be given a written warning outlining the nature of the complaint and inform you that if your level of attendance does not improve during the period specified in the warning you may be dismissed. A copy of this warning will be placed on your personnel file but will be disregarded for attendance purposes after 12 months subject to you meeting a consistently satisfactory standard of attendance.

### **5.5 ABSENCE MANAGEMENT PROCEDURE STAGE 3 – FINAL WRITTEN WARNING**

5.5.1 If your level of attendance is sufficiently unsatisfactory or if, following a first written warning, your level of attendance does not improve within the period specified, you will be interviewed by an appropriate senior Manager or other appropriate person who will decide on the action to be taken. You may be given a final written warning giving details of the complaint regarding your unsatisfactory attendance and warning you that further absence will result in dismissal. A copy of this warning will be placed on your personnel file but will be disregarded for attendance purposes after 12 months (although in exceptional cases the period may be longer or the final written warning may not be disregarded) subject to you meeting a satisfactory level of attendance.

### **5.6 ABSENCE MANAGEMENT PROCEDURE STAGE 4 – DISMISSAL**

5.6.1 If you still fail to reach the required standards following a final written warning, this will normally be viewed as a dismissal offence. You will be interviewed by an appropriate senior Manager or other appropriate person who will decide on the action to be taken.

## **5.7 APPEALS FROM ABSENCE MANAGEMENT PROCEDURES**

5.7.1 If you feel you have been unjustly treated, you may appeal in writing. Your appeal should be made in writing within 5 working days of the relevant warning or dismissal. Your appeal should state the ground(s) on which the action should be reviewed. You should contact the HR Manager who will inform you of the appropriate person to whom the appeal should be made. The appeal will be considered by a senior Manager who is independent of the Absence Management Procedure previously conducted. The appeal will normally be held within 10 working days of receipt of your written grounds for appeal.

5.7.2 The form of the appeal will be at the discretion of the person conducting it and will depend on the penalty which is the subject of the appeal. An appeal against any penalty other than dismissal will usually involve a review of all the relevant documentation including your grounds for appeal and may involve a further meeting. An appeal against dismissal will usually involve a further meeting to be attended by you and by the Manager who made the decision to dismiss.

5.7.3 You have the right to be accompanied at any appeal meeting by a Company colleague and will be given the opportunity to state your case. A representative of the Company will be present at the appeal or other arrangements will be made to keep a record of proceedings. At the appeal any penalty imposed under the Absence Management Procedures will be reviewed but it cannot be increased.

5.7.4 The outcome of the appeal will be relayed to you in writing as soon as practicable after the appeal has been held. Where an appeal against dismissal fails, the effective date of termination of employment will be the date on which you were originally dismissed. There will be no further right of appeal.

## **6. MATERNITY POLICY**

### **6.1 STATUTORY ENTITLEMENTS AND DEFINITIONS**

6.1.1 The purpose of this policy is to provide time off for female employees who are pregnant or have recently given birth. This policy outlines the statutory requirements and entitlements applying to maternity leave, and the support the Company provides during this time. Pregnant employees and employees who have recently given birth are covered by the provisions of the Maternity Protection Acts, 1994 and 2004 and the Maternity Protection Act, 1994 (Extension of Periods of Leave) Order, 2006 (the "Acts"). The Acts provide that female employees who are pregnant or have recently given birth are entitled to statutory maternity leave. The Acts also provide for leave on health and safety grounds for pregnant employees, employees who have recently given birth and employees who are breastfeeding.

6.1.2 In addition, the Acts provide for time off for male employees in the event of the death of the mother of his child within 24 weeks and up to 40 weeks' of her giving birth.

6.1.3 This policy covers full-time and part-time permanent and temporary female employees as well as male employees in the event of the mother's death.

6.1.4 For the purposes of this Maternity Policy, a week begins on a Sunday.

## **6.2 TIME OFF FOR MEDICAL APPOINTMENTS/ANTENATAL CARE**

6.2.1 If you are pregnant, then regardless of length of service or status (full or part-time), you are eligible to paid time off during working hours for the purpose of attending medical appointments which have been recommended by your doctor or midwife. (This includes the time required to travel to and from the appointment).

6.2.2 You must, where possible, give written notification to the Company of the date and time of the medical appointments at least two weeks' in advance. The Company requests that, where possible, appointments are at the beginning or at the end of the working day. If the appointment finishes during the working day you are required to return to work.

6.2.3 You are entitled to take reasonable time off during your normal working hours to receive antenatal care, although wherever possible you should arrange your appointments at the start or end of your working day. Antenatal care includes appointments with your doctor, midwife, hospital clinics and any other appointments made on the advice of a doctor, midwife or health visitor.

6.2.4 You should advise your Manager that you will be absent as far in advance of your appointment as possible and you may be asked to produce your appointment card. There will be no deduction from salary for attendance at authorised antenatal appointments.

6.2.5 You will also be entitled to time off to attend one set of ante-natal classes (other than the last 3 classes in such a set) regardless of length of services or status (full or part-time). You should give the Company as much notice as possible of such classes.

6.2.6 If you are an expectant father you are also entitled to a once-off right to time off from work, without loss of pay, for the purpose of attending the last two ante natal classes in a set of such classes attended by the expectant mother of your child before the birth of the child. Save for emergency situations, this right is subject to you giving the Company at least two weeks' notice before the first class or class concerned and appropriate documentation giving the dates and times of the classes.

## **6.3 LENGTH OF MATERNITY LEAVE**

### Ordinary maternity leave

6.3.1 You are entitled to a 26 week period of ordinary maternity leave irrespective of your length of service or the number of hours you work each week.

### Additional maternity leave

6.3.2 You are entitled to an additional 16 week period of additional maternity leave commencing immediately following your ordinary maternity leave, irrespective of length of service or the number of hours you work each week. This means you will have an entitlement to 42 weeks' leave in total.

## **6.4 START OF MATERNITY LEAVE**

6.4.1 You must take at least 2 weeks maternity leave before the end of the week in which your baby is due (as medically certified) and a minimum of four weeks after that week.

## **6.5 NOTIFICATION OF MATERNITY LEAVE**

### Employee notice

6.5.1 You must give at least 4 weeks' notice of the start of maternity leave (unless the child is born prematurely before that date).

6.5.2 As soon as practicable, you should tell your manager and the HR department that you are pregnant and when you intend to start your maternity leave and how long you intend to take off; however notification of whether you want to take the final 16 weeks of statutory maternity leave ('Additional Maternity Leave') need only be given 4 weeks prior to the end of the initial 26 week leave period ('Ordinary Maternity Leave').

6.5.3 You should also make sure you a certificate signed by your doctor/midwife noting the expected week of confinement and send this to the Company with your notification form or as soon as possible thereafter and no later than 4 weeks prior to the start of your maternity leave.

6.5.4 Once you have given notice to the Company you may only delay the start date of your maternity leave by giving 4 weeks' written notice before the date previously notified. If you wish to bring the start date forward, you must notify the Company in writing 4 weeks' before the new start date.

### Company notice

6.5.5 Within 28 days of receipt of your notice of maternity leave, the Company will write to you to confirm your leave entitlement and identify the date by which you are expected to return to work.

## **6.6 STATUTORY MATERNITY BENEFIT (SMB)**

6.6.1 Maternity pay is not paid for by the Company. You may be entitled to receive SMB from the Department of Employment Affairs and Social Protection.

6.6.2 SMB is a State payment made to women in Ireland on ordinary maternity leave from work and who have paid a certain amount of PRSI (Pay Related Social Insurance). SMB does not apply to additional maternity leave. You need to apply for the payment 10 weeks before you intend to go on maternity leave to the Maternity Benefit Section, Department of Employment Affairs and Social Protection.

6.6.3 While on maternity leave, you do not have to pay PRSI and the Universal Social Charge but SMB is subject to income tax. On your return from maternity leave, please contact Revenue as you may be eligible for an income tax refund for this period.

## **6.7 HOSPITALISATION OF A NEWBORN CHILD**

6.7.1 If a newly born child is hospitalised and the mother has taken over 14 weeks' maternity leave, 4 weeks of which had to be taken after the end of the week of confinement, the Company may allow the mother to postpone her remaining maternity leave or additional maternity leave. The employee would then be entitled to take up the balance of the leave no later than 7 days after the discharge of the child from hospital.

## **6.8 PREMATURE AND LATE BIRTHS**

6.8.1 If your baby is born prematurely you are entitled to a further period of maternity leave (and SMB payment, if eligible). This further period of maternity leave will start at the end of basic 26 week maternity leave and will be equal to the length of time between the actual date of birth and the date when the maternity leave was expected to commence (i.e. 2 weeks before the expected date of birth).

6.8.2 If your baby is born later than expected so that you have less than four weeks maternity leave remaining after the week in which your baby is born, you may extend your maternity leave so that you have a full four weeks leave after the week of the birth. The maximum extension is four weeks.

## **6.9 FATHER'S LEAVE**

6.9.1 This is not paternity leave and is available where the death of the mother occurs.

6.9.2 If the mother's death occurs within 24 weeks following the birth, then a father who is employed under a contract of employment is entitled to the remainder of the maternity leave (paid leave) and the additional (unpaid leave) maternity leave. If the mother's death occurs after 24 weeks following the birth, then the father is entitled to leave up to the end of the 40th week. This leave begins within 7 days of the mother's death.

6.9.3 This leave is conditional on the father giving (a) the Company written notification no later than the day he wishes to take the leave and (b), if the Company so requests, a copy of the mother's death certificate and the child's birth certificate as soon as is reasonably practical. Where it is certified by his employer that the father is entitled to leave under the Acts, then he shall be entitled to benefit similar to if he was a woman who was entitled to maternity leave.

## **6.10 CONTRACT OF EMPLOYMENT DURING MATERNITY LEAVE**

### Continuity of employment

6.10.1 For the purpose of statutory employment rights, your continuity of employment is not broken by ordinary or additional maternity leave. This means that the full period of your maternity leave will count for calculating continuous employment.

6.10.2 Your Contract of Employment will continue during ordinary and additional maternity leave as specified below, although you will not be obliged to work and the Company will not be obliged to provide you with work. Your contractual

rights/obligations will depend on whether you are absent on ordinary or additional maternity leave.

#### Terms and conditions during Ordinary and Additional Maternity Leave

6.10.3 Whilst you are absent on ordinary maternity leave and additional maternity leave, all terms and conditions of your employment remain in force, except for the terms relating to pay. In particular, you must abide by the Company's policies and procedures and, provided you have given the required notice as detailed above, you will be entitled to the following:

- you will continue to accrue your normal contractual holiday entitlement including bank holidays. If the holiday year is due to end during your absence on maternity leave, you should try to ensure that you have taken your full year's entitlement before your maternity leave starts; and
- other contractual benefits (with the exception of your salary/remuneration entitlement) will also be continued.

If you are a member of the Group Retirement Benefit Plan, the Company shall not make contributions during a period of maternity leave.

#### Employees' illness or injury during additional maternity leave

6.10.4 Subject to the Company's agreement and a copy of appropriate medical documentation, if an employee falls sick during her additional maternity leave she may terminate her maternity leave so that she can avail of sick leave benefits. The request of termination by the employee and acceptance of termination by the Company must be in writing and be as soon as reasonably practicable.

### **6.11 KEEPING IN TOUCH DURING MATERNITY LEAVE**

6.11.1 Shortly before your maternity leave starts the Company will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave.

6.11.2 The Company may make reasonable contact with you from time to time during your maternity leave, for example, to discuss your plans for returning to work or to update you on developments at work during your absence. The purpose of reasonable contact is to encourage communication between you and the Company.

6.11.3 You are not required to carry out any work during your maternity leave.

### **6.12 BREASTFEEDING**

6.12.1 If you have given birth within the previous six months and you are breastfeeding your baby you are entitled to a paid break of one hour (where suitable facilities are provided in the workplace) or a reduction of working hours to breastfeed or express milk. The hour break may be split into shorter periods of time totalling one hour and must be agreed with your immediate manager.

## **6.13 RETURNING TO WORK FOLLOWING MATERNITY LEAVE**

### Notification requirements

6.13.1 If you return to work at the end of your agreed maternity leave period you do not need to notify the Company in advance of the date of your return, but it would be helpful if you could give the Company confirmatory notice 4 weeks' prior to returning.

6.13.2 If you wish to return to work from maternity leave earlier than the agreed maternity leave period, you must provide at least 4 weeks' advance written notice of the date on which you propose to return.

### Deciding not to return

6.13.3 If you intend not to return to work following your maternity leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise the Company may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without the Company's agreement. This will not affect your right to receive SMB.

### Arrangements for return to work

6.13.4 You are entitled to return to the same job at the end of your maternity leave period, unless it is not reasonably practicable (in which case you are entitled to return to one which is suitable and appropriate on terms and conditions that are not less favourable).

### Returning Late

6.13.5 If you wish to return later than the end of the period of additional maternity leave, you should either:

- request unpaid parental leave in accordance with the Company's Parental Leave Policy (see Section 9), giving the Company as much notice as possible but not less than 6 weeks; or
- request paid annual leave in accordance with your contract, which will be at the Company's discretion; or
- if you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company's normal rules on sick leave will apply (see Section 4)

In any other case, late return will be treated as unauthorised absence.

## **6.14 HEALTH AND SAFETY**

6.14.1 The Company will carry out an assessment of the job risks to any employee who is pregnant, a new mother or breast feeding. Therefore, you

should advise your Manager as soon as possible if you are pregnant, have given birth in the last 6 months, or are breast feeding to allow adequate protection to be provided to you.

6.14.2 If your job is identified as carrying any risk for you or your unborn, newborn or breast feeding child, you will be notified immediately and arrangements will be made to remove you from those risks. This may mean that your working conditions are altered or that you are offered another more suitable job for the duration of your pregnancy, new mother or breast feeding status. If neither of these options is possible, the Company is obliged to suspend you on full pay until you are no longer at risk.

6.14.3 If you have any concerns about your own health and safety at any time, you should speak to your Manager immediately.

## **7. PATERNITY POLICY**

### **7.1 SCOPE OF AND QUALIFICATION FOR PATERNITY LEAVE**

7.1.1 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in the Company's Adoption Policy (see [Section 8](#)).

7.1.2 You will have the right to paternity leave if you meet all the following conditions:

(a) You:

- are the biological father of the child; or
- have been matched with a child by an adoption agency; and
- are the spouse, civil partner or Partner of the child's mother; or
- are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency; or
- are the parent of the donor-conceived child.

(b) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

*\*Note: A partner is someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, and who is not related to you within the prohibited degrees of relationship or married to you or your civil partner.*

### **7.2 LENGTH OF PATERNITY LEAVE**

7.2.1 Paternity Leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.



7.2.2 Paternity Leave can be taken from the date of the child's birth or adoption placement, but must end:

- (a) in birth cases, within 26 weeks of the child's birth; or
- (b) in adoption cases, within 26 weeks of the child's placement.

7.2.3 You can take only one period of Paternity Leave even if more than one baby is born as a result of the same pregnancy or more than one child is placed for adoption.

### **7.3 NOTIFICATION REQUIREMENTS**

#### Notification (birth)

7.3.1 If you wish to take Paternity Leave in relation to a child's birth, you must give the Company notice in writing at least 4 weeks before the intended start date and confirm:

- the Expected Week of Childbirth (EWC);
- whether you intend to take one week's leave or two consecutive weeks' leave; and
- when you would like to start your leave. You can state that your leave will start on:
  - (i) the day of the child's birth;
  - (ii) a day which is a specified number of days after the child's birth; or
  - (iii) a specific date later than the first day of the EWC.

7.3.2 The Company may require a signed declaration from you that you are taking Paternity Leave for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

7.3.3 The Company may also require you to provide a copy of the mother's doctor certificate confirming the EWC.

#### Notification (adoption)

7.3.4 If you wish to take Paternity Leave in relation to the adoption of a child, you must give the Company at least 4 weeks' notice in writing before the intended start of the Leave and produce a certificate of placement in relation to the child and confirm:

- the date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- whether you intend to take one week's leave or two consecutive weeks' leave; and

- when you would like to start your leave. You can state that your leave will start on:
  - (i) the day on which the child is placed with you or the adopter;
  - (ii) a day which is a specified number of days after the child's placement; or
  - (iii) a specific date later than the Expected Placement Date.

7.3.5 The Company may require a signed declaration from you that you are taking Paternity Leave for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

#### **7.4 CHANGING THE DATES OF PATERNITY LEAVE**

7.4.1 You may revoke an existing notification and submit a new notification, subject to the time limits note above.

#### **7.5 CONTRACT OF EMPLOYMENT DURING PATERNITY LEAVE**

7.5.1 All the terms and conditions of your employment remain in force during Paternity Leave, except for the terms relating to pay. In particular:

- benefits in kind shall continue; and
- annual leave entitlement under your contract shall continue to accrue (see Section 7.5.2).

##### Annual leave

7.5.2 During Paternity Leave, annual leave will accrue at the rate provided under your contract. If the holiday year is due to end during your absence on paternity leave, you should try to ensure that you have taken your full year's entitlement before your paternity leave starts.

##### Pension

7.5.3 If you are a member of the Group Retirement Benefit Plan, the Company shall not make contributions during a period of Paternity Leave.

#### **7.6 KEEPING IN TOUCH DURING PATERNITY LEAVE**

7.6.1 The Company may make reasonable contact with you from time to time during your paternity leave.

#### **7.7 RETURNING TO WORK**

7.7.1 You are normally entitled to return to work following Paternity Leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined your Paternity Leave with a period of:

- additional maternity leave;

- additional adoption leave; or
- parental leave of more than four weeks,

and it is not reasonably practicable for you to return to the same job, the Company will offer you a suitable and appropriate alternative position.

7.7.2 If you are unable to return to work from Paternity Leave as expected due to sickness or injury, this will be treated as sickness absence in accordance with the Sick Leave Policy in Section 4.

7.7.3 In any other case, a late return will be treated as unauthorised absence.

7.7.4 If you intend not to return to work following your Paternity Leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of Paternity Leave left to run when you give notice must be at least equal to your contractual notice period, otherwise the Company may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without the Company's agreement. This will not affect your right to receive SPB.

## **7.8 STATUTORY PATERNITY BENEFIT (SPB)**

7.8.1 You may be entitled to State Paternity Benefit and you should apply at least 4 weeks before the commencement of your leave period to the Department of Employment Affairs and Social Protection.

7.8.2 SPB is at a prescribed rate which is set by the government for the relevant tax year (€245 per week ).

## **8. ADOPTION POLICY**

### **8.1 SCOPE OF AND QUALIFICATION FOR ADOPTIVE LEAVE**

8.1.1 Adoptive leave is time off work in order to care for your newly adopted child. In order to qualify you must be newly matched with a child for adoption by an Adoption Authority of Ireland approved Irish or overseas adoption agency. Adoptive leave and pay is not available in circumstances where a child is not newly matched for adoption, for example where a step parent is adopting a partner's child.

8.1.2 Adoptive Leave must be taken by either the employed adopting mother or sole male adopter. The other party of the adopting couple may take paternity leave (see Section 7).

8.1.3 You have the right to adoptive leave if:

- an approved adoption agency has given you written notice that it has matched you with a child for adoption and tells you the expected placement date ("EPD");

- you have been matched with a child by the approved adoption agency; and
- you have notified the agency that you agree the child should be placed with you.

## **8.2 LENGTH OF ADOPTIVE LEAVE**

8.2.1 Eligible employees (as specified above) will be entitled to:

- a minimum period of 24 weeks' ordinary adoptive leave ("OAL"); and
- an optional period of 16 weeks' additional adoption leave ("AAL").

## **8.3 START OF ADOPTIVE LEAVE**

8.3.1 OAL must start on the date of placement itself, but AAL may start prior to the date of placement.

8.3.2 You can postpone your intended start date by informing the Company in writing at least 4 weeks before the original date or, if that is not possible, as soon as you can.

8.3.3 You can bring forward your intended start date by informing the Company in writing at least 4 weeks before the new start date or, if that is not possible, as soon as you can.

8.3.4 Shortly before your adoption leave starts the Company shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

## **8.4 DISRUPTION OF ADOPTION**

8.4.1 If you begin a period of adoptive leave before the placement of the child and are then told that the placement will not be made, or if during adoptive leave the child dies or returns to the adoption agency, you must notify the Company no later than 7 days. The Company will then discuss with you your return to work.

## **8.5 NOTIFICATION REQUIREMENTS**

8.5.1 You must give the Company notice not later than 4 weeks before the EPD in writing of:

- (a) the EPD; and
- (b) your intended start date for adoptive leave; and
- (c) if you intend to take AAL and your intended date of return to work.

8.5.2 As soon as reasonably practicable and in any event at least 4 weeks after the EPD, you must also provide the Company with the certificate of placement; or in the case of a foreign adoption, as soon as reasonably practicable after the EPD, you must provide the Company with the declaration of eligibility and suitability.

## **8.6 STATE ADOPTIVE BENEFIT (SAB) FOR ADOPTIVE LEAVE**

8.6.1 You may qualify for the State's Adoptive Benefit (**SAB**) for 24 weeks paid at the rate of €245 per week. . You should apply to the Department of Employment Affairs and Social Protection at least 6 weeks prior to the EPD.

## **8.7 CONTRACT OF EMPLOYMENT DURING ADOPTIVE LEAVE**

8.7.1 Whilst you are absent on ordinary adoptive leave and additional adoptive leave, all terms and conditions of your employment remain in force, except for the terms relating to pay. In particular, you must abide by the Company's policies and procedures and, provided you have given the required notice as detailed above, you will be entitled to the following:

- you will continue to accrue your normal contractual holiday entitlement including bank holidays. If the holiday year is due to end during your absence on adoptive leave, you should try to ensure that you have taken your full year's entitlement before your adoptive leave starts; and
- other contractual benefits (with the exception of your salary/remuneration entitlement) will also be continued.

If you are a member of the Group Retirement Benefit Plan, the Company shall not make contributions during a period of adoptive leave.

## **8.8 KEEPING IN TOUCH DURING ADOPTIVE LEAVE**

8.8.1 Shortly before your adoptive leave starts the Company will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave.

8.8.2 The Company may make reasonable contact with you from time to time during your adoptive leave, for example, to discuss your plans for returning to work or to update you on developments at work during your absence. The purpose of reasonable contact is to encourage communication between you and the Company.

8.8.3 You are not required to carry out any work during your adoptive leave.

## **8.9 RETURNING TO WORK FOLLOWING ADOPTIVE LEAVE**

### Arrangements for return to work

8.9.1 You are entitled to return to the same job at the end of your adoptive leave period, unless it is not reasonably practicable (in which case you are entitled to return to one which is suitable and appropriate on terms and conditions that are not less favourable).

### Notification requirements

8.9.2 If you have not already agreed that you will take AAL but subsequently decide you want to take such leave, you must notify the Company at least 4 weeks in advance of the end of your OAL. Also, in any event, you must give 4 weeks confirmatory notice of your return to work.

8.9.3 If you wish to return to work from adoptive leave earlier than previously agreed, you must contact the Company in advance to discuss the proposal.

Deciding not to return

8.9.4 If you intend not to return to work following your adoptive leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of adoptive leave left to run when you give notice must be at least equal to your contractual notice period, otherwise the Company may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without the Company's agreement.

Returning Late

8.9.5 If you wish to return later than the end of the period of additional adoptive leave, you should either:

- request unpaid parental leave in accordance with the Company's Parental Leave Policy (see Section 9), giving the Company as much notice as possible but not less than 6 weeks; or
- request paid annual leave in accordance with your contract, which will be at the Company's discretion; or
- if you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company's normal rules on sick leave will apply (see Section 4)

In any other case, late return will be treated as unauthorised absence.

## **9. PARENTAL LEAVE POLICY**

### **9.1 SCOPE OF AND QUALIFICATION FOR PARENTAL LEAVE**

9.1.1 Parental leave is time off work to look after your eligible child or to make arrangements for the good of your eligible child.

9.1.2 You may be entitled to up to 22 weeks' unpaid parental leave per child (this will increase to 26 weeks from 1 September 2020) if you meet one of the following conditions:

- 9.1.2.1 You are the parent of a child who is under 12 years of age;
- 9.1.2.2 You have adopted a child under the age of 12 (the right to parental leave lasts for a period of two years from the date of adoption if the child is nearing their 12<sup>th</sup> birthday); or
- 9.1.2.3 You have acquired formal parental responsibility for a child who is under 12 years of age.

9.1.3 For parents of disabled children with long term illness the leave entitlement will continue up to the child's 16<sup>th</sup> birthday.

9.1.4 You will have the right to parental leave if you are an employee with one year's continuous employment, except where the employee has at least 3 months' service on the latest date for commencing a period of parental leave (in which case a pro rata leave period will apply).

## **9.2 LENGTH OF PARENTAL LEAVE**

9.2.1 Parental leave should be taken in either one block , or 2 separate blocks of which neither is less than 6 weeks. If you choose to take your leave in blocks of less than this, it will be subject to the Company's approval. In the case of employees who took parental leave prior to 1 September 2019, the additional remaining statutory parental leave must be taken in periods of not less than one week.

9.2.2 Any parental leave that you have taken in relation to a child while working for another employer counts towards your entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to the HR Manager.

## **9.3 NOTIFICATION REQUIREMENTS**

9.3.1 You must give at least 6 weeks' written notice of any parental leave you want to take, specifying the exact proposed dates.

9.3.2 You may not exercise any entitlement to parental leave unless you have complied with any request made by the Company to produce evidence as to his/her entitlement (e.g. parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; where the employee is exercising a right in relation to a disabled child, details of the child's entitlement to Disability Living Allowance; where the employee is exercising a right in relation to a child with long term illness, such evidence as the Company may reasonably require).

9.3.3 If you wish to take parental leave commencing immediately on the birth/adoption of a child, you must give notice of this intention at least 6 weeks before the start of the expected week of childbirth/expected placement date or in the case of a child being placed for adoption as soon as is reasonably practicable thereafter and the notice must specify the EWC/EPD.

9.3.4 Parental leave will only be given where the appropriate notice has been given. The Company reserves the right, in certain circumstances, to postpone parental leave where the Company considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, the Company will allow the employee to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. You will be given notice of postponement, reasons therefore, together with alternative dates. Such notice will be given no later than four weeks before the commencement of the proposed leave.

#### **9.4 CONTRACT OF EMPLOYMENT DURING PARENTAL LEAVE**

9.4.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave. However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. The right to accrue statutory holiday entitlement, will, however, remain in place.

9.4.2 During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

9.4.3 If you are a member of the Group Retirement Benefit Plan the Company shall not make contributions during a period of parental leave.

#### **9.5 RETURNING TO WORK**

9.5.1 You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

### **10. PARENT'S LEAVE POLICY**

10.1 Each relevant parent is entitled to 2 weeks' Parent's Leave for a child born or adopted no earlier than 1 November 2019, to enable the parent to provide, or assist in the provision of, care to the child. A relevant parent includes a parent of the child or the spouse, civil partner or cohabitant of a parent of the child.

10.2 Parent's Leave can be taken in addition to Maternity Leave, Adoptive Leave, Paternity Leave and Parental Leave rights. It is intended to be taken after Maternity Leave or Adoptive Leave or Paternity Leave, as applicable to the parent.

#### **10.3 CONDITIONS OF LEAVE**

10.4 The leave must be taken in a 2 week block or in two 1 week blocks within the first year of the child's birth or adoption. It is not transferable between parents. In the case of a multiple birth or an employee adopts 2 or more children at the same time, such employee will only be entitled to one 2 week period of Parent's Leave for all such children.

10.5 You must give 6 weeks' written notice of the proposed dates for taking the Parent's Leave. Such notification should include, if not already provided to Human Resources, the relevant medical certificate or certificate of eligibility and suitability. Subsequently and as soon as reasonably practicable, the employee



should provide Human Resources with a copy of the relevant birth certificate or certificate of placement.

10.6 The Company may postpone the intended Parent's Leave if the proposed dates in an employee's notification would have a substantial adverse effect on the operation of the business. In such case the Employer will give the employee written notice at least 4 weeks prior to the intended commencement of the Parent's Leave. The postponement may be to such time, not later than 12 weeks, as may be agreed after consultation between the Company and employee.

#### **10.7 RIGHTS DURING AND ON RETURN FROM LEAVE**

10.8 The State Parent's Benefit is payable to eligible parents during the Parent's Leave provided that the parent has sufficient social security contributions. You should apply for such Parent's Benefit to the Department of Social Protection at least 6 weeks prior to taking the Parent's Leave.

10.9 Your absence on Parent's Leave will not affect any right related to your employment, other than the right to remuneration being suspended.

10.10 You will have a right to return to work at the end of the Parent's Leave to your employment, on terms and conditions no less favourable than if you had not taken such leave. You are protected from penalisation for having taken, or proposed to take, Parent's Leave.

### **11. ADDITIONAL LEAVE POLICIES**

#### **11.1 ANNUAL LEAVE POLICY**

11.1.1 In addition to normal public holidays, you will be entitled to 28 working days' paid annual leave in each calendar year, which shall be pro-rated in your first and last years of employment with the Company. Such holidays are to be taken at such time or times as may be approved by the Company.

11.1.2 Upon the five year anniversary of your commencement date, you will be entitled to 30 working days' paid annual leave in each calendar year which shall be pro-rated in the year when your five year service anniversary occurs and in your last year of employment with the Company.

11.1.3 You can carry forward to the following calendar year unused holiday entitlement up to a maximum of eight days, but you must take any annual leave days carried forward before the end of June in that year. Any carried-forward holidays that are not used by the end of June will be forfeited.

11.1.4 Your annual leave entitlement shall be pro-rated in the calendar year in which your employment terminates as per your contract of employment. Where you have taken more or less than your annual leave entitlement in the year in which your employment terminates, a proportionate adjustment will be made by

way of an addition to or deduction from (as appropriate) your final gross pay calculated on a pro-rata basis.

11.1.5 The Company may require you to take any or all of your annual leave entitlement during any notice period.

## **11.2 TIME OFF FOR DEPENDANTS – Force Majeure Leave**

11.2.1 The purpose of Force Majeure Leave is to provide limited paid leave to enable you to deal with family emergencies resulting from injury or illness of a family member, as defined below.

11.2.2 You will be entitled to:

- (a) up to 3 days paid Force Majeure Leave in any consecutive 12 month period; or
- (b) up to 5 days in a 36 consecutive month period.

11.2.3 Absence for part of a day is counted as a full day of force majeure leave.

11.2.4 Entitlement to force majeure leave is limited to circumstances where your immediate presence at the place where the ill or injured person is situated is indispensable.

11.2.5 Force Majeure Leave will be granted in respect of the illness or injury of the following family members: child/adopted child; spouse/partner; a person with whom you are in loco parentis; your parent or grandparent; your brother or sister; or another individual with whom you live and are in a relationship of dependency.

11.2.6 You must notify the Manager in writing giving reasons for your request as soon as is practicable. At a minimum, as soon as is reasonably practicable after your return to work after an absence of force majeure leave, you must confirm that you have taken the leave in writing to the Manager.

## **11.3 COMPASSIONATE LEAVE**

11.3.1 In addition to your right to time off for dependants as specified in Section 10.1, requests for compassionate leave may be granted by your Manager if someone in your immediate family suffers death or very serious illness.

11.3.2 “**Immediate family**” is defined as spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

11.3.3 Whether compassionate leave is granted, the length of such leave, and whether any portion of the leave will be paid (up to a maximum of three days paid) will be in the reasonable discretion of the Company based on the circumstances of the incident. For other close relatives who are not immediately family, one day’s compassionate leave (unpaid) may be granted at the entire discretion of the Company.

11.3.4 If you feel unable to return to work following a period of compassionate leave, you should contact your Manager. It may be appropriate to take a period of annual leave or unpaid leave in those circumstances.

#### **11.4 JURY SERVICE**

11.4.1 You must notify your Manager as soon as possible if you are required to attend Court for jury service or some other judicial reason, including your estimated length of absence. You must provide the Company with a copy of the jury summons, if requested.

11.4.2 Depending on the demands of the business the Company may request that you apply to be excused from or defer your jury service.

11.4.3 The Company will pay you during such leave. Additional leave for any other Court attendance (including appearance in connection with being charged with an offence, involvement in personal proceedings, or appearance as a witness) will be normally be unpaid.

11.4.4 The Company will not reimburse you for loss of earnings incurred during jury service. You must, therefore, claim from the Court for loss of earnings, travelling expenses and subsistence allowance.

#### **11.5 MEDICAL APPOINTMENTS**

11.5.1 Medical and dental appointments should be arranged as early in the morning or as late in the afternoon as possible to avoid disrupting the working day and the Company's operational requirements. As you will be paid for your absence for medical and dental appointments, you will be required to make up the time taken to attend the appointment during the same working week.

11.5.2 In certain circumstances at the discretion of your Manager, the HR Manager or senior management, you may be required to produce evidence of your medical appointment (for example, if you have had repeated past absences).

11.5.3 For the avoidance of doubt, this provision does not include antenatal appointments (see [Section 6.2](#) above).

#### **11.6 CARER'S LEAVE**

11.6.1 If you have completed 12 months continuous employment with us, you are entitled to unpaid carer's leave in order to care for a person (a "Relevant Person") who requires full-time care and attention in accordance with the provisions of the Carer's Leave Act, 2001. You must give at least 6 weeks' notice in writing of your intention to take carer's leave indicating the date it is proposed to commence carer's leave.

11.6.2 The maximum period of such leave is 104 weeks. A Relevant Person is a person who is over the age of 16 and is so incapacitated as to require full-time care and attention or a person who is under 16 and in receipt of a Domiciliary Care Allowance. You may be entitled to receive Carer's Benefit whilst on leave. You should apply to the Carer's Benefit Section of the Department of Employment Affairs and Social Protection.

## **11.7 UNPAID LEAVE**

11.7.1 Unpaid leave for purposes not otherwise included in this Section 11 may be granted in exceptional circumstances at the discretion of your Manager.

## **12. DATA PROTECTION POLICY**

Please see the Company's separate Employee & Tied Agent Privacy Policy applicable to employees, contractors (including tied agents) and candidates.

## **13. EXPENSES POLICY**

### **13.1 EXPENSES POLICY STATEMENT**

13.1.1 You are entitled to be reimbursed in respect of all reasonable out-of-pocket expenses incurred by you in the proper performance of your duties, subject to the expense claims procedure set out below. You shall use your best endeavours to keep the amount of such expenses to a minimum.

### **13.2 EXPENSE CLAIMS PROCEDURE**

13.2.1 Claims for expenses must be made by submitting an expense claim form to your Manager within 60 days of incurring the expense or returning from a business trip. Expense claims submitted later than 60 days after you incur the expenses or following your return from a business trip may not be reimbursed.

13.2.2 All expense claim forms must be countersigned by your Manager and supported by valid receipts or warrants. Expenses will only be paid if approved by your Manager. If you are uncertain as to whether an expense will be reimbursed by the Company, you should seek clarification from your Manager before the expense is incurred.

13.2.3 Details regarding submission of expense claims are set out in the Company Corporate Travel Expense Policy.

13.2.4 Any attempt to knowingly or falsely claim expenses in breach of this Expenses Policy will result in action being taken under the Company's disciplinary procedure.

### **13.3 IMPERMISSIBLE EXPENSES**

13.3.1 As guidance, the following expenses will not usually be reimbursed:

- intra-company employee entertaining, unless preapproved by the Managing Director;
- department social functions, unless preapproved by a Director;
- entertainment or travel for spouse/domestic partner;
- limousine hire;

- in relation to travel expenses: any personal expenses, including but not limited to, grooming, toiletries, entertainment (e.g., Pay TV, Video Rental, reading material), clothing, laundry and dry cleaning for trips less than three days; insurance; credit card dues or charges due to loss or theft; fines received for traffic offences or illegal parking; personal loss, theft or automobile damage;
- the cost of travel between your home and the office (except to the extent authorized under a Home Working Arrangement as set out in the Company Corporate Travel Expense Policy);
- gifts and entertainment (including tickets). Please note that the giving or acceptance of gifts or entertainment to or from clients, vendors or other third parties is strictly prohibited except in accordance with the Gifts and Hospitality Policy and Procedure.

#### **13.4 PERMISSIBLE EXPENSES**

##### Business travel

13.4.1 If you are required to travel on Company business, you will be reimbursed for expenses reasonably incurred by you in connection with your travel to the extent authorized by the Company Corporate Travel Expense Policy.

##### Business travel – transportation

13.4.2 It is the Company's policy to utilise the least expensive economy/standard-class fare whilst endeavouring to meet the arrival and/or departure times you request. If you choose to upgrade your fare, you are required to pay the differential personally.

13.4.3 The Company encourages the use of public transport for business travel. You will not be reimbursed for using more expensive forms of transport unless such use can be reasonably justified.

13.4.4 Use of personal vehicles for company business is reimbursed at the rates prescribed by Revenue Commissioners of Ireland from time-to-time and is intended to cover petrol/gasoline, insurance and wear and tear of the vehicle. Your reimbursement request must state the miles driven, the destination and the business purpose.

13.4.5 Use of rental cars is permitted provided a suitable and less expensive form of transport is unavailable. To the extent the Company has a relationship with a specific rental car or leasing company, all rental cars should be rented from such company. You should rent midsize cars only, unless there are 3 or more employees travelling together when you may upgrade to full-size. If you wish to upgrade your car in any other circumstances, you are required to pay the differential personally.

13.4.6 In the event you have an accident whilst driving a rental car, you must report this immediately to the police and the car rental company. A formal accident report must be requested from the police and you must notify the HR Manager.

13.4.7 You are required by the Company to wear a seat belt in any vehicle you use for business purposes.

13.4.8 Further details regarding airline transportation, personal automobile usage, rental cars and other transportation are set out in the Company Corporate Travel Expense Policy.

#### Business travel – accommodations

13.4.9 When travelling on company business, you are expected to stay at a Company preferred economy hotel. The maximum reimbursable amount for a hotel room is €100/night. If you wish to stay at more expensive accommodations, you are required to pay the differential personally. Tips, mini-bars, fitness passes, etc. are non-reimbursable. Further details regarding accommodations are set out in the Company Corporate Travel Expense Policy.

#### Business travel – meals

13.4.10 Meal allowances while on travel status are as follows:

- Breakfast (before 11 am) up to €10 incl. VAT if the cost is not included in the room rate of your accommodation
- Lunch (11 am to 4 pm) up to €20 incl. VAT
- Dinner (after 4 pm) up to €30 incl. VAT

13.4.11 Meal allowances include the cost of all food, beverages, taxes and gratuities. Gratuities above 10% will not be reimbursed without Management approval. Only 3 meals per day will be reimbursed.

13.4.12 Travel status begins when an employee begins travel towards a business related meeting and ends upon his/he return home. Dinner allowance is only claimable when an overnight stay is necessary as part of your business trip.

#### Entertainment

13.4.13 Subject to the restrictions on entertainment set out above and in the Compliance Manual, all entertaining must be kept to a reasonable level. When submitting an expense claim form for costs incurred in entertaining the Company's clients, you must specify those persons entertained and the venue. Further details regarding permissible entertainment expenses are set out in the Company Corporate Travel Expense Policy.

#### Business travel – laundry

13.4.14 The Company will reimburse you for the cost of laundry and dry cleaning of clothing if you attend a business trip exceeding 3 days.

#### Telephone

13.4.15 If you do not have a company issued telephone, you can claim reimbursement of your costs incurred in using your home and/or personal mobile telephone *for business calls*.

Business travel – international

13.4.16 Details regarding international travel expenses are set out in the Company Corporate Travel Expense Policy.

13.4.17 Meal allowances while on travel status in the US are as follows (inclusive of all food, beverages, taxes and gratuities):

- Breakfast (before 11 am) up to \$15 if the cost is not included in the room rate of your accommodation
- Lunch (11 am to 4 pm) up to \$20
- Dinner (after 4 pm) up to \$30

**13.5 HOME WORKING ARRANGEMENTS**

13.5.1 If you are approved by Management for a home working arrangement and you enter into a Home Working Supplement with the Company, certain of your expenses will be reimbursable both before and after the effective date of the home working arrangement. Details regarding both reimbursable and non-reimbursable expenses for employees with home working arrangements are set out in the Company Corporate Travel Expense Policy.

**13.6 CHARGE CARDS**

13.6.1 If you are issued with a Corporate Credit Card, you must comply strictly with the Company's rules governing its use. In particular:

- you must adhere to the card's credit limit, as specified by the Company;
- you must immediately advise the charge card company and the Fisher Investments Finance Department of the loss or theft of the charge card;
- charge cards are for business use only;
- all original charge card payment slips must be submitted with your completed expenses claim form.

13.6.2 Details regarding the Company's rules governing charge cards are set out in the Company Corporate Travel Expense Policy and the Company Corporate Credit Card Policy.

**14. WORKING LATE**

**14.1 MEAL ALLOWANCE**

14.1.1 Where it is necessary for you to work late, the Company will pay you a meal allowance for meals consumed by you during any period of working late as follows:

- Monday to Friday: all employees who are required to work 2½ hours or more past their normal daily end are entitled to claim up to €7.50 per day;

- Weekends and public/statutory holidays: all employees are entitled to receive one meal allowance (up to €7.50) for every 5 hours worked on weekends or public/statutory holidays, up to a maximum of two meals (up to €15.00) per day.

14.1.2 To claim a meal allowance for working late, you must obtain the authorisation of your Manager and produce relevant receipts.

## **14.2 TRANSPORT HOME**

14.2.1 Where it is necessary for you to work late, the Company will pay for your transport home after any period of working late as follows:

- Monday to Friday: you are entitled to take a taxi home at the expense of the Company if you are required to work after 8:00 pm in the Winter (GMT) or 9:00 pm in the Summer (BST);
- Weekends and public/statutory holidays: you are entitled to take a taxi home at the expense of the Company irrespective of the time you leave work.

14.2.2 Employees who work shifts on a regular basis should refer to their Manager for details of any different arrangements that apply to them.

## **15. EMPLOYEE REFERRAL PROGRAMME**

### **15.1 EMPLOYEE REFERRAL PROGRAMME**

15.1.1 Employee referrals are an important source of high-calibre recruits to the Company. Accordingly, if you introduce an individual to the Company who subsequently accepts employment with the Company, the Company may, in its entire discretion, make a total payment to you of €2,000 less tax and national insurance contributions. Such payment will be made in two instalments with €1,000 being paid on the payroll date immediately after the new employee has successfully completed 6 months' employment and €1,000 being paid on the payroll date immediately after the new employee has successfully completed 12 months' employment.

15.1.2 Referral payments will not be made if either the new employee or the referring employee is under notice of termination (either given or received) at the relevant payment date.

15.1.3 Referral payments will not be made with respect to a new employee who accepts employment with the Company immediately following full-time education where the Company has had contact with that new employee's higher education institution or otherwise where that new employee has accepted employment with the Company in part or in whole as a result of the Company's graduate recruitment activities.

15.1.4 Referral payments will not be made if the new employee:

- has not terminated their relationship with their former employer in accordance with the terms of their contract with their former employer (for example, by serving out their due notice period);



- has taken any confidential or other proprietary information of any sort belonging to their former employer from their former employer, or disclosed or misused confidential information belonging to their former employer; or
- fails to comply with any obligations contained within their contract with their former employer which continue to have effect subsequent to the termination of employment with the former employer.

15.1.5 If you enter into discussions with an individual with a view to that individual becoming a new employee of the Company, you must not encourage them (by words or action) to break any terms of their contract of employment contrary to Section 14.1.4 above.

15.1.6 Referral payments will not be made to Managers in whose department the new employee is hired, or any other employee where there is a direct conflict of interest as determined by the Company.

## **16. TAX INFORMATION**

### **16.1 TAX INFORMATION**

16.1.1 You should refer to Revenue's online myAccount service to view all of your relevant tax information.

16.1.2 The Company is required to make an annual return (Form 11) to the Revenue Commissioners of Ireland for all expenses, payments and taxable benefits provided to you.

16.1.3 If you have any queries regarding your income tax please contact your local tax officer.

## **17. RECRUITMENT, TRAINING AND DEVELOPMENT POLICY**

### **17.1 RECRUITMENT AND SELECTION**

17.1.1 The Company aims to ensure that no job applicant suffers discrimination because of any of the protected characteristics above.

17.1.2 Job advertisements should avoid stereotyping or using wording that may discourage groups with a particular protected characteristic from applying.

17.1.3 Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of the HR Manager. For example:

- questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
- questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.

- positive action to recruit persons with disabilities.
- equal opportunities monitoring (which will not form part of the decision-making process).

17.1.4 Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning the protected characteristics including age, race, religion or belief, sexual orientation, or gender reassignment without the approval of the HR Manager (who should first consider whether such matters are relevant and may lawfully be taken into account).

17.1.5 The Company is required by law to ensure that all employees are entitled to work in Ireland. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation.

## **17.2 TRAINING AND PROMOTION AND CONDITIONS OF SERVICE**

17.2.1 Employee training needs will be identified through regular employee appraisals. All employees will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

17.2.2 The Company will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly unlawfully discriminatory.

17.2.3 The Company will also ensure that disciplinary procedures and penalties are applied without unlawful discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

## **18. DIGNITY AT WORK POLICY**

### **18.1 EQUAL OPPORTUNITIES STATEMENT**

18.1.1 The Company is an equal opportunity employer. The Company supports fully the rights and opportunities of all people to seek, obtain, and hold employment without discrimination. The Company is committed to ensuring, within the framework of the law, that the Company workplace is free from unlawful discrimination.

18.1.2 The Company does not discriminate against employees on the basis of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the Traveller community ("**protected characteristics**").

18.1.3 The Company aims to ensure that all employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria. The Company has, therefore, adopted this Dignity at Work Policy to help achieve these aims.

18.1.4 All employees have a right to equality of opportunity and a duty to implement this Equal Opportunity Statement. All employees also have a duty to act in accordance with this policy and treat colleagues with dignity at all times,

and not to discriminate against or harass other employees, regardless of their status. Breach of this Equal Opportunity Statement and/or Dignity at Work Policy is potentially a serious disciplinary matter. Anyone who believes that he or she (or anyone else at the Company) may have been disadvantaged on discriminatory grounds should raise the matter to the HR Manager.

18.1.5 The principles of non-discrimination and equality of opportunity also apply to the way in which employees treat visitors, clients, customers, suppliers and former employees.

## **18.2 INTRODUCTION TO DIGNITY AT WORK POLICY**

18.2.1 The obligations in this policy to comply with appropriate standards of conduct apply to employees, agency workers, contractors, suppliers, customers and business contacts who interact with the Company's employees. Appropriate standards of conduct are required while at work and attending events in the course of employment or engagement by the Company even when outside normal working hours.

### Who is responsible for this policy?

18.2.2 You have a personal responsibility to help create an environment at work in which dignity is maintained. You can do this through your awareness and sensitivity towards the issue and by ensuring the conduct of you and your colleagues do not cause offence.

18.2.3 All Managers and others in charge of groups of employees are responsible for ensuring that discrimination, harassment, victimisation and bullying do not occur at the workplace. In particular, Managers must ensure that:

- they fully understand this Dignity at Work Policy and that they set an appropriate standard of behaviour and lead by example;
- the work environment is free of discrimination, harassment (including visual harassment such as pornography), victimisation and bullying;
- they are alert to physical and verbal discrimination, harassment, victimisation and bullying in the work place and deal with it immediately, whether or not it is brought formally to their attention;
- they are supportive of individuals who state they have been discriminated against, harassed, victimised or bullied; and
- unless it is not reasonably practicable, they maintain confidentiality relating to all aspects of each case and do not mention or discuss matters unnecessarily with any person.

18.2.4 If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the HR Manager to request training or further information.

### Scope and purpose of the policy

18.2.5 This policy applies to all aspects of the Company's relationship with its employees and to relations between employees at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

### **18.3 DEFINITIONS AND FORMS OF DISCRIMINATION**

18.3.1 "**Discrimination**" includes Direct and Indirect Discrimination and may occur intentionally or unintentionally.

18.3.2 "**Direct discrimination**" occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.

18.3.3 "**Indirect discrimination**" occurs where someone is disadvantaged by an unjustified provision, criterion or practice that is applied equally to all groups of people but which also puts other people with the same protected characteristic at a particular disadvantage. Such a requirement will need to be objectively justified.

18.3.4 "**Harassment**" is defined by reference to the Employment Equality Acts 1998 – 2015. This legislation describes harassment as unwanted conduct on any of the following grounds:

- (a) Gender;
- (b) Civil status;
- (c) Family status;
- (d) Sexual orientation;
- (e) Disability;
- (f) Age
- (g) Race, nationality or ethnic origin;
- (h) Religious Belief; or
- (i) Membership of the Traveller community;

which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for any person. Harassment can include words, jokes, gestures or the production, display or circulation of words, pictures or other materials.

**"Sexual Harassment"** means any form of unwanted verbal, non-verbal or 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 that person.

18.3.5 **"Victimisation"** is also defined by reference to the Employment Equality Acts 1998-2015. Victimisation is when an employee is treated less favourably for having made a complaint in good faith, alleging bullying or harassment or acted as a witness or accompanied a complainant to a meeting in connection with any type of discrimination or conduct listed in this policy. It is not permitted to treat a person less favourably or adversely because he or she has accepted or rejected harassment or sexual harassment. The recipient of the conduct determines whether or not the conduct is welcome.

18.3.6 **"Bullying"** means 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 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 of incident, is not considered to be bullying.

## **18.4 DISABILITY DISCRIMINATION**

18.4.1 If you have a disability or acquire a disability, the Company encourages you to tell the Company about your condition so that the Company can support you as appropriate.

18.4.2 If you experience difficulties at work because of your disability, you may wish to contact your manager or the HR Manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. They may wish to consult with you and your medical adviser(s) about possible adjustments. The Company will consider the matter carefully and try to accommodate your needs within reason. If the Company considers a particular adjustment would not be reasonable the Company will explain the Company's reasons and try to find an alternative solution where possible.

18.4.3 The Company will monitor the physical features of the Company's premises to consider whether they place employees, job applicants or service users with disabilities at a substantial disadvantage compared to other employees. Where reasonable, the Company will take steps to improve access for employees and service users with disabilities.

## **18.5 COMPLAINT PROCEDURE**

18.5.1 Whilst the aim of the Dignity at Work Policy is prevention, it is of paramount importance that you report any incidents of discrimination, harassment, victimisation or bullying both against you or if you witness such behaviour. If you believe you have been the subject of discrimination, harassment, victimisation or bullying, or you have witness such behaviour against someone else, you should raise the complaint through one of the procedures below.

18.5.2 The Company recognises you may not always wish to discuss a complaint directly with your Manager or immediate colleagues. Therefore, this Dignity at Work Policy provides different options for pursuing a complaint.

18.5.3 Retaliation against a person who raises a complaint is prohibited and can be expected to lead to disciplinary action including, in appropriate cases, dismissal.

#### Informal procedure

18.5.4 If you feel comfortable confronting the person responsible for the unacceptable behaviour, you should tell him or her that you find their behaviour offensive and ask them to stop.

18.5.5 If you feel uncomfortable confronting the person responsible for the unacceptable behaviour for any reason, you should speak confidentially about the matter on an informal basis to your Manager, another Manager of your choice, or the HR Manager. That Manager will listen to your complaint and will provide support and assistance.

18.5.6 Following initial discussions with the Manager, you will be asked to choose one of the following options:

- decide that no further action is necessary (please note that the Company retains the discretion to pursue a formal investigation if it considers it appropriate in the circumstances);
- discuss the complaint with the person responsible for the unacceptable behaviour either directly or, in appropriate circumstances, with the assistance of a mediator;
- ask the Manager to help resolve the matter through informal and/or discreet approaches; or
- make a formal complaint.

18.5.7 If the Manager you speak with is not the HR Manager, the Manager will advise the HR Manager of the complaint on a discreet and confidential basis. The HR Manager will seek to ensure your complaint is handled appropriately.

#### Formal procedure

18.5.8 If the discrimination, harassment, victimisation or bullying continues after following the informal procedure, or if you wish to bring a formal written complaint right away for any reason, then you should raise the complaint to your Manager, another Manager of your choice, or the HR Manager stating that you wish to make a formal complaint.

18.5.9 The HR Manager will be involved and you will be asked to make a formal complaint in writing. The formal Stage 2 of the Grievance Procedure in Section 17 will be followed, except in the case of alleged bullying and/or harassment in which case the following procedure will be followed.

18.5.10 In the case of alleged bullying and/or harassment, the following formal procedure will apply if the matter is not resolved informally, if either party does not wish to have it dealt with informally or if in the opinion of the Designated Person it is not appropriate to investigate the matter under the informal procedure. An appropriately trained and experienced person will be designated to deal with each complaint (the 'Designated Person').

18.5.11 The Designated Person will establish the facts, the context and decide how best to proceed in dealing with the matter. A complaint may be made verbally or in writing. If the complaint is made verbally, a written note will be taken, which will be copied to the person whose behaviour is complained of and their response sought.

18.5.12 The formal procedure involves a full investigation of the complaint by an experienced and appropriate Investigator (external or internal as the Company believes appropriate in a particular case). The objective of the investigation is to establish whether, on the balance of probabilities the behaviour complained of occurred.

18.5.13 The complaint should be confined to precise details of alleged incidents of bullying and/or harassment, including dates, actions constituting the alleged bullying or harassment and names of witnesses where possible.

18.5.14 While the Investigator may wish to clarify aspects of the complaint, the complaint as set out in the written statement can generally not later be widened in its scope unless good cause can be shown for such an amendment.

18.5.15 If the Company considers that the behaviour complained of could constitute a criminal offence the complaint may be referred to An Garda Síochána. An Garda Síochána will then advise whether an internal investigation may proceed.

18.5.16 At the earliest opportunity both the complainant and the respondent will be advised of the aims and objectives of the formal process, the procedure to be followed, the likely time frame and the possible outcomes.

18.5.17 The investigation will be undertaken impartially as thoroughly, sensitively and confidentially as possible, with due regard to the rights of both parties. The time it takes to investigate a matter will depend on the particular circumstances and the number and availability of any witnesses.

18.5.18 The investigation will be governed by terms of reference which will be set out before the investigation commences.

18.5.19 All parties may provide the names of witnesses and nominated witnesses will be expected to participate in an investigation.

18.5.20 The investigator(s) may decide to interview other employees or other individuals whom they believe could assist in the investigation.

18.5.21 The complainant, the respondent and any witnesses will have the option to be accompanied by a colleague at any meeting held during the formal procedure. Anyone accompanying either party may clarify procedural issues, but their presence is primarily to provide support.

18.5.22 Further meetings with some/any of those involved may be necessary as the Investigator decides.

18.5.23 Both the complainant and the respondent will be given a fair opportunity to state their position in relation to the allegations made before any conclusions are reached or decisions made.

18.5.24 Where a formal complaint has been initiated, the Company may request one or both parties to relocate to a different business unit or location, take a period of leave with full pay or some other step(s) the Company considers appropriate. Such arrangement will not, in any way, imply any decision on the outcome of the investigation.

18.5.25 The investigator(s) will provide to Human Resources a written draft report of the investigation which shall include the investigator's findings. Both the complainant and respondent will be given a copy of the report. The complainant and the respondent will have 10 days from the date on which the report is given to them in which to submit comments in writing on the Investigator's findings.

18.5.26 Human Resources or other senior member of the Company's management as appropriate will decide in light of the investigator's report and the comments made (if any) on foot of the report what action is to be taken including the referral of the matter to be dealt with under the Company's Disciplinary policy.

18.5.27 Following the issue of the investigator's report either party may request an appeal. The request for an appeal must be submitted in writing, detailing the ground(s) for the appeal, to Human Resources within 14 days of the investigator's report being sent to the appellant. The appeal will be undertaken by a senior member of management who was not involved in the initial investigation, or an appropriate third party as the Company shall decide. The appeal will focus only on the aspect(s) of the case stated by the appellant as grounding his/her appeal and will not be a full reinvestigation of the allegations. Whether the appeal will be dealt with by way of oral/written submissions and/or whether it is appropriate to meet either of the parties or witnesses involved in the investigation will be for the person hearing the Appeal to decide and notify the parties accordingly.

## **19. GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE PROCEDURE INTRODUCTION**

19.1.1 This Grievance Procedure applies to all employees of the Company and sets out the rules and procedures to be followed when an employee raises a grievance. The Company endeavours to ensure all employees who wish to raise a work related grievance are treated in a fair and equitable manner. Grievances will be dealt with promptly wherever possible and every effort will be made to settle grievances to the satisfaction of all concerned. All protected disclosures should be dealt with under the Company's Whistleblowing Policy which can be found in the Company's Compliance Procedures Manual.

19.1.2 You have the right to be accompanied by a colleague at all stages of the Grievance Procedure. Your companion may speak on your behalf but may not answer questions on your behalf.

### **19.2 GRIEVANCE PROCEDURE STAGE 1 – INFORMAL PROCEDURE**

19.2.1 Most grievances can be resolved quickly and informally. Therefore, prior to raising a grievance using the formal procedure below you should seek to raise



any queries, issues or problems on an informal basis with your immediate Manager.

19.2.2 However, the Company recognises that on occasions employees may prefer to raise a grievance on an informal basis with someone other than their immediate Manager, in which case they should raise the issue with a senior Manager who will seek to resolve the issue without the need for the employee to use the formal procedure below.

## **19.3 GRIEVANCE PROCEDURE STAGE 2 – FORMAL PROCEDURE**

19.3.1 If your complaint remains unresolved, or if you were unable to raise the matter informally, you should set out your grievance, the basis of your grievance (including any relevant facts, dates and names of individuals involved) in writing and send it to the HR Manager.

19.3.2 The HR Manager will provide a copy of your written grievance to your Manager who will be responsible for dealing with the grievance. If the grievance relates to your Manager's conduct, the grievance will be dealt with by the next appropriate Manager.

19.3.3 You will be invited to attend a meeting to discuss the grievance with your Manager and the HR Manager, normally within 10 working days of receiving your written complaint. The person about whom your grievance relates (if any) may also be invited to the meeting, if appropriate.

19.3.4 If you or your companion cannot attend at the time specified you should let the Company know as soon as possible and the Company will try, within reason, to agree an alternative time.

19.3.5 Following the meeting, the Manager will investigate and prepare a report of your grievance, their decision, and the solution(s) proposed (if any). A copy of this report will be provided normally within 10 working days of the meeting, and a copy will be placed on your personal file. You will be notified of the right to appeal against the decision if you are not satisfied with it.

## **19.4 GRIEVANCE PROCEDURE STAGE 3 – APPEAL**

19.4.1 If your grievance has not been resolved to your satisfaction at Stage 2 of this Grievance Procedure, you may appeal within 5 working days of receiving the report containing the original decision, by notifying the HR Manager in writing of your wish to appeal.

19.4.2 The HR Manager will provide a copy of your original written grievance, the record of the grievance meeting, and the report containing the original decision to the next level of management.

19.4.3 You will be invited to attend a further meeting to discuss the grievance with the more senior Manager and the HR Manager, normally within 10 working days of receiving notice of your wish to appeal. The person about whom your grievance relates (if any) may also be invited to the meeting, if appropriate.

19.4.4 Following the meeting, the more senior Manager will prepare a report of their decision. A copy of this report will be provided normally within 5 working

days of the meeting, and a copy will be placed on your personal file. You will have no further right of appeal.

## **20. DISCIPLINARY PROCEDURE**

### **20.1 DISCIPLINARY PROCEDURE PRINCIPLES**

20.1.1 Where your performance or conduct has fallen below acceptable standards, your Manager will normally use this Disciplinary Procedure as a framework to inform you of the short fall in the required standard and, where appropriate, devise a plan for monitoring and supporting your progress.

20.1.2 The main objective of instigating the Disciplinary Procedure is corrective rather than punitive, with the aim of assisting the employee to achieve and maintain the required standards. This Disciplinary Procedure is designed to ensure a fair method of dealing with problems of misconduct or poor performance.

20.1.3 The disciplinary stages below are illustrative only and not sequential or obligatory; the Company may take any disciplinary action if the seriousness of the misconduct or poor performance warrants it. Each disciplinary offence will be considered individually and on its merits, but disciplinary offences need not be of the same nature to merit the progression to the next stage of disciplinary action.

20.1.4 You will not normally be dismissed for a first disciplinary offence unless it amounts to gross misconduct (explained below). No formal disciplinary action will be taken until the matter has been investigated by the Company.

20.1.5 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager the HR Manager as soon as possible.

20.1.6 The Company may suspend you on full pay, pending an investigation into the facts or until a disciplinary meeting is held. Suspension is not regarded as a disciplinary action and should not be taken as an indication of any guilt on your part. The duration and terms of your suspension will always be determined by the Company. The investigation will take place as quickly as is reasonably possible following notification of disciplinary action and suspension and will normally be concluded within 14 days. Exceptionally, a longer suspension may be necessary.

20.1.7 This Disciplinary Procedure will not apply to dismissals for redundancy or the termination of fixed term contracts or to employees with less than 12 months' service. During your probationary period, disciplinary matters will be handled by your manager directly through feedback and coaching. A formal disciplinary process will not be followed.

### **20.2 INFORMAL RESOLUTION**

20.2.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file. In some

cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

### **20.3 CONFIDENTIALITY**

20.3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

20.3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings conducted under this procedure.

20.3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless the Company believes that a witness's identity should remain confidential.

### **20.4 INVESTIGATIONS**

20.4.1 The purpose of an investigation is for the Company to establish a fair and balanced view of the information relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary meeting. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

20.4.2 Investigative interviews are solely for the purpose of fact-gathering and no decision on disciplinary action will be taken until after a disciplinary meeting has been held.

20.4.3 You do not normally have the right to bring a companion to an investigative interview. However, the Company may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.

20.4.4 You must co-operate fully and promptly in any investigation. This will include informing the Company of the names of any relevant witnesses, disclosing any relevant documents to the Company and attending investigative interviews if required.

### **20.5 NOTIFICATION OF A MEETING**

20.5.1 Following any investigation, if the Company considers there are grounds for disciplinary action, you will be required to attend a disciplinary meeting. The Company will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if the Company decides after the meeting that the allegations are true. The Company will also include the following where appropriate:

- a summary of relevant information gathered during the investigation;
- a copy of any relevant documents which will be used at the disciplinary meeting; and

- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case the Company will give you as much information as possible while maintaining confidentiality.

20.5.2 The meeting will be held as soon as reasonably practicable, but you will be given some time, usually two days, to prepare your case based on the information the Company has given you.

## **20.6 RIGHT TO BE ACCOMPANIED**

20.6.1 You may bring a companion to any disciplinary meeting or appeal process under this procedure. The companion may be a work colleague. You must tell the HR Manager who your chosen companion is, in good time before the meeting.

20.6.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

20.6.3 If your choice of companion is unreasonable the Company may ask you to choose someone else, for example, if in the Company's opinion your companion may have a conflict of interest or may prejudice the meeting or if your companion is unavailable at the time a meeting is scheduled.

20.6.4 The Company may, at the Company's discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

## **20.7 PROCEDURE AT DISCIPLINARY MEETINGS**

20.7.1 If you or your companion cannot attend the meeting you should inform the Company immediately. You must make every effort to attend the meeting, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), the Company may have to take a decision based on the available evidence.

20.7.2 The meeting will be chaired by a manager or such person as the Company deems appropriate, and will also be attended by the HR Manager.

20.7.3 At the disciplinary meeting the Company will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to the Company and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the meeting.

20.7.4 The Company may adjourn the disciplinary meeting if the Company needs to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

20.7.5 The Company will inform you in writing of the Company's decision and the Company's reasons for it, usually within one week of the disciplinary meeting.

## **20.8 DISCIPLINARY PENALTIES**

20.8.1 The usual penalties for misconduct are set out below. No penalty should be imposed without a meeting. The Company aims to treat all employees fairly and consistently but each case will be assessed on its own merits.

20.8.2 **Stage 1 - First written warning.** A first written warning may be issued for a first act of minor misconduct or poor performance where there are no other active written warnings on your disciplinary record. A first written warning will remain on your file for a period of 12 months. It will set out the nature of the poor performance or misconduct, indicate any improvement required and warn of the likely consequences of further misconduct or poor performance in that period. Any further poor performance or misconduct during this period may result in a subsequent stage of disciplinary action being taken against you.

20.8.3 **Stage 2 - Final written warning.** A final written warning may be issued if (i) the poor performance or misconduct continues or is repeated or does not improve to the required standards following a first written warning, (ii) there is a further offence of a different nature during the timescale stated within the first written warning period, or (iii) the seriousness of the poor performance or misconduct warrants it. A final written warning will remain on your file for a period of 12 months. It will set out the nature of the poor performance or misconduct and indicate any improvement required, and will make clear that any further offence or failure to improve may lead to dismissal. Any further poor performance or misconduct during this period may result in a subsequent stage of disciplinary action being taken against you.

20.8.4 **Stage 3 - Dismissal.** You may be dismissed if (i) the poor performance or misconduct continues or is repeated or does not improve to the required standards following a final written warning, (ii) there is a further offence of a different nature during the timescale stated within the final written warning period, or (iii) the seriousness of the poor performance or misconduct warrants it. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in Section 18.9.2.

20.8.5 **Stage 3 - Alternatives to dismissal.** The Company will consider alternatives to dismissal before reaching a decision. Examples include:

- demotion.
- transfer to another department or job.
- a period of suspension without pay.
- loss of seniority.
- reduction in pay.
- loss of future pay increment or bonus.

- loss of overtime.

20.8.6 In accordance with the Company's Remuneration Policy and applicable laws and regulations, variable and other remuneration (including commissions) may be withheld, to the extent determined by the Company in its sole discretion, for failure of the employee to follow Company policies and procedures (for example, Conflicts of Interest, failure to complete mandatory compliance training, etc.) or for conduct exposing the Company to undue conduct or other risk.

## **20.9 GROSS MISCONDUCT**

20.9.1 If you are found guilty of an act of gross misconduct, you will be liable to summary dismissal, without notice or pay in lieu of notice.

20.9.2 The following are examples of issues that can constitute "**gross misconduct**" in any given circumstance. They are illustrative only and are not intended to be an exhaustive list:

- reporting for duty under the influence of alcohol or prohibited drugs or possessing on the Company's premises any alcohol or prohibited drugs;
- damage to or misuse of the Company's property or funds;
- acting without due financial authorisation;
- introducing new software on to a Company computer without prior consent of the MIS, or transferring database material on to a computer that does not belong to the Company;
- conduct amounting to a serious act of insubordination;
- negligence causing or likely to cause unacceptable loss, damage or injury;
- bringing the Company into disrepute;
- dishonest or unethical behaviour;
- breach of the Safety Health And Welfare At Work Acts 2005 - 2014, or any other related legislation or regulations;
- rude, threatening or violent behaviour towards another employee or member of the public;
- discrimination, harassment, victimisation or bullying, or any other action in breach of the Company's Dignity at Work Policy;
- breaches of trust or unauthorised disclosure of information whether relating to the Company or any client or potential client of the Company or otherwise;
- knowingly or falsely claiming expenses in breach of the Company's Expenses Policy;

- making any false claim in relation to sickness, holiday, parental leave, or any other benefit or entitlement;
- giving your Security Pass to another employee or to a person who is not employed by the Company;
- contravention of Company Systems Usage Policy;
- a criminal offence outside work that may prejudicially affect the Company's reputation or reflects upon an employee's suitability for their job; and
- material or persistent failure to comply with Central Bank of Ireland and UK Financial Services Authority regulations.

## **20.10 APPEALS**

20.10.1 You may appeal against any disciplinary action taken against you by sending your written grounds of appeal to the HR Manager within 5 days of receiving notification of the disciplinary action. Your notice must explain why you consider the disciplinary action was wrong.

20.10.2 If you raise any new matters in your appeal, the Company may need to carry out further investigation. If any new information comes to light the Company will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the meeting.

20.10.3 The Company will give you written notice of the date, time and place of the appeal meeting. This will normally be two to seven days after you receive the written notice.

20.10.4 The appeal will be heard by a Manager other than the one who took the disciplinary action or, in a case of dismissal, a senior Manager. The appeal may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the Company's discretion depending on the circumstances of your case.

20.10.5 The Company may adjourn the appeal meeting if the Company needs to carry out any further investigations in the light of any new points you have raised at the meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

20.10.6 You may be accompanied by a work colleague at the appeal who may speak (but not answer questions) on your behalf.

20.10.7 An application for an appeal does NOT invalidate a dismissal, which stands until such time as it is revoked. The Company will inform you of the Company's decision as soon as possible, normally within one week of the appeal meeting. If the appeal is successful, the disciplinary action in question shall be set aside and have no effect, although a lesser sanction may be imposed instead. There will be no further right of appeal.

20.10.8 In any appropriate case where a disciplinary sanction is imposed, the Company shall amend its records accordingly to reflect any relevant CBI or FSA reference requirements.

## **21. HEALTH AND SAFETY POLICY**

### **21.1 HEALTH AND SAFETY PRINCIPLES**

21.1.1 The Company is committed to ensuring the health and safety at work of everybody using the Company's offices and aims to promote safety awareness within the organisation in accordance with the Safety Health And Welfare At Work Acts 2005 - 2014. In particular the Company is committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from Company work activities, provision and maintenance of safe plant and equipment and taking steps to prevent accidents and cases of work-related ill health.

21.1.2 It is your responsibility to take care of your own health and safety at work, to follow health and safety instructions and rules, to comply with the Company safety arrangements and to avoid actions which might compromise the health and safety of others. If you notice a health and safety problem you must immediately, or as soon as reasonably practicable, inform your Manager or the Office Manager.

21.1.3 If you wilfully or negligently breach statutory health and safety obligations or the responsibilities placed on you under this Health and Safety Policy, you may be subject to disciplinary action. Similarly, if you place the Company in a position that could potentially result in breach of its statutory health and safety obligations or its obligations under this Health and Safety Policy, you will be subject to disciplinary action. Such action will be without prejudice to any other rights the Company may have against you for such breach.

### **21.2 ACCIDENTS AND FIRST AID**

21.2.1 Any accident at work involving personal injury (however trivial) should be reported to your Manager and the Office Manager. All employees must cooperate with any resulting investigation.

21.2.2 Details of first aid facilities and trained first aiders are available from the Office Manager.

### **21.3 EMERGENCY EVACUATION AND FIRE PRECAUTIONS**

21.3.1 You should familiarise yourself with the instructions about what to do in the event of fire which you have been provided with. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

21.3.2 Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.



21.3.3 Regular fire drills will be held to ensure that Company fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

21.3.4 You should notify the Office Manager or your manager as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. A personal evacuation plan will be drawn up and brought to the attention of the fire warden responsible for overseeing your evacuation and colleagues working in your vicinity.

21.3.5 If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.

21.3.6 On hearing the fire alarm you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the fire wardens. Do not stop to collect personal possessions, do not use the lifts, and do not re-enter the building until you are told that it is safe to do so.

## **21.4 RISK ASSESSMENTS**

21.4.1 General workplace risk assessments are carried out when required or as reasonably requested by employees or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.

21.4.2 If you use a computer for prolonged periods of time you can request a workstation assessment by contacting the Office Manager or your line manager.

21.4.3 Information on the regulation of manual handling can be obtained from the Office Manager.

## **22. ALCOHOL AND SUBSTANCE ABUSE POLICY**

### **22.1 SCOPE AND PURPOSE OF ALCOHOL AND SUBSTANCE ABUSE POLICY**

22.1.1 The Company is committed to promoting the general well being of all its employees. Dependence (whether physical, psychological or social) on alcohol, or the wrongful use of drugs/substances by any of its employees not only affects their own health, but may also affect attendance, work performance, relationships at work and the treatment of Company clients and the public at large.

22.1.2 This Alcohol and Substance Abuse Policy applies to all employees of the Company, irrespective of seniority and does not discriminate at any level. To ensure fairness and consistency for all employees, no employee will consume alcoholic drinks or drugs or substances (other than for medical reasons) at work or be under the influence of such drinks, drugs or substances.

22.1.3 The Company recognises that alcohol or drug problems may be an illness, which needs to be treated in line with other health problems.

22.1.4 All employees who have, or suspect they may have, an alcohol or drug/substance problem are encouraged to seek skilled help as soon as possible. This can be done either by discussing the matter with a Manager or going direct to relevant agencies. Such requests for assistance will be treated in the strictest confidence and in no way will affect the job security, benefits, etc. of the employee.

22.1.5 Managers or colleagues who suspect an employee of having an alcohol or drug/substance problem should sensitively discuss the situation with the employee and urge him/her to seek skilled help immediately. Alternatively, or if the employee is unwilling to take appropriate advice, the Manager or colleague should refer the matter to the appropriate Manager of the employee.

## **22.2 EFFECT ON DISCIPLINARY AND OTHER PROCEDURES**

22.2.1 This Alcohol and Substance Abuse Policy does not constitute a waiver of management responsibilities to maintain discipline, or the right to take disciplinary action. If an employee is receiving help and discontinues this help against professional advice, this in itself will not lead to any form of disciplinary action, but any unacceptable form of behaviour and/or work performance by the employee would be dealt with through the normal disciplinary procedure. The possession or supply of illegal drugs on Company premises, for example, constitutes gross misconduct and would invariably result in disciplinary action being taken against the employee.

## **22.3 ISOLATED INCIDENTS OF ALCOHOL/SUBSTANCE ABUSE**

22.3.1 This Alcohol and Substance Abuse Policy does not apply to isolated incidents due to an over consumption of alcohol or drug taking. In such circumstances, Managers will consider what action is appropriate. This may include disciplinary action which, in serious cases, can lead to instant dismissal for gross misconduct.

## **22.4 ALCOHOL/SUBSTANCE ABUSE PROCEDURE**

22.4.1 When an employee is visibly under the influence of alcohol or other substances at work, the Manager concerned should ensure the employee is escorted home safely and arrangements made for him/her to be interviewed as soon as reasonably practicable thereafter.

22.4.2 The interview should be confined to aspects of work performance and/or behaviour unless there is clear evidence of alcohol/substance misuse or the employee raises the matter him/herself.

22.4.3 In all circumstances, the encouragement to seek and accept assistance is on the clear understanding that:

- the employee will be granted the necessary leave to undergo any help or intervention required and such leave will be treated as sick leave; and
- every effort will be made to ensure the employee is able to return to the same job unless resumption of the same job would risk undermining a return to a satisfactory level of job performance.

22.4.4 Employees who, having been encouraged to seek help because they are possibly experiencing alcohol and substance abuse problems, decline to accept referral for assistance or discontinue professional assistance and who continue to have an unsatisfactory level of work performance or attendance, will be subject to the Company's Disciplinary Procedure or Absence Management Procedure, as appropriate, and this may lead to the employee's dismissal.

22.4.5 Confidentiality will be observed at all times.

22.4.6 If the employee accepts treatment and it is recommended that they return to work, then the employee's Manager must be consulted on this. The Manager should interview the employee and convey management's expectations of work performance and/or behaviour in the future.

22.4.7 If a return to work during treatment will carry with it a risk of recurrence, or risk jeopardising the welfare and safety of employees, the help of an appropriate advisor may be sought in looking for suitable alternative employment. If no such alternative is available, then the employee will be placed on sick leave in consultation with the employee's doctor and the situation reviewed at regular intervals.

22.4.8 On completion of the treatment programme, the Manager will then discuss with the employee his/her fitness to return to his/her job. The Manager should interview the employee and convey management's expectations of work performance and future behaviour.

22.4.9 If behavioural or performance problems recur once the employee returns to work relating to recurrence of the alcohol or substance abuse problem, the Manager will decide, with guidance from a member of senior management, whether to refer the employee back for specialist advice or to take appropriate action within the framework of the Company's Disciplinary Procedure.

## **23. DRESS CODE AND PERSONAL APPEARANCE POLICY**

### **23.1 DRESS CODE AND PERSONAL APPEARANCE PRINCIPLES**

23.1.1 All employees must wear appropriate business attire and be appropriately groomed during normal working hours. If your Manager feels your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed.

23.1.2 Men are expected to wear a shirt and tie (pressed, collared and long-sleeved), trousers, and dark coloured shoes. Khakis, jeans, shorts, denim, sports shoes and trainers are not permitted.

23.1.3 Women are expected to wear suits, dresses, trousers, skirts, blouses or sweaters. Skirts and dresses should be of a conservative length. Revealing, sheer, low cut, and overly form fitting clothing is not permitted. In addition, khakis, jeans, shorts, Capri pants, denim, sports shoes and trainers are not permitted.

23.1.4 Employees who violate dress code standards may be subject to appropriate disciplinary action.

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