

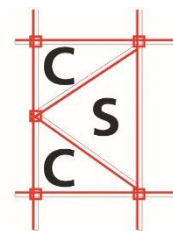


Employee Handbook

Cork Scaffolding (CSC) Ltd

Ballygarvan, Co. Cork

Tel 021 488 8546 Fax 021 488 8548 e-mail: admin@corkscaffolding.ie



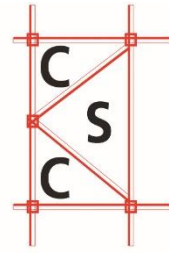
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WELCOME TO OUR TEAM

The success of any Organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community. We will apply employment policies which are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees and acts of unlawful harassment or discrimination are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

Joining Our Organisation

A) PERSONAL INFORMATION

Our decision to offer you employment took into account the personal information you provided to us on the basis that it was correct and complete. In the event of such information proving to be untrue or misleading, we reserve the right to terminate any employment contract offered.

B) PROBATIONARY PERIOD

You join us on an initial probationary period of six months. This does not prejudice our right to dismiss in accordance with the notice provisions contained in your individual Statement of Main Terms of Employment (form SMT), or without notice for reasons of gross misconduct, should this be necessary. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard or you are considered to be generally unsuitable we may either take remedial action or terminate your employment, without recourse to the disciplinary procedure. At the end of your probationary period you will again be assessed and, if satisfactory, you will become a member of our regular staff. If you have not reached the required standard we may either extend the probationary period in order that remedial action can be taken or terminate your employment. At any stage during your probationary period the Company reserves the right to address disciplinary misconduct matters through probationary review assessments. We reserve the right to bypass, at our discretion, any step in the disciplinary process in view of your probationary status or to terminate your contract with notice, if we feel that the severity of the action warrants it. We will be fair in the application of such discretion. Any continuous period of absence of four weeks or more will suspend your probationary period until your return to work. Notice periods to be given by either party during the probationary period will be statutory.

C) INDUCTION

At the start of your employment with Cork Scaffolding CSC Ltd. you are required to complete an induction programme. During which all our policies and procedures (including Health and Safety) will be outlined to you. Information relating to these will be given to you at the induction.

D) QUALIFICATIONS

Where it is a condition of your employment that you have the necessary qualifications in order to perform your duties the Company will require you to provide evidence that these qualifications have been attained within two weeks of commencing employment. A failure to comply with this request may lead the Company to consider taking disciplinary action up to and including dismissal.

E) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. Any training needs should be raised with the Manager. We may offer certain types of training where Company specific needs are identified.

F) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you to overcome any possible weaknesses.

G) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to any alternative departments or duties either on a temporary or permanent basis within our business. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from our work force.

Depending on the nature of your position it may be a condition of your employment that you are prepared, whenever applicable, to travel to and work at any other of our sites and/or the premises/residences of our clients/customers either on a temporary or permanent basis. This mobility is essential to the smooth running of our business

H) MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to travel to and work at any other of our sites and/or the premises/residences of our clients/customers either on a temporary or permanent basis. This mobility is essential to the smooth running of our business.

I) TRADE UNION MEMBERSHIP

We recognise SIPTU in respect of our employees, and have an agreement with it. A deduction of €5 will be made from your wages each week to cover the cost of your membership.

J) SAFE PASS

Drivers making any deliveries to building sites must be in possession of a current “Safe Pass” as required by SI 504 of 2006 (Safety, Health and Welfare at Work (Construction) Regulations).

K) DRIVERS HANDBOOK

Drivers may be provided with a driver’s handbook which may include details regarding vehicle checks, fuel cards etc. Where provided, please ensure you understand the driver’s handbook as it forms part of your terms and conditions of employment.

L) DRIVER COMPETENCY CERTIFICATION

As part of your role you are required to have and maintain the necessary qualifications, e.g. CPC and/or ADR Certification. Failure to acquire and maintain this will be dealt with under the Disciplinary procedure with a sanction up to and including dismissal.

Information for Apprentices

A) TIME OFF FOR LEARNING/INSTRUCTION

Due to the nature of your apprenticeship you are required attend courses of instruction that are necessary as part of the apprenticeship. It is a requirement of the continued operation of this agreement that you attend the courses. You will apply yourself diligently, both in respect of those courses and during your work, to acquire the skills involved. Should you be removed from the course due to your conduct, you will be liable to disciplinary action up to and including the termination of this agreement.

B) EXAMINATIONS AND ASSESSMENTS

It is a requirement of the continued operation of this agreement that you attend for and pass any examinations and/or assessments (this includes all examinations, tests and assessments that are incorporated into the successful completion of the apprenticeship). You will exercise due diligence in order to pass each examination. Should you fail at the first attempt, you must re-sit the examination. Failure at the third attempt without good reason could result in the termination of this agreement.

You must produce for inspection examination results, coursework or other work produced by you as part of the apprenticeship, and any other course related documentation which we may reasonably request.

Salaries & Wages etc.

A) ADMINISTRATION

1) Payment

- a) For all staff the pay week ends on Wednesday midnight. Wages are available by each Thursday in arrears.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. PAYE, PRSI, etc.
- c) You are required to complete and submit timesheets detailing your daily hours of work and rest breaks taken as directed in order to ensure that you receive the correct payment. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal. You may also or alternatively be required to clock in/out as necessary.
- d) Any pay queries which you may have should be raised with Management.

2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

B) LATENESS/ABSENTEEISM

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift without pay.
- 4) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK/FINANCIAL DISRUPTION

In the event that the Company is faced with a shortage of work, or a period of financial disruption, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily place you on reduced working hours, short time working, lay-off, and/or implement a temporary pay reduction.

If you are placed on a reduced working week, or short time working, your pay will be reduced according to time actually worked and, if applicable, in accordance with any concurrent temporary pay reduction. If you are placed on lay-off then no payments will be made to you. The Company will seek to provide you as much notice as is reasonably practicable for any shortage of work or pay reduction. Any benefits accrued during such a period of reduced working hours, short time working or lay-off will be on a pro rata basis.

The entirety of this section entitled “Shortage of Work / Financial Disruption” forms part of your contractual terms and conditions.

D) WORKING TIME POLICY

In accordance with the working time legislation, Cork Scaffolding CSC Ltd. is committed to the welfare of its employees with regard to their time spent at work. All employees, whether full-time, part-time or fixed term are covered by the legislation.

Daily Break Period - All employees must take a break of at least 15 minutes if working more than four and a half hours or a break of at least 30 minutes if working more than six hours. (This may be inclusive of the initial 15 minute break).

Daily Rest Period - Employees affected by this legislation must take a rest period of 11 consecutive hours in each 24 hour period.

Weekly Rest Periods - All employees must take a rest period of at least 24 consecutive hours in each period of seven days.

In accordance with this legislation all staff members are required to keep an accurate record of their hours worked, and will be provided with a time-sheet for this purpose. This will be signed off by Management on a week by week basis. It is important that this form is accurately filled out as hours and/or wage details may be taken from these records. Therefore you must remember to complete the form and have it counter signed by Management. Failing to do so or falsifying records is a disciplinary offence that may result in summary dismissal following recourse to the Company's disciplinary procedure.

If you are unable to take a rest break in your job, you must notify Management in writing (within one week) that you were unable to take this break. Management will look at the reasons why you were unable to take your break and at any health and safety issues that might or have arisen relating to you and your job. If you do not notify Management within one week you will forfeit that break. If after investigation you are offered the break and refuse, you are at fault and the Company is not obliged to offer you a further rest break. However we do ensure employee's rest breaks are taken.

E) EUROPEAN COMMUNITIES (ROAD TRANSPORT) (ORGANISATION OF WORKING TIME OF PERSONS PERFORMING MOBILE ROAD TRANSPORT ACTIVITIES) REGULATION 2012- REST BREAKS

You are obliged to follow to regulations covering drivers work times and rest breaks, a summary of which is as follows:

- 11 continuous hours of rest every 24 hour period *or* an uninterrupted rest period of three hours followed by another rest period of at least nine hours. Daily rest on the second instance being 12 hours per 24 hour period.
- 45 minutes break after 4½ hours of driving or an initial 15 minute break followed by a 30 minute break during the 4½ hours limit.
- 30 minutes break after 6 hours of working (this can be other activities outside of driving).
- 45 minute break after nine hours of working (again where this involves work other than driving).

Night Working - A driver can only do a maximum of 10 hours night work in each 24 hour periods. (Night work is defined as between midnight (00.00) and 4.00 am. (04.00). This applies even when only a short period of time has been completed at night.

Daily Rest Requirement - There is a limit of nine hours driving permitted each day. This may be extended to 10 hours no more than twice a week.

Weekly Rest Requirements - You are not permitted to drive for more than 56 hours in any week and cannot drive for more than 90 hours in any two consecutive week periods.

Rest time is time that you can use as you like. It may be either:

- a regular weekly rest period of at least 45 hours; or
- a reduced weekly rest period of between 24 and 45 hours.

In any two consecutive weeks, you must take either:

- two regular weekly rest periods; or
- one regular rest period and a reduced weekly rest period.

If you take a reduced weekly rest period, you will be compensated for the remaining hours as follows:

The compensation period must be:

- taken before the end of the third week after the week you take the reduced rest period; and

- attached to another rest period of at least nine hours. This means that you can add the compensating rest to either a weekly or a daily rest period.

Please speak with Management where this is unclear or where you have any questions concerning this matter.

F) YOUNG PERSONS WORKING HOURS

There are certain rules that apply to young persons and children working within the business. If you are under 18 but older than 16 you are not entitled to work more than eight hours in any day and you cannot work more than 40 hours in any one week. Furthermore, you are not permitted to work between 10.00 pm. and 6.00 am.

“A young person is defined as having reached the school leaving age but is less than 18. A child is defined as being under the school leaving age”.

Severe Weather and Other Travel Disruption Policy

A) INTRODUCTION

We recognise that severe weather conditions may present circumstances which impact our employees' ability to get to work either by making travel unsafe or by causing disruption to road networks and public transport infrastructure. Disruption to the travel network may also be caused by other events such as industrial action within public transport services.

This policy sets out our expectations of our employees, and what you can expect from us, when transport to work is affected.

B) EMPLOYEE ACTIONS

We expect that you should always make every effort to attend the workplace. Severe weather conditions do not always prevent attendance at work, and employees may still be able to make their journey notwithstanding any inclement weather. However, we accept that it may not be safe for you to attempt a journey during times of severe weather. You should not put yourself or others at risk by attempting to do so. Where travel to work is not possible, you should contact Management at the earliest opportunity on the first day of absence to notify them of your inability to attend work due to bad weather.

Where you are aware in advance of disruptions to your normal mode of transport to work, you should seek alternative modes of transport to ensure you are able to attend work on time. We will endeavour to alert you to any train disruption or other such problems which are known in advance, however, this may not always be possible. You should not, therefore, rely on our notification as your only information source.

C) NOTIFICATION OF TEMPORARY CLOSURE

In situations of severe weather, we may be forced to close some or all sites. Any decision regarding this will be made on the basis of ensuring the health and safety of all employees, and you will be made aware of any closure via telephone from Management.

If the workplace must close, employees will be placed on lay off in accordance with the rights reserved in the Shortage of Work/Financial Disruption clause in this handbook. If conditions improve sufficiently during the day, employees should report this to the Management and attend work unless told otherwise.

D) WHERE THE WORKPLACE REMAINS OPEN OR RE-OPENS

In instances of severe weather where the workplace remains open, you are expected to attend work as normal where it is safe to do so. Should you experience difficulties in travelling to work you should contact Management as soon as possible to notify them of this. Should you be unable to attend the workplace, you may be asked to attend another of our sites where reasonable to undertake your normal duties or to temporarily undertake other duties in order to meet the requirements of the business.

If local conditions improve sufficiently during the day, employees should report this to Management. Furthermore, if weather conditions improve then you are required to attend work where instructed by Management.

E) MAKING UP TIME

In the event that the workplace remains open during a period of severe weather, we reserve the right to make a determination that those employees who were unable to attend the workplace may be required to make up any lost time. The practical arrangements for making up the time will be set by Management.

Authorised Leave/Time Off from Work

A) MATERNITY/PATERNITY/ADOPTIVE LEAVE

Entitlements are in accordance with statutory provisions. You should notify Management at an early stage so that your entitlements and obligations can be explained to you.

B) PARENTAL LEAVE

You may be entitled to unpaid parental leave, depending on the age of your child(ren) and your length of service with us. If you wish to take unpaid parental leave, you should notify Management so that any entitlement can be explained to you.

C) URGENT FAMILY LEAVE/FORCE MAJEURE LEAVE

If you need to take time off work for urgent, emergency or unforeseen family reasons, you may be entitled to a limited amount of paid leave in accordance with the current statutory provisions. The statutory entitlement to 'force majeure' leave may arise where your immediate presence with a near relative (your child, spouse or partner, sibling, parent or grandparent) is required as a result of his/her injury or illness in unforeseen circumstances. It is your responsibility to apply for this leave as soon as possible following your return to work. Further details are available from Management.

D) CARER'S LEAVE

You may be entitled to carer's leave, depending on whether you meet certain Social Welfare criteria and your length of service with us. If you wish to take carer's leave, you should notify Management so that any entitlement can be explained to you.

E) JURY SERVICE

If you are summoned to Jury Duty you must inform Management as soon as possible and produce the jury summons. If you are summoned for Jury Duty on a scheduled working day you should provide evidence of attendance at Court to Management. Where you are called for Jury Duty you will be entitled to time off with pay for the required length of time. If you do not have to attend court, you are expected to report to work each day.

F) WITNESS DUTY

Where you are required to attend as a witness, no payment shall be made by the Company.

G) BEREAVEMENT LEAVE

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

H) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of Management and will normally be without pay or you may be able to make the time up.

Holiday Entitlement & Conditions

A) ANNUAL HOLIDAYS

- 1) Your holiday year begins on 1st January and ends on 31st December each year.
 - a. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
 - b. You are required to take all of your holiday entitlement in the current holiday year. We do not give payment in lieu of holidays.
 - c. Should your working hours be reduced due to a downturn of work, in accordance with our Shortage of, Work/Financial Disruption Policy, any annual leave or sick leave entitlements accrued during this period will be on a pro rata basis.
 - d. Variable hour's workers will accrue annual leave on the basis that you will receive 8% of the annual hours worked in a leave year subject to a maximum of four of your working weeks

B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

- 1) You should complete a holiday request form for all holiday requests and have it approved by Management before making any firm holiday arrangements.
- 2) Holiday requests will only be considered if you present them on a holiday request form and we will allocate agreed holiday dates on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
- 3) You should give at least four weeks notice of your intention to take holidays and one weeks notice is required for odd single days.
- 4) You may not normally take more than two working weeks consecutively.
- 5) Your holidays will be paid at your normal basic pay unless otherwise specified.
- 2) In the event of the termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. In the event where an employee has provided notice to terminate their contract of employment, the Company may require that any outstanding annual leave entitlement be taken in this notice period.. However, in the event of you having taken holidays which have not been accrued pro-rata in the holiday year, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.
- 3) Please note that Good Friday is not a public holiday in Ireland. Depending on the circumstances the Company may be closed and if so, then this day off it must be taken as annual leave.
- 4) Annual leave cannot be granted in place of sick leave.
- 5) If you have any unallocated annual leave days remaining by October each year, the Company will require you to provide notice, within two weeks, of when you intend to take your remaining leave entitlement. Failure to do so will result in the Company allocating these days for you, and you will be given one month's notice of any such assigned leave.
 - a. The Company reserves the right to refuse annual leave requests where the Company is unable to facilitate such a request. This extends to cases where you have requested at least two unbroken weeks of leave having worked more than eight months of the leave year.

C) PUBLIC HOLIDAYS

Your entitlement to public holidays and to any additional payment which may be made for working on a public holiday is shown in your individual Statement of Main Terms of Employment (Form SMT).

Sickness/Injury Payments & Conditions

A) NOTIFICATION OF INCAPACITY FOR WORK

You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity but no later than 7.00 am. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. If you are unsure of your return to work date, you must notify us by telephone every day with an update until the expected return to work date has been determined. Notification should be made personally (or if due to incapacity you are unable to do so, then by a relative, neighbour or friend), to Management. Notification by text message, Whatsapp, email or voicemail will not be acceptable.

B) EVIDENCE OF INCAPACITY

- 1) If your absence has been (or you know that it will be) for three or more working days you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence on a weekly basis.
 - a. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

C) PAYMENTS

- 1) You are entitled to state benefit during absence as a result of sickness or injury, provided you meet the criteria laid down in government/CWPS regulations.
 - a. If you are entitled to any payments in excess of state benefit and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
 - b. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

D) RETURN TO WORK

- 1) You should notify Management as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
 - a. On your return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to Management.
 - b. For any period of absence where you are required to provide a doctor's medical certificate to cover your absence, you may also be required to supply a certificate from your doctor stating that you are fully fit to resume your normal duties.

E) GENERAL

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
 - a. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
 - b. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
 - c. If we consider it necessary we will require you to be independently medically examined. Where you are independently medically examined the cost will be borne by us. We may also ask your permission to

contact your own doctor for an assessment on your state of health. Failure to comply with such a request will cause us to make our conclusion based on the evidence to hand.

- d. During any period of absence from work due to illness or injury you are required to adhere to all Company policies in relation to conduct including refraining from engaging in work for a competitor/another Organisation. This includes taking part in any activities that may put yourself in a situation that may extend/accentuate any illness or injury. Such behaviour may lead to loss of payments where applicable and in some cases disciplinary action up to and including dismissal.

General Terms of Employment, Information & Procedures

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours. Change in Personal Details Form (Form CPD) is available from the Manager for this purpose.

B) TRAVEL EXPENSES

We will reimburse you against receipts for costs involved whilst travelling on our business, details of which will be issued separately.

C) EMPLOYEES' PROPERTY

We do not accept liability for any loss of, or damage to, property which you bring to work. You are requested not to bring personal items of value onto a premises and, in particular, not to leave any items overnight.

D) LOST PROPERTY

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

E) PARKING

No liability is accepted for damage to private vehicles, however it may be caused.

F) BUYING OR SELLING OF GOODS

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

G) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by Management, no collections of any kind are allowed on our premises.

H) FRIENDS AND RELATIVES CONTACT

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

I) DRIVING LICENCE

If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative employment, lead to the termination of your employment. You are required, wherever applicable, to produce your driving licence for our inspection at any time when so requested.

J) EMPLOYMENT PERMITS

Should you require a Employment Permit/Green Card or similar paperwork to work in Ireland, it is your responsibility to maintain the validity of such documents. You should apply for a new permit in a timely manner prior to expiry of your existing permit. You must provide copies of all such documentation to Management on receipt of same. Failure to provide a valid permit may result in you being placed on unpaid leave until the permit can be obtained as it is illegal to work in Ireland without the relevant permit. Failure to provide copies of your Employment permit in a timely manner may result in disciplinary action being taken. In addition non-renewal of a Employment permit by the relevant authorities may leave the Company with no alternative but to terminate your employment under SOSG (failure to provide a Statutory Requirement) in line with the Company's disciplinary procedures.

K) CLIENT RELATIONS

We provide services to clients and you are employed to do work on behalf of our clients, sometimes on their own premises. Because of this relationship our clients may from time to time request that an individual be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests.

However, if our client maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate your employment. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

L) SOME OTHER SUBSTANTIAL GROUNDS

The Company may terminate your employment citing Some Other Substantial Grounds (SOSG) for termination other than capability, conduct or redundancy.

M) RECORDING OF FORMAL MEETINGS

We reserve the right to audio record any meetings with employees, including meetings conducted in accordance with the Company's Capability & Competence policy, Disciplinary Rules & Procedures, Grievance Procedure, Redundancy Procedure, Personal Harassment Policy & Procedures, Bullying Prevention Policy, and any Appeals Procedure. The right to audio record meetings extends to any formal meetings conducted by a third party. A copy of any such audio recording can be made available on request.

N) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

Retirement Policy

A) INTRODUCTION

This policy details the procedure to be followed when staff are approaching compulsory retirement age. Our retirement policy is drafted in line with the Code of Practice on Longer Working and the Guidelines on Retirement and Fixed-Term Contracts. The procedure outlined below will ensure that Cork Scaffolding CSC Ltd. supports employees at this time of significant change. All employees, whether full-time, part-time or fixed term are covered by this policy.

B) COMPULSORY RETIREMENT AGE

The compulsory retirement age in Cork Scaffolding CSC Ltd. is 68 although the employee may, with the agreement of the Company, retire at the age that they become entitled to the State pension should that be an earlier date. It is our policy for employees to retire at the end of the week in which the applicable retirement date falls.

C) OBJECTIVE JUSTIFICATION

Cork Scaffolding CSC Ltd. has identified the following legitimate aims which are capable of objectively justifying difference of treatment on the grounds of age for the purposes of the Employment Equality Directive and/or the Employment Equality Acts;

- a) encouraging recruitment;
- b) sharing employment between the generations;
- c) establishing a balanced age structure within a particular employment;
- d) workforce planning;
- e) avoiding disputes concerning employees' fitness to work;
- f) the protection of health and safety;
- g) promoting the access of young people to professions; and
- h) ensuring the best possible allocation of positions between the generations within a given profession.

D) PROCEDURE

Management will endeavour to inform the employee initially in writing of his/her impending retirement date with the Company. This is usually done at least six months in advance of the employee reaching the retirement age of 68. The employee will then be invited to a meeting to discuss their retirement date in more detail with Management. The meeting will focus on addressing the following;

- a) Clear understanding of the retirement date and any possible issues arising;
- b) Exploration of measures (subject to agreement) which would support the pathway to retirement, for example flexible working, looking at alternative roles up to the date of retirement;
- c) Transitional arrangements in regard to the particular post; and
- d) Assistance around guidance and information.

E) REQUESTS TO WORK LONGER

Cork Scaffolding CSC Ltd. will carefully consider employee requests to work longer than the compulsory retirement age on an individual basis. Due consideration will be given to all requests. Where there is a legitimate business need Cork Scaffolding CSC Ltd. may consider allowing employees to work beyond the compulsory retirement age by way of a fixed term contract.

F) EMPLOYEE ACTIONS

Employees who wish to work beyond the compulsory retirement age, are required to submit a request in writing to Management, not less than three months before their expected retirement date. On receipt of the request the employee will be invited to a meeting to discuss their request. You may be accompanied at the meeting by a fellow employee of your choice or an authorised trade union representative, who may act as a witness or speak on your behalf. The decision will be communicated to the employee as early as practical following the meeting.

G) WHERE A REQUEST IS APPROVED

Where a request to work beyond the compulsory retirement age is granted, the employee will be issued with a fixed term contract. Importantly, where one employee's request to work beyond the compulsory retirement date is approved, the approval does not apply universally to all other requests.

H) WHERE A REQUEST IS DECLINED

Where the company does not have a legitimate business reason to approve an employee's request to work beyond the compulsory retirement date, the request may be refused. Employees will be invited into a meeting to discuss why their request has not been granted. Notification in writing will then be issued.

You have the right to appeal the decision to decline your request within five working days of receiving the outcome by setting out your grounds in writing.

Termination of Employment

A) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

B) RETURN OF VEHICLES

On the termination of your employment you must return any Company in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

C) RETURN OF OUR PROPERTY

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

D) REPAYMENT OF OUTSTANDING MONIES

On the termination of your employment we have the right to deduct from any termination pay due to you, any monies collected by you on our behalf and any advances of wages or any loans which we may have made to you. This is an express written term of your contract of employment.

E) RESIGNATIONS

All resignations by employees must be supplied in writing and stating their reason for resigning.

F) EXIT INTERVIEW

When you resign from the Company you will be asked to complete an exit interview form with Management. This information helps us to identify areas where we can improve employee relations and/or the arrangement of work and will be treated confidentially.

G) ACCRUAL OF ANNUAL LEAVE

On termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata in the holiday year, then the appropriate payments will be deducted from your final wages/salary.

Safeguards

A) RIGHTS OF SEARCH

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. You may be asked to remove the contents of your pockets, bags, vehicles, lockers, etc. These searches are carried out at random or on the basis of suspicion.
 - a. The Company will ensure an appropriate person carries out any such search, and an employee's personal dignity will be maintained at all times.
 - b. Where a search is required, if practicable you will be accompanied by a fellow employee who is on the premises at the time a search is taking place, or at the time that any further questioning takes place.
 - c. Any lack of co-operation with such a request may result in disciplinary action.
 - d. We reserve the right to call in the Gardaí at any stage.

B) CONFIDENTIALITY

- 1) All information that:
 - i. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
 - ii. relates particularly to our business, clients or that of other persons or bodies with whom we have dealings of any sort, and
 - iii. has not been made public by, or with our authority,

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.

- b. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
 - c. You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

C) COMPANIES & PROFESSIONAL PRACTICES

At the start of your employment you will be required to attend an induction session(s) at which you will be made aware of the standard procedures and code of practice applicable to your individual role and responsibilities. From time to time we may amend the content of this induction and will require you to undergo further training as necessary.

D) CONFLICT OF INTEREST

During this contract of employment the employee shall not (except as a representative of the Company) be directly or indirectly engaged, concerned or interested in, any other business which:

- Is wholly or partly in competition with the business carried out by the Company.
- With regards to any goods or services is a supplier to, or customer/client of, the Company.

E) COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

F) OTHER EMPLOYMENT

If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your immediate Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours
- Competition, reputation and credibility
- Health, safety and welfare

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

G) DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Acts regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

H) CLOSED CIRCUIT TELEVISION

Closed circuit television (CCTV) cameras are used on our premises or client premises for security purposes. Notwithstanding this express purpose we reserve the right to use any evidence obtained through CCTV in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Legislation. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

Making a Protected Disclosure - Whistleblowing

A) INTRODUCTION

Our Organisation is determined to ensure that employees are knowledgeable of their rights and responsibilities in relation to disclosures. In line with legislation, all employees who make a protected disclosure of relevant information will have legal protection from being penalised as a result of making that disclosure. In order to benefit from this legal protection the employee must show that they had a reasonable belief that a relevant wrongdoing had occurred, or was likely to occur, and that this relevant wrongdoing came to their attention during the course of their employment.

B) RELEVANT WRONGDOINGS

Certain disclosures afford employees some protection under law, definitions of relevant wrongdoings for the purposes of this are;

- i. that an offence has been, is being or is likely to be committed;
- ii. that a person has failed, is failing or is likely to fail to comply with any legal obligation, other than one arising under the worker's contract of employment or other contract whereby the worker undertakes to do or perform personally any work or services;
- iii. that a miscarriage of justice has occurred, is occurring or is likely to occur;
- iv. that the health or safety of any individual has been, is being or is likely to be endangered;
- v. that the environment has been, is being or is likely to be damaged;
- vi. that an unlawful or otherwise improper use of funds or resources of a public body, or of other public money, has occurred, is occurring or is likely to occur;
- vii. that an act or omission by or on behalf of a public body is oppressive; and
- viii. discriminatory or grossly negligent or constitutes gross mismanagement, or that information tending to show any matter falling within any of the preceding paragraphs has been, is being or is likely to be concealed or destroyed.

C) DISCLOSURE CRITERIA

The disclosure must be where the employee believes

- a) that the disclosure relates to a relevant wrongdoing as defined in B) above.
 - i. that the information disclosed, and any allegation contained in it, are substantially true.

If these criteria are fulfilled, the employee is not liable for damages by making a protected disclosure and nor shall they be penalised by their employer for having done so.

D) PROCEDURE FOR MAKING A DISCLOSURE

If you wish to raise any issue that amounts to a protected disclosure then you must in the first instance report any concerns you may have in writing to Management who will treat the matter with complete confidence, and your identity will remain protected. If the problem has not been resolved you should bring the matter in writing to the attention of the next level of Management or approved external body.

Only where you reasonably believe that the relevant wrongdoing which the disclosure tends to show relates solely or mainly

- a) to the conduct of a person other than your employer, or
 - i. to something for which a person other than your employer has legal responsibility

should you raise the matters with a person not affiliated with our Organisation, e.g. the Gardai, a Legal Advisor, the Minister, Revenue, Health and Safety Authority, etc.

E) GENERAL NOTES

We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

Digital & Media Policy

A) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Company. The Internet and E-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout. Company E-mail and internet facilities are monitored on a regular basis. Excessive or inappropriate use of these facilities will result in disciplinary action, up to and including dismissal.

a. Internet

Where appropriate duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or non-related employment issues, leave an individual liable to disciplinary action which could lead to dismissal. These provisions apply to internet usage on Company mobile phones also.

b. E-Mail

The use of the E-Mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the E-Mail system.

c. Procedures - Authorised Use

- i. Unauthorised or inappropriate use of the E-Mail system may result in disciplinary action which could include summary dismissal.
- ii. The E-Mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the E-Mail system should give particular attention to the following points:-
 - (i) all E-mail messages comply with Company communication standards.
 - (ii) E-Mail messages and copies should only be sent to those for whom they are particularly relevant.
 - (iii) E-Mail should not be used as a substitute for face to face communication or telephone contact. Flame mails (i.e. E-Mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding.
 - (iv) if E-Mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system.
 - (v) offers or contracts transmitted by E-Mail are as legally binding on the Company as those sent on paper.
- iii. The Company will not tolerate excessive use of the E-Mail/Internet system for personal use, and should not be used for unofficial or inappropriate purposes, including:-
 1. any messages that could constitute bullying, harassment or other detriment.
 2. personal use where this interferes with work (e.g. social invitations, personal messages, blogging, jokes, cartoons, downloading music/films/clips chain letters, buying or selling of goods, accessing social networking sites or other private matters).

3. use of social networking sites during your working hours is strictly forbidden. Due to the lack of confidentiality of these sites contact with clients/customers or their employees or other third parties outside your working hours must not make reference to Cork Scaffolding CSC Ltd. or discuss business related to Cork Scaffolding CSC Ltd. Failure to abide by this policy may lead to disciplinary action which could result in your dismissal depending on the seriousness of the breach.
4. on-line gambling.
5. accessing or transmitting pornography.
6. transmitting copyright information and/or any software available to the user.
7. posting confidential information about other employees, the Company or its customers or suppliers.

d. Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

B) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- i. Unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used.
- ii. All software must be virus checked using standard testing procedures before being used.

C) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by Management.

D) USE OF SOCIAL NETWORKING SITES

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

E) USE OF SOCIAL NETWORKING SITES FOR COMPANY BUSINESS

It may be a requirement of your role that you must use social networking sites to promote and further the development of the business. Any work or material created during the course of your employment remains the property of the Company, and is inclusive of any pages or contacts obtained on non-work computers or outside of normal working hours. Upon termination of your employment you will be required to turn over all contacts obtained via social media outlets and delete any profiles created by you during the course of your employment.

F) ABUSE OF ANY SOCIAL NETWORKING PROFILES

The Company takes its responsibility towards its employees very seriously, and in light of this all employees should be aware that it will be considered an offence to abuse another employee's social networking profile on Company time, by using Company equipment, or which implicates the Company in any way. Abuse of social networking profiles is considered to be the posting of offensive comments, pictures, links or otherwise on any employee's social networking profile/page.

As an employee you should not access social networking sites during working hours, however if accessing these pages on designated rest breaks or outside of working hours you should not put yourself in a position where your profile is susceptible to hacking by any employee.

Any employee who is found to have abused any employee's account may be in breach of the Company's Harassment and/or Equality policies and may be subject to disciplinary action, up to and including dismissal.

G) USE OF COMPUTER EQUIPMENT

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:-

- a) The introduction of new software must first of all be checked and authorised by a nominated senior member of the Company before general use will be permitted.
 - i. Only authorised staff should have access to the Company's computer equipment.
 - ii. Only authorised software may be used on any of the Company's computer equipment.
 - iii. Only software that is used for business applications may be used.
 - iv. No software may be brought onto or taken from the Company's premises without prior authorisation.
 - v. Unauthorised access to the computer facility will result in disciplinary action.
 - vi. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

H) COMPANY'S RIGHT OF ACCESS

Please note that we reserve the right and will exercise the right, when appropriate, to review, audit, intercept, archive, access and disclose all messages created, received or sent over the computer system. If requested you are obliged to provide Management with all passwords for your computer system.

I) COMMUNICATIONS

We will try to keep you informed about items of interest by means of our notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

J) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

K) TELEPHONE CALLS/MOBILE PHONES

Telephones are essential for our business. Personal telephone calls are allowed but you are requested to ensure that such calls are kept to a minimum and should only be used when safe to do so. Personal mobile phone use should not interfere with your duties.

L) COMPANY MOBILE PHONES

A Company mobile phone is provided for business use only and at all times will remain the property of the Company. A Company mobile phone is provided primarily to enable you to carry out your role, i.e. to keep the Company informed at the earliest opportunity of matters which it needs to know and to be similarly contacted by the Company, or to contact customers or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the phone is kept charged and switched on while you are on duty.

If you have been issued with a Company mobile phone, you are responsible for the safekeeping and condition of the phone at all times and you will be responsible for any cost of repair or replacement other than reasonable wear and tear.

Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures.

In the event that the phone is lost or stolen, the Company must be notified immediately in order to cancel the number and arrange for a replacement.

Upon termination of your employment, if you do not return your Company mobile phone or should your phone be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

The Company recognises that you may have to make personal calls during working hours or outside normal working hours. Where it is deemed that an unreasonable amount of personal calls, texts or data downloads have been made using the mobile phone, the Company reserves the right to deduct those costs, either through deduction from pay or otherwise as agreed and excessive use may result in disciplinary action.

Standards

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
 - a. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:-
 - i. Handle machines, equipment and stock with care.
 - ii. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
 - iii. Ask for other work if your job has come to a standstill.
 - iv. Start with the minimum of delay after arriving for work and after breaks.
 - b. The following provision is an express written term of your contract of employment:-
 - i. Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
 - ii. Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
 - iii. In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
 - c. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.
 - d. The recovery of any monies owed by you does not preclude the Company from initiating disciplinary action relating to the offence.

B) STANDARDS OF DRESS

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where a uniform is provided, it must be worn at all times whilst at work and laundered on a regular basis. Where a uniform is not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

On the termination of your employment you must return all items of your uniform to us. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

D) COMPANY PROPERTY

Use of such property for any purpose other than normally defined duties is not permitted. Property of any type is not to be taken away from the premises unless with prior approval. You must immediately notify the appropriate member of Management of any damage to property or premises.

E) COMPANY TOOLS/EQUIPMENT

The Company provides you with tools/equipment necessary to carry out your duties. You should keep these in good repair and secure at all times. You must report any lost or mislaid tools/equipment to Management. You must return Company tools/equipment upon termination of employment by either party. Failure to do so will result in a deduction to cover the cost of tools/equipment being made from monies due to you. This is an express written term of your contract of employment.

F) WORK RELATED SOCIAL EVENTS

Throughout the course of your employment, the Company may at its discretion organise official work events for staff for specific celebrations such as Christmas parties or in the event of a staff member leaving. Employees must remember that while attending such a work related event that they are representing the Company and that the Company's rules and procedures will still apply in relation to behaviour and conduct at such events. Accordingly, staff will be expected to;

- Conduct themselves at all times in an orderly manner;
- Refrain from loud and obnoxious behaviour;
- Be aware of other people, the venue and their staff and treat them with respect;
- Ensure that they take alcohol responsibly;
- Refrain from posting photographs on social networking sites which may paint the Company or its agents in an inappropriate light;
- Refrain from posting photographs containing images of your fellow employees/colleagues on social networking sites against the wishes or without permission of those fellow employees/colleagues.

From time to time there may be parties or outings which are organised by employees and these are not the responsibility of the Company. The Company will not be liable for any incidents which occur during an unofficial party. These parties will not be:

- Organised by Management;
- The responsibility of the Management or Company;
- Organised during work hours;
- Organised in the workplace or on the Company premises;
- Held on the Company premises;
- Booked in the name of Cork Scaffolding CSC Ltd., nor will the Company name be used during any unofficial outings/party.

Staff organising any unofficial outing, party etc. must inform all possible attendees that the outing is unofficial and not the responsibility of the Company or Management. Employees will know if a party/outing is official as:

- All documentation regarding the event will be on official memos or headed paper from Management
- The event will be organised via the workplace

If in doubt, please ask Management. A breach of this policy may result in Disciplinary action.

G) BEHAVIOUR AT WORK

- 1) You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.
 - a. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
 - b. Any involvement in activities which could be construed as being in competition with us is not allowed.
 - c. All reasonable instructions from Management are to be carried out.

H) BEHAVIOUR OUTSIDE OF WORK

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

I) DRIVING STANDARDS

You are a representative of the Company on the road and your behaviour is therefore very important. While observance of the law is the first duty, safe and courteous driving displays an understanding of the needs of other road users. The following guidelines should be observed;

- Avoid unnecessary use of the horn;
- Allow adequate space for other users;
- Do not drive too close to the vehicle in front;
- Watch out for pedestrians and young children crossing when traffic is stopped;
- Watch out for cyclists when making left turns. Continuously check your mirror and stop if you have lost sight of a cyclist;
- When reversing ensure that the area behind you is clear. If you cannot see get out and check. Where possible get a competent person to assist you and ensure that they remain in your vision;
- Do not increase your engine speed as the lights are about to change;
- Maintain good lane discipline;
- Position yourself in the correct lane when approaching a junction or roundabout; and
- Be prepared to make allowances for the behaviour of other road users and be willing to give way (even if you are in the right), if it means avoiding an accident.

Safety, Welfare and Hygiene

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
 - a. You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.
 - b. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
 - c. You should report all accidents at work, no matter how minor in the accident book, which can be found in the office and on the appropriate site.
 - d. The Company firmly believes in the importance of providing a healthy and safe environment for customers and staff. The Company wholly accepts the aims and provisions of health and safety legislation and recognises that foremost in its duties and responsibilities to its employees is the need to provide and maintain safe, healthy and hygienic working conditions and practices. The Company considers all levels of staff share their responsibility.
 - e. It is the duty of every individual employee to take every reasonable care for the health and safety of himself/herself and of other persons who may be affected by his/her acts or omissions at work. It is the legally enforceable duty of all employees to co-operate with their Company in achieving compliance with health and safety legislation.
 - f. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

C) BATHROOM/TOILET

We provide a bathroom/toilet for your use, which must be kept clean and tidy at all times.

D) NON-SMOKING POLICY

There is a statutory ban on smoking in the workplace and Company vehicles which must be observed at all times. The designated smoking area(s) is/are notified to you separately. Smoking is not permitted outside of this/these areas. The use of e-cigarettes is not allowed in Company buildings or vehicles. The Company does not permit smoke breaks to be taken in addition to allocated breaks.

E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
 - a. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
 - b. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) CLIENTS/CUSTOMERS PREMISES

Whilst visiting or working at any of our clients/customers premises, you must ensure that you are aware of and strictly comply with all of their rules and requirements e.g. security, health and safety, smoking, parking, etc.

G) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-

(these are examples only and not an exhaustive list)

- i. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.)
- ii. higher accident levels (e.g. at work, elsewhere, driving to and from work)
- iii. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

Where the Company has a reasonable belief that you are under the influence of some form of intoxicants it may at its discretion send you home for the remainder of the day without pay. This is not considered a form of disciplinary action but is done solely in the interests of the Health and Safety of you, your work colleagues and any customers or third parties.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

As part of your role the Company may need to carry out alcohol and drug testing. This may be required on health and safety grounds out of our duty of care towards customers, employees and any other third parties. Failure to comply with such a request may be treated as an act of gross misconduct and may result in your dismissal. Also, failure to pass such a test may be treated as an act of gross misconduct and may lead to your dismissal following recourse to the Company's disciplinary procedures.

All personal data collected for this purpose will be processed in line with the current Data Protection Act

In the event that any medication is prescribed/supplied to an employee, the employee shall make their work duties known to the prescriber / supplier of such medication. The employee shall ascertain whether the medication is expected to produce any side-effects that may adversely affect the performance of their work duties, and shall advise Management.

If a problem associated with the use of prescribed medication arises at work a claim by an employee of ignorance about the possible effects of the medication shall not be regarded as acceptable.

H) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependant on the circumstances, you may be liable to disciplinary action.

Policy on Dealing with Infectious Conditions in the Workplace

A) INTRODUCTION

The Company is committed to ensuring the health and safety of all employees. To this end, this policy sets out steps that the Company is taking in order to tackle an infectious condition in the workplace e.g. a coronavirus outbreak, alongside expectations that are placed upon employees.

B) INFECTION CONTROL MEASURES

All employees must follow any guidelines issued from the Health Service Executive (HSE) and the World Health Organisation or other relevant bodies, on infection control whilst at work, and should do the same in their daily lives.

C) IF YOU DEVELOP SYMPTOMS

If you begin to display symptoms of an infectious condition, you must follow Government/Relevant Body guidance to find out what to do next, which may involve internet and phone services. You must also notify your Manager at the earliest opportunity.

D) EMPLOYEE TRAVEL PLANS

The Company accepts that during an infectious condition outbreak, some of its employees will have plans to travel in the near future including pre-booked and paid for holidays. Where certain countries have been identified as having been severely affected by the infectious condition we would ask that employees consider, for their health reasons, whether travelling to these areas is the best thing to do. If a decision is made to travel, we ask that employees let their Manager know of the countries to be visited so that their return can be managed appropriately.

We would also ask all employees to keep themselves up to date with Government/Relevant Body guidance on the countries which require self-isolation upon return, and bear in mind that this guidance could change on a daily basis.

If you would like to cancel any pre-booked annual leave, you should discuss this with their Manager.

E) BUSINESS TRAVEL

Where employees are required to undertake business travel, the Company recognises that employees may be reluctant to travel on business to places of the world where there have been cases of infection. To this end, the Company will consider every business trip that is planned for the near future and identify if alternatives to making the trip can be considered, where possible. This may include postponing the trip, or holding meetings via other means such as Skype.

If travel is deemed necessary, we will conduct a full risk assessment into the risks associated with the trip with involvement from employees who are being asked to travel, taking all reasonable steps to eliminate or minimise any risk to staff members.

F) PERIODS OF SELF-ISOLATION

During an infectious condition outbreak, the Government may advise people to self-isolate if they have recently returned from certain countries even if they have no symptoms, which means staying at home and not having contact with other people. In the event that this applies to you, you must not attend work during the isolation period.

If you did not already inform us of travel to such countries beforehand, you must inform us before your intended return to work. Your Manager will keep in contact with you during this period. Where feasible, we may consider whether you can work from home during this period, or whether we can agree a period of paid annual leave with you. Where no other agreement is made the Company will look other avenues such as;

- Authorised unpaid leave
- Sickness Absence – which will be treated as sick leave in line with our normal sickness absence and pay procedures.

Some countries may require self-isolation on return only where you display symptoms of an infectious condition. If you do have symptoms on your return, you should not attend work and should follow any Medical/Government/Relevant Body guidance on what to do next, which may include using internet or telephone services, and you must also follow our normal sickness reporting procedures. In this situation, you will be treated as being on sickness absence.

If you return from a country which does not require automatic self-isolation, and you are displaying no symptoms, you should be prepared to attend work as normal. However, if there is a reason why you think you may have been exposed to an infectious condition, you must let your Manager know before you return to work and have taken medical advice prior to the call.

G) SENDING EMPLOYEES HOME/REQUIRING EMPLOYEES NOT TO ATTEND WORK

If we are concerned that you may have been exposed to an infectious condition, even though you are not displaying symptoms, we may take the decision to send you home/require you not to attend work. This may occur if, for example, you inform us that you have been in close contact with someone else who has, or may have, the infectious condition. This is treated as a period of suspension for medical reasons. It is not considered a disciplinary sanction; the period of suspension will be in recognition of the possibility that your continued presence in the workplace poses a risk of spreading the virus to your colleagues or other third parties with whom you may interact. You will receive full pay during this time off. Alternatively, we may agree a period of paid annual leave with you.

If, during this period of suspension, you develop symptoms, you should follow Medical/Government/Relevant Body guidance on what to do next, which may include using internet or telephone services, and also follow our normal sickness reporting procedures. You will then be treated as being on a period of sickness absence.

H) EMPLOYEES WHO CONTRACT THE VIRUS

If you contract an infectious condition, you should take and follow medical advice on the length of your sickness absence. You are required to produce a medical certificate for illnesses lasting three or more calendar days, however, we appreciate that you are not likely to be in a position to obtain a medical certificate in usual timescales, therefore you should provide it as soon as is reasonably practicable. During your absence, our normal sickness absences and payment rules will apply.

I) ATTENDANCE AT WORK

Unless you have followed our usual reporting procedures in relation to sickness absence, are in self-isolation following Medical/Government/Relevant Body guidance or not attending work under our specific instruction, you are expected to attend work as normal.

J) SHORTAGE OF WORK/FINANCIAL DISRUPTION

In the event that the Company is faced with a shortage of work, or a period of financial disruption, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily place you on reduced working hours, short time working, lay-off, and/or implement a temporary pay reduction.

If you are placed on a reduced working week, or short time working, your pay will be reduced according to time actually worked and, if applicable, in accordance with any concurrent temporary pay reduction. If you are placed on lay off then no payments will be made to you. The Company will seek to provide you as much notice as is reasonably practicable for any shortage of work or pay reduction. Any benefits accrued during such a period of reduced working hours, short time working or lay-off will be on a pro rata basis.

The entirety of this section entitled “Shortage of Work / Financial Disruption” forms part of your contractual terms and conditions.

K) WORKING FROM ANOTHER LOCATION

It may be necessary for us to require you to work from an alternative work location if, for example, instructions from a third party mean that entry into our current workplace is not permitted. Your flexibility in this regard will be expected, however, all instructions of this nature will be reasonable.

The Company will consider, as part of its general approach to maintaining normal business operations, whether employees are to work from home. Obviously, this will not be possible in every case due to the nature of individual roles. However, we will assess the viability of this option, taking into consideration any equipment needed, at the

relevant time and, as a result, you may be required to work from home for a temporary period. Employees should not assume that they will be permitted to work from home and advance authorisation will be needed in every case.

L) HARASSMENT/BULLYING

We operate a zero tolerance policy to all forms of harassment and bullying in the workplace. We will not tolerate any unacceptable behaviour to colleagues, suppliers, members of the public etc. Any complaints of this nature will be investigated in line with our usual policy and may result in disciplinary action, up to and including dismissal.

M) UNDERLYING CONDITIONS/AT RISK STAFF

If you fall under one of the “at risk” categories, you should make this known to your Manager as soon as possible. The Company can then carry out a risk assessment based on your condition and may use one of the options above, having consulted with you on the matter. The Company also reserves the right to have you medically assessed within this context to ensure your health is protected to the maximum extent possible.

The conditions that may mean you are at a higher risk are as follows:

- Are 60 years of age and over as people in this age bracket are particularly vulnerable.
- Have a long-term medical condition - for example, heart disease, lung disease, diabetes, cancer or high blood pressure.
- Have a weak immune system (immunosuppressed).

Manual Handling

A) INTRODUCTION

There are four main aspects of manual handling;

1) The Load

The risk of back injury increases if the load is:

- Too heavy
- Too large
- Difficult to grasp
- Unbalanced or unstable
- Difficult to reach
- Of a shape or size that obscures the worker's view

a. The Task

The risk of back injury increases if the task:

- Is too strenuous e.g. carried out too frequently/for a long duration
- Involves awkward postures or movements
- Involves repetitive handling

b. The Environment

There may be some characteristics that may affect the risk of back injury:

- Insufficient space to carry out manual handling properly
- Uneven, unstable or slippery floor
- Heat may make workers feel tired and sweat may make it difficult to have a proper grip of tools etc.
- Insufficient lighting

c. The Individual

There may be some individual factors that may affect the risk of back injury:

- Lack of experience
- Age
- Physical dimensions such as height, weight and strength
- Any history of back problems

B) CORRECT LIFTING TECHNIQUES

Before lifting a load, you need to plan and prepare. Make sure that you know where you are going and there are no obstacles in the way. Also make sure your hands and any handles are not slippery. You should then use the following technique:

- Put your feet around the load, with your body over it (if this is not feasible, try to get your body as close as possible to the load)
- Use the muscles of your legs when lifting
- Straighten your back
- Pull the load as close as possible to your body
- Lift and carry the load with straight downward turned arms.



When pushing and pulling, it is important that:

- It is done using the body's own weight i.e. lean forward when pushing and backwards when pulling
- You have enough grip on the floor
- You avoid twisting and bending your back
- Handling devices have handles/grips you can use which should be between the shoulder and waist so you can pull in a good, neutral position
- Handling devices are well maintained so that the wheels have appropriate size and they run smoothly
- Floors are hard, even and clean.

TWISTING AND BENDING OF THE BACK SHOULD BE AVOIDED



Rules for the Use of Company Vehicles

A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES

- 1) You must be in possession of a current driving licence and have Management's authority to drive one of our vehicles.
 - a. Your driving licence must be produced for scrutiny by Management prior to driving any of our vehicles. It is your responsibility to provide us with copies of renewed licences.
 - b. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
 - c. It is your responsibility to see that the vehicle is not used by anyone other than authorised employees. Special written permission must be obtained from Management for the vehicle to be used by any other person.

B) FIXTURES, FITTINGS AND MODIFICATIONS

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to the vehicle without prior written permission. When handing the vehicle back to us such attachments must remain unless adequate rectification work is carried out professionally to restore the vehicle to its former condition.
 - a. No change or alterations may be made to the manufacturer's mechanical or structural specification for the vehicle.

C) DRIVING WHILST INTOXICATED

You are not permitted under any circumstances to operate or drive a Company vehicle, either during working hours or on personal time, under the influence of any intoxicant. Whether inside or outside working time you must abide by the Company rules of use for this Vehicle. This is an express condition of your employment and if you are found to be in breach of the Company usage policy it will result in disciplinary action, up to and including dismissal.

D) WARRANTY

All warranty work must be reported to us prior to it being carried out.

E) CLEANING AND MAINTENANCE

- 1) As the vehicle has been allocated to you, it is your responsibility to keep it clean both internally and externally, and to ensure that the vehicle is regularly serviced in accordance with the requirements laid down by the manufacturer, and as specified in the maintenance book of the particular model of vehicle.
 - a. Any other maintenance or repair work or replacement of parts, including tyres, must be approved in advance by us.

F) NON-SMOKING POLICY

There is a statutory ban on smoking in Company premises, including Company vehicles which must be observed at all times. Current legislation imposes a fine on employers whose employees smoke in an enclosed work environment including Company vehicles. Breaches of the Company smoking policy will result in disciplinary action up to and including dismissal.

G) FUEL ETC.

- 1) In addition to keeping the vehicle regularly serviced, it is your responsibility to see that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.

- a. Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business. Fuel cards are supplied to Company vehicle users and fuel receipts must be submitted immediately to the office.
- 2) When filling a vehicle you should ensure that;
 - It is not overfilled;
 - There is no spillage of fuel;
 - The dispensing nozzle is replaced securely;
 - The cap on the tank is fitted tightly so that there will be no spillage on the road; and
 - Stand by the vehicle at all times during fuelling.

Likewise when topping up engine oil, care should be taken not to overfill and replace caps securely.

H) FINES

We cannot under any circumstances accept responsibility for parking or other fines incurred by you. Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receive the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's wages/salary.

I) DAMAGE OR INJURY

- 1) If you are involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the vehicle owner, the registration number of the vehicle and the name of the insurance Company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the office and where necessary the Gardaí as soon as possible, but within twenty-four hours of the occurrence.
 - a. In addition, in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the Gardaí of the occurrence and you must produce your insurance certificate to the Garda attending the accident, or to any other person having reasonable grounds for seeing it. The accident must be reported to a Garda station or to a Garda within twenty-four hours. If you are not then able to produce the certificate you must in any event produce it in person within five days after the accident to such Garda station as you may specify at the time of first reporting the accident.
 - b. For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

J) LOSS

- 1) In the case of theft of the vehicle, we and the Gardaí must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, we and the Gardaí should be notified immediately.
 - a. Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
 - b. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot. If a vehicle is stolen we are required to prove to the insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

K) ACCIDENT PROCEDURE

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note that whenever possible the following particulars should appear in the form:

- i. the name and address of the other driver and the name and address of his/her insurers
 - ii. the names and addresses of all passengers in both our vehicle and the other vehicle
 - iii. names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident
 - iv. particulars of the Garda attending i.e. name, number and division.
- b. A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
 - c. If our vehicle is not driveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
 - d. An estimate of the repairs required to be carried out, showing details and cost of both labour and materials, must be obtained and sent to us as soon as possible.
 - e. Under no circumstances may repairs be put in hand until the Insurance Company has given its agreement. We will notify you when this has been done.
 - f. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in I) above and nothing more.

L) TRAVEL OVERSEAS

Our vehicles may not be taken out of the country without written permission from Management.

M) PERMITTED USE

- 1) Subject to the restrictions already stipulated, our vehicles may only be used for our business, excluding the carriage of passengers for hire or reward. Employees are not permitted to carry passengers, other than fellow employees of the Company, during working hours. Our vehicles may not be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land. Private mileage must be shown and declared.
 - a. Company vehicles are provided for your job, with limited personal use allowed outside of working hours. We expect employees to be aware that these vehicles advertise the company logo and to bear this in mind when using the vehicles outside of working hours. You are expected to behave with the highest integrity when using our vehicles, both during and outside of working hours. You must not engage in or cause our vehicles to be present at any activities that could result in negative publicity to ourselves, or which could adversely affect our public image.
 - b. The Company reserves the right to initiate disciplinary action, up to and including dismissal, if you have been found to be in breach of our Rules for the Use of Company Vehicles policy.

N) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.
 - a. Repeated instances may result in the use of the vehicle being withdrawn and disciplinary action being taken.

O) USE OF MOBILE PHONE WHILST DRIVING

It is an offence for anyone to drive a motor vehicle whilst holding a mobile phone or a similar device in your hand, or using another part of your body to support the device when you are driving. If you are charged by the Gardai you may be liable for prosecution (a fine of up to €2000 and four penalty points) if you are holding a mobile phone or any other type of hand-held device to send or receive any sort of data, be it voice, text or a pictorial image, or to access message facilities or the internet whilst driving.

Driving includes times when a vehicle is on a public road with its engine running or when the vehicle is stopped at traffic lights or during any other hold-ups that occur during a typical journey when a vehicle can be expected to move off after a short while.

A mobile phone may only be used whilst driving if you are dialling 999 or 112 for an emergency or if you have a cordless hands-free device installed in your vehicle. Calls should be kept to the shortest possible time and be only to effect essential communications. If you need to operate a mobile phone in the vehicle or if you need to deal with a call through a hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and switched the engine off. A failure to comply with this policy will lead to disciplinary action.

P) TACHOGRAPHS

You are required by law to ensure that your Tachograph records are correct at all times. Breach of these regulations may lead to disciplinary action.

Q) PENALTY POINTS

If you have received or likely to receive any penalty points it is important to bring this to the attention of Management. Excess penalty points can result in a loading on our insurance premium, meaning that too many points may, if we are unable to provide suitable alternative employment, lead to the termination of your employment.

R) DRIVING CONDITIONS

- 1) At times bad weather and visibility will determine driving conditions. Fog, snow and heavy rain reduce the ability to see and hot weather can affect the road surface. In these circumstances you should adjust your driving to suit the conditions.
- 2) Traffic conditions can vary and you should be aware of this and adjust your driving and attitude to suit. The irritations of traffic and bad behaviour of other drivers on the road must be accepted as part of the normal driving role.

S) PREVENTING ACCIDENTS

- 1) As a driver, your own safety, and that of other road users, often depends on your attitude and behaviour behind the wheel. You will be required to act responsibly and to co-operate with the Company on all Health and Safety matters.
- 2) You should take account of safety when planning your run and where possible use the least dangerous routes, preferably motorways.
- 3) When you cannot avoid passing through heavy traffic areas, you should try to avoid peak hour driving.
- 4) Keep a safe distance from the vehicle in front, and you should adjust your speed as necessary to allow for the type of road, traffic density, visibility and weather conditions.
- 5) On motorways, always signal any change of lane in advance, to avoid taking drivers behind you by surprise.
- 6) On minor roads allow car drivers to pass you if significant tailbacks have formed.
- 7) Be alert to the most vulnerable road users, especially in built up areas: cyclists, pedestrians, children and the elderly.

T) GOOD DRIVING PRACTICE CHECKLIST

You should **ALWAYS**:

- Follow safety instructions;
- Use seat belts at all times;
- Do not continue driving if tired. Take regular breaks. Get out of the cab and take some fresh air. Do not use stimulants to overcome tiredness;
- Comply with local traffic conditions and follow requirements on driving time;

- Adjust your seating position so it is as upright as possible and so that you are using the head restraint. This will help prevent whiplash in case of an accident;
- Be familiar with the maintenance procedures for your vehicle and ensure it is kept in good running order;
- Do not drive under the influence of alcohol or drugs or if you have taken any medicines that could affect your driving;
- Do not smoke in the vehicle;
- Do not use LPG or carbon fuelled heaters or cookers in the cab as carbon monoxide can build up and cause death;
- Use safe practices to climb down from the cab, especially as visibility may be poor or your leg muscles tired;
- Make sure your load is evenly distributed and properly secured. Ensure safe working with the load itself;
- Make sure there are no loose objects in the cab that could fly about on braking and cause injury;
- Ensure vision is not obstructed by pendants or stickers etc. on windows;
- Try to avoid parking your trailer or vehicles in positions that will obstruct traffic or the visibility of other road users or pedestrians, and ensure measures to prevent the vehicle moving are applied; and
- Eat regular, healthy meals.

Capability & Competence

A) INTRODUCTION

We recognise that during your employment with us your capability or competence to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES

- 1) If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.
 - a. If your standard of performance is still not adequate you will be invited to a formal meeting and may be issued with a verbal warning. Failure to improve and to maintain the performance required could lead to a further warning in writing.
 - b. If your standard of performance is still not adequate you will be invited to a subsequent formal meeting and the outcome could be a warning in writing that a failure to improve and to maintain the performance required could lead to a further final warning. We will also consider the possibility of a transfer to more suitable work if possible.
 - c. If there is still no improvement after a reasonable time, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained if we cannot transfer you to more suitable work.
 - d. If such improvement is not forthcoming after an agreed period of time, you will be dismissed.
 - e. Every effort will be made in between meetings to set out achievable targets and objectives and you will be fully aware of the level of performance expected of you.
 - f. We reserve the right to take into account an employee's length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any formal warnings before dismissal. However you will retain the right to a formal disciplinary hearing, the right of representation and the right to appeal.

C) PERSONAL CIRCUMSTANCES

- 1) Personal circumstances may arise in the future which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
 - a. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

Disciplinary Rules & Procedures

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
 - a. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be a means of punishment.
 - b. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
 - c. The following rules and procedures should ensure that:-
 - i. the correct procedure is used when inviting you to a disciplinary hearing;
 - ii. you are fully aware of the correct procedure, the standards of performance, action and behaviour required of you;
 - iii. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - iv. On occasion it may be necessary for the company to conduct an investigation meeting to clarify a particular incident or occurrence prior to any potential disciplinary hearing. The purpose of this investigatory meeting is to establish the facts about a particular incident or occurrence, and the details of which will remain completely confidential. The investigation will be carried out by a designated member of the Management team or, if necessary, in the case of any possible conflict of interest, a third party. The designated investigator will meet with you and any witnesses or other relevant persons individually. The person investigating the complaints will make every effort to carry out and complete the investigation as quickly as possible. This investigation meeting itself should not be interpreted as a disciplinary hearing as no disciplinary sanction would ever be issued on foot of an investigatory meeting. Instead, the facts established in an investigatory meeting may be used to identify whether or not a formal disciplinary hearing ought to be conducted;
 - v. on some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - vi. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or Trade Union Representative, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process. However, they are not there to answer questions on your behalf. In addition, in line with the Code of Practice for Disciplinary and Grievance Procedures, there is no provision for legal representation at any stage of the disciplinary process;
 - vii. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct or SOSG (some other substantial grounds);
 - viii. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case at a disciplinary hearing; and
 - ix. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of minor misconduct, major misconduct

and gross misconduct shown in this handbook, a breach of other conditions, procedures, rules, etc. within this handbook will also result in the disciplinary procedure being used to deal with such matters.

C) RULES COVERING MINOR MISCONDUCT

(these are examples only and not an exhaustive list)

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

- a) failure to abide by the general health and safety rules and procedures;
 - i. persistent absenteeism and/or lateness;
 - ii. unsatisfactory standards or output of work; and
 - iii. unauthorised use or negligent damage or loss of our property.

D) RULES COVERING MAJOR MISCONDUCT

(these are examples only and not an exhaustive list)

- a) rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour or bad language;
 - i. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
 - ii. failure to carry out all reasonable instructions or follow our rules and procedures;
 - iii. unauthorised use of Company E-mail and Internet facilities;
 - iv. failure to report immediately any damage to property or premises caused by you;
 - v. failure to comply with normal safety procedures;
 - vi. breach of drivers rules and procedures; and
 - vii. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs.

E) RULES COVERING GROSS MISCONDUCT

(these are examples only and not an exhaustive list)

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

- a) grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
 - i. dangerous behaviour, fighting or physical assault;
 - ii. incapacity at work or poor performance caused by intoxicants, drugs, prescribed drugs and over the counter medication;
 - iii. attendance at work whilst under the influence of any intoxicating substance, irrespective of incapacity or the amount taken. The Company operates a zero tolerance policy in respect of intoxicants.
 - iv. possession, supply or use of illicit drugs;

For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- v. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
- vi. undertaking private work on the premises and/or in working hours without express permission;
- vii. working in competition with us;
- viii. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- ix. theft or unauthorised possession of money or property, irrespective of value, whether belonging to us, another employee, or a third party;
- x. destruction/sabotage of our property, any property on the premises;
- xi. serious breaches of health and safety rules that endanger the lives of employees or any other person, to include HACCP Regulations;
- xii. interference with or misuse of any equipment for use at work that may cause harm;
- xiii. gross insubordination and/or continuing refusal to carry out legitimate instructions;
- xiv. abuse of the personal harassment policy;
- xv. smoking in breach of Company policy/designated non-smoking areas;
- xvi. unauthorised consumption of alcohol on the premises;
- xvii. any action, inaction or wrongdoing committed by you during the course of your employment that would result in a financial loss to the Company;
- xviii. any action, inaction or wrongdoing committed by you, outside of normal working hours that, had you been in employment, would be considered to be gross misconduct;
- xix. deliberately bringing a complaint against a fellow employee that you know to be false or malicious;
- xx. use of our vehicles whilst intoxicated;
- xxi. driving a motor vehicle whilst holding a mobile phone or a similar device in your hand, or using another part of your body to support the device when you are driving;
- xxii. serious breach of drivers rules and procedures;
- xxiii. if your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction;
- xxiv. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- xxv. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- xxvi. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

F) DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Minor Misconduct	Formal verbal warning	Written Warning	Final written warning	Dismissal
Major Misconduct	Written Warning or Final Written Warning	Final written Warning or Dismissal	Dismissal	
Gross misconduct	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you. All warnings will be effective from the date they are initially communicated to you in writing. Warnings will be issued in accordance with the Company's disciplinary procedures, and will be for corrective purposes.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the procedure in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.
- 2) We reserve the right at our discretion the authority to bypass any step in the disciplinary process if we feel that the severity of the action warrants it. We will be fair in the application of such discretion.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

ALL EMPLOYEES	
Formal verbal warning	Management
Written warning	Management
Final written warning	Management
Dismissal	Management

H) PERIOD OF WARNINGS

- 1) Formal verbal warning
A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.
- 2) Written warning
A written warning will normally be disregarded for disciplinary purposes after a twelve month period.
- 3) Final written warning
A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) EXTENDED WARNINGS

The Company may extend, at its discretion, a final written warning if in its opinion the employee has not reached the required standard following a disciplinary process but has shown some improvement.

J) SPENT WARNINGS

A “spent” warning forms part of an employee’s history and cannot be used to accelerate the disciplinary procedure to the next level warning. However in certain limited circumstances it may be used in consideration of the employees total work history, especially where any future offences or incidents are related.

K) GENERAL NOTES

- 1) If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
 - a. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
 - b. Gross misconduct offences will result in dismissal without notice.
 - c. You have the right to appeal against any disciplinary action.

Disciplinary Appeal Procedure

- 1) The disciplinary rules and procedures which form part of your contract of employment incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.
 - d. If you wish to exercise this right you should apply, preferably in writing, to the person, within five days, indicated in your individual Statement of Main Terms of Employment (Form SMT) or nominated person if deemed more appropriate. From time to time it may be necessary to appoint an external person to hear an appeal; such an appointment will be deemed a last resort and only used where absolutely necessary. Should it be deemed necessary to engage an external person to hear an appeal, all such hearings carried out will be in accordance Company procedures. You agree to permit us to share any relevant special categories of data where it is necessary for the purposes of that hearing.
 - e. Any disciplinary penalty imposed on you, as a result of the Company's disciplinary procedures, will be effective from the date the penalty was initially imposed.
 - f. An appeal against a formal warning or dismissal should give details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
 - g. The disciplinary appeal procedure will normally be conducted by a member of staff not previously connected with the disciplinary process so that an independent decision into the severity and appropriateness of the disciplinary action can be made.
 - h. If it is a ground of appeal that the act(s) or omission(s) which constituted the wrong-doing giving rise to the disciplinary action did not occur, then it will be at the discretion of the person conducting the appeal to conduct the appeal as a full re-hearing of all matters i.e. de novo hearing. If the act(s) or omission(s) giving rise to the allegation of wrongdoing are not disputed, the appeal will be by way of review of the original decision.
 - i. You may be accompanied at the appeal hearing by a fellow employee of your choice or an authorised trade union representative, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This decision is final.

Grievance Procedure

- 1) It is important that if you feel dissatisfied with any matter relating to your work you should have an immediate means by which such a grievance can be aired and resolved.
 - j. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record but if you wish your grievance to be formally recorded and investigated then your grievance must be submitted in writing.
 - k. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should:-
 - i. first raise the matter with the person specified in your Statement of Main Terms of Employment (Form SMT) either verbally or in writing, or if the matter relates to this person, an alternate member of the Management team. From time to time it may be necessary to appoint an external person to investigate any grievance matter; such an appointment will be deemed a last resort and only used where absolutely necessary. Should it be deemed necessary to engage an external person to investigate a grievance, all such investigations carried out will be in accordance Company procedures. You agree to permit us to share any relevant special categories of data where it is necessary for the purposes of that hearing.
 - ii. explain fully the nature and extent of your grievance. If you wish, a fellow employee can be present with you to help you to explain the situation more clearly.
 - l. If the problem has not been resolved within ten working days you should bring the matter to the attention of the next level of Management. This is the final stage of the grievance procedure.

Redundancy Procedure

- 1) Should circumstances arise where redundancy is seen to be a possibility the Company will ensure it complies with relevant legislation and look where possible to;
 - i. reduce overtime to a workable minimum; and
 - ii. investigate measures, such as short-time working, reduced working week and/or lay off (without pay), as a means of avoiding redundancies.
- m. If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy, where appropriate. It may not be possible to accept every application for voluntary redundancies depending on the requirements of the business. If the selection of employees for redundancy becomes necessary, any criteria for selection will be discussed with you at the time where possible. At all times the overriding consideration will be the future viability of the business and we reserve the right to deviate from this policy where deemed necessary.

Equal Opportunities Policy

A) STATEMENT OF POLICY

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedures, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
 - a. The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on the grounds of gender, civil status, family status, sexual orientation, religious belief, age, disability, race or membership of the traveller community.
 - b. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
 - c. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
 - d. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
 - e. We will maintain a neutral working environment in which no worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
 - a. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
 - b. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
 - c. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
 - d. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
 - e. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
 - f. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
 - g. Short listing and interviewing will be carried out by more than one person where possible.
 - h. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
 - i. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
 - j. Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
 - a. All promotion will be in line with this policy.

Personal Harassment Policy & Procedures

A) INTRODUCTION

- 1) Many people in our society are victimised and harassed as a result of their gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.
 - a. Bullying in the workplace is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could be regarded as undermining the individual's right to dignity at work.
 - b. Personal Harassment, unlike bullying, can consist of one single act in certain circumstances. Harassment is defined as any act or conduct including spoken words, gestures or the production, display or circulation of written words, pictures or other material if the action or conduct is unwelcome to the employee and could reasonably be regarded as offensive, humiliating or intimidating and has the purpose or effect of violating that employee's dignity.
 - c. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always serious and is totally unacceptable.
 - d. Sexual harassment covers acts, requests or conduct which could reasonably be regarded as being offensive, humiliating or intimidating, has the purpose or effect of violating that employee's dignity and are in fact unwelcome to a particular employee.
 - e. We recognise that personal or sexual harassment can exist in the workplace as well as outside and that this can affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

- 1) We deplore all forms of personal or sexual harassment and bullying and seek to ensure that the working environment is sympathetic to all our employees. The workplace environment is not confined to the business premises or normal working day and extends to conferences, external training, and work related social events.
 - a. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment or bullying with a means of redress. For the sake of simplicity, the word "harassment" has been used in the remainder of this policy. However, it should be understood that, for the purpose of this policy, the examples given and the procedures to be used apply equally to the more general concept of bullying.
 - b. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.
 - c. If you are experiencing difficulties in accessing or understanding our documentation in its current format please speak to Management immediately.

C) EXAMPLES OF PERSONAL HARASSMENT

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

- i. insensitive jokes and pranks
- ii. lewd or abusive comments about appearance
- iii. deliberate exclusion from conversations
- iv. displaying abusive or offensive writing or material

- v. unwelcome touching
- vi. abusive, threatening or insulting words or behaviour
- vii. the use of a mobile phone to harass, bully or intimidate.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) SEXUAL HARASSMENT

- 1) You have a right to work in an environment which is free from sexual harassment.
 - a. Sexual harassment can be persistent unwanted attention which continues after the person receiving it makes it clear that they want it to stop.
 - b. Sexual harassment can also be a serious one-off incident.

E) EXAMPLES OF SEXUAL HARASSMENT

In general, you are free to determine what behaviour is acceptable to you and other employees should respect your standards.

Examples of behaviour which can constitute sexual harassment include:

- i. Acts of physical intimacy (such as unnecessary touching, patting or pinching or brushing against another employee's body);
- ii. Requests for sexual favours
- iii. Gestures
- iv. Spoken words (such as propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that this is unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendoes or lewd comments)
- v. The production, display or circulation of inappropriate written words, pictures or other material (for e.g. videos, etc.)
- vi. Any conduct that is degrading, derogatory or intimidatory towards another employee because of his/her gender

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of sexual harassment.

You are reminded that the use of email to circulate jokes, pictures, and so on, can constitute sexual harassment and are reminded that the Company may occasionally monitor emails in accordance with the Company's Communications Policy.

F) COMPLAINING ABOUT PERSONAL OR SEXUAL HARASSMENT

1) Informal complaint

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be person responsible for investigating the matter if it becomes a formal complaint.

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

a. Formal complaint

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

- i. the name of the alleged harasser
- ii. the nature of the alleged harassment
- iii. the dates and times when the alleged harassment occurred
- iv. the names of any witnesses
- v. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. We are committed to providing a full and fair investigation, which gives due sensitivity and respect to the rights of both the complainant and the alleged harasser. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with this procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

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

G) COMPLAINING ABOUT SEXUAL HARASSMENT

The Procedure, detailed above, should be initiated if you believe that you are being sexually harassed by any of the following:

- a fellow employee;
- a supervisor;
- customers; or
- anybody else whom you regularly come into contact with as a result of your employment, for e.g. Company suppliers

You are encouraged to report all behaviour that you are uncomfortable with and which you feel could be sexual harassment. Each report will be investigated in accordance with this policy.

All complaints will be kept confidential as far as possible; however on receipt of a formal complaint in order to investigate the matter thoroughly the alleged harasser will be made aware of any such complaint. You will not be penalised or victimised in any way as a result of making a complaint unless following investigation it becomes clear that the complaint is malicious or vexatious by its nature.

H) GENERAL NOTES

- 1) If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using our disciplinary appeal procedure.
 - a. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
 - b. Similarly, if an employee supports a colleague in bringing a complaint of harassment or if an employee gives evidence in respect of such a complaint of harassment then that employee will not be victimised for doing so. However, where it is concluded that an employee supported a colleague's harassment claim which they knew to be false or malicious, or if the supporting employee deliberately gave factually

inaccurate evidence to substantiate a colleague's harassment claim, then disciplinary action may be taken against that supporting employee, up to and including dismissal.

- c. Every effort shall be made to carry out and complete the investigation as quickly and efficiently as possible, having due regard for all circumstances.
- d. We reserve the right to allow third parties to chair any formal meeting. You agree to permit us to share any relevant special categories of data where it is necessary for the purposes of that hearing.

I) DIGNITY AT WORK CHARTER/BULLYING

We at Cork Scaffolding CSC Ltd. commit ourselves to working together to maintain a workplace environment that encourages and supports the right to dignity at work. All who work here are expected to respect the right of each individual to dignity in their working life. All will be treated equally and respected for their individuality and diversity. Bullying in any form is not accepted by us and will not be tolerated. All individuals whether employed by us or contracted by us have a duty and a responsibility to uphold this dignity at work charter.

Bullying Prevention Policy

A) PURPOSE

As part of our commitment to the fairness, dignity and respect of each employee, any form of bullying will not be tolerated by this Company. The aim of this Policy is to indicate what constitutes bullying and what action the Company will take if it becomes necessary to deal with an offence of this nature.

B) SCOPE

This Policy is applicable to all employees (temporary and permanent) irrespective of length of service and includes clients and service personnel both inside and outside the work environment.

C) POLICY

The Company acknowledges the right of all employees to a workplace and environment free from any form of bullying. Every member of staff has an obligation to be aware of the effects of their own behaviour on others.

Any instances of bullying will be dealt with in an effective and efficient manner. In cases where the behaviour is proved to be repeated and consistent, causing unnecessary stress and anxiety, this will be considered gross misconduct. The Company reserves the right to use the disciplinary procedure up to and including summary dismissal.

As part of this Company's code of conduct, it is imperative that all staff and suppliers respect the dignity of every colleague. Please consider the multi-cultural beliefs of all of your colleagues regarding your code of conduct, with particular reference to remarks, dress code, posters, e-mails and anything which may cause offence on the grounds of a person's gender, civil status, race, religion, family status, age, sexual orientation or disability or to a member of the traveller community.

D) DEFINITION

The Code of Practice on Addressing Bullying in the Workplace defines bullying as:

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

The following are examples of the types of behaviour that may be considered as bullying and are prohibited by the Company:

- a) Purposely undermining an individual
- b) Targeting an individual for special negative treatment
- c) The manipulation of an individual's reputation
- d) Social exclusion or isolation
- e) Intimidation, aggressive or obscene behaviour
- f) Jokes which are obviously offensive to one person
- g) Intrusion by pestering, spying and stalking

The above list is not exhaustive and only serves as a guideline to employees. Each case will be taken in isolation and dealt with in the appropriate manner. For behaviour to be considered to be bullying, it must be behaviour which can be described as outrageous, unacceptable, and exceeding all bounds tolerated by decent society.

From time to time, disciplinary and corrective action may be taken against an employee and, where such action is taken in respect of an employee in good faith, this will not be considered to be bullying behaviour. Furthermore, where actions are taken which can be justified on the basis of protecting the safety, health and welfare of employees then such actions will not be considered to be bullying behaviour.

E) PROCEDURES FOR DEALING WITH BULLYING

1) Informal Procedure

An informal approach can often resolve difficult situations with the minimum of conflict and stress for the individuals involved. This in no way diminishes the issue of the effects on the individual.

If you feel you are being bullied you should attempt to explain to the alleged bully that their behaviour is unacceptable. If you find it difficult to approach the alleged bully alone then seek help and advice from the nominated contact person. He/she will listen, be supportive and explain the various options open to you.

You may ask the contact person to assist you with raising the issue with the alleged bully. The contact person will approach the alleged bully in a confidential, non-confrontational discussion to try to resolve the matter in a low-key manner.

If you decide to bypass the informal procedure, for whatever reason, and choose to go down the formal route then this will not reflect negatively on you in any way.

a. Formal Procedure

If the informal approach is not appropriate, or if after using the informal procedure, the bullying continues, then the formal procedure will be invoked.

A formal written complaint must be given to a member of the Management team. The complaint should only contain precise details of actual incidents of bullying.

A letter will be sent to the alleged bully to inform him/her that a formal complaint has been made against them. A copy of the complaint will be given to him/her and he/she will be given the opportunity to respond to the allegations.

An initial examination will be carried out by a designated, impartial member of the Management team who will determine the appropriate course of action to be taken e.g. a mediated solution or attempt to resolve the situation informally or decide if it should be progressed to a formal investigation. If these courses of action prove to be inappropriate or inconclusive, then a formal investigation of the complaint will take place to determine the facts and credibility of the allegations.

2) Investigation

The investigation will be carried out by a designated member of the Management team or, if necessary, in the case of any possible conflict of interest, a third party. The investigation will be thorough, objective and confidential. It will be conducted with sensitivity and respect for the rights of the complainant and the alleged bully.

The designated investigator will meet with the complainant, the alleged bully and any witnesses or other relevant persons individually. The purpose of these meetings is to establish the facts about the allegations, set a timeframe, all of which will be completely confidential.

The complainant and the alleged bully have the right to be accompanied by a work colleague or employee / trade union representative.

The person investigating the complaints will make every effort to carry out and complete the investigation as quickly as possible. When the investigation is complete, a written report will be submitted to Management which will contain the findings of the investigation. Both the complainant and the alleged bully will be given the opportunity to comment on the findings of the investigation before any action is decided by Management.

Management will inform the complainant and the alleged bully, in writing, about the findings of the investigation.

b. Outcome

For behaviour to be considered to be bullying, it must be behaviour which can be described as outrageous, unacceptable, and exceeding all bounds tolerated by decent society. If it is decided that the complaint is well founded then a formal interview will be conducted with the alleged bully to determine an appropriate course of action. This may include counselling, monitoring or progressing the issue through disciplinary and grievance procedures.

In the event of the findings of the investigation concluding that the complaint was untrue and was brought with a malicious or vexation intent then disciplinary action will be taken against you up to and including dismissal.

