



# EMPLOYEE HANDBOOK

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# Handbook Updates

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# Introduction

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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

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## **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) JOB DESCRIPTION**

Where you have been provided with a job description of the position to which you have been appointed, amendments may be made to this job description from time to time in relation to our changing needs and your own ability. It may be necessary for you to perform alternative duties within the business.

## **C) INDUCTION**

At the start of your employment with us you are required to complete an induction session. During which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

## **D) 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 your Manager/ a Director. We may offer certain types of training where Company specific needs are identified.

## **E) TRAINING AGREEMENT**

The Company has a policy of encouraging its employees to undertake training in order to further their career within the Company. This may include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the Company will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

## **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.

## **H) MOBILITY**

Depending on the nature of your position, 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 sites/premises/residences of our clients/customers within reasonable travelling distance either on a temporary or permanent basis. This mobility is essential to the smooth running of our business.

# Remuneration etc.

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## **A) ADMINISTRATION**

### **1) Payment**

- a. The pay week ends on Sunday midnight. Wages are available 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 clock in and out of job using the electronic clocking system which operates from individual and manager phones. Failure to clock hours on the system can result in delayed payments.
- d. Any pay queries which you may have should be raised with the Wages Clerk.

### **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) All periods of lateness must be notified to your Manager/ a Director no later than your scheduled start time. Failure to do so may result in other arrangements being made to cover your duties and you may be sent off the premises for the remainder of the day 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, Peter O'Brien & Sons (Landscaping) 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.

If you are unable to take a rest break in your job, you must notify your Manager/ a Director in writing (within one week) that you were unable to take this break. Your Manager/ a Director 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 your Manager/ a Director 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) 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

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## 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 your Manager/ a Director 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 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 your Manager/ a Director.

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 your Manager/ a Director 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 your Manager/ a Director 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 your Manager/ a Director. Furthermore, if weather conditions improve then you are required to attend work where instructed by your Manager/ a Director.

## 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 your Manager/ a Director.



# Authorised Leave/Time Off from Work

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## A) MATERNITY/PATERNITY/ADOPTIVE/PARENT'S LEAVE

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

## B) PARENTAL LEAVE

You may be entitled to parental leave, depending on the age of your child(ren) and your length of service with us. If you wish to take parental leave, you should notify your Manager/ a Director 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 your Manager/a Director.

## D) LEAVE FOR MEDICAL CARE PURPOSES

The Company will grant unpaid leave to employees for the purposes of providing personal care or support to a person who is one of the following:

- i. a person of whom the employee is the relevant parent;
- ii. the spouse or civil partner of the employee;
- iii. the cohabitant of the employee;
- iv. a parent or grandparent of the employee;
- v. a brother or sister of the employee;
- vi. a person other than the one specified above who resides in the same household as the employee.

The individual outlined above must be in need of significant care or support for a serious medical reason.

The maximum entitlement for the leave is five days unpaid leave per year. The leave can be taken as single days but cannot be taken in a period of less than one day.

When you take or intend to take the leave, you should as soon as reasonably practicable, provide your Manager/a Director with a written request stating the dates of leave and the reason for taking or applying for the leave. Your signature must be included in the application. Upon receipt of the application, your Manager/a Director will retain the application and will provide you with written acknowledgement of receipt of the application and this must be retained by the employee. You must be prepared to provide additional information or proof to support the application for the leave.

## E) 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 your Manager/ a Director so that any entitlement can be explained to you.

## F) JURY SERVICE

If you are summoned to Jury Duty, you must inform your Manager/ a Director 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 your Manager/ a Director. 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.

#### **G) WITNESS DUTY**

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

#### **H) 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 is therefore inappropriate. In such cases you should discuss your circumstances with your Manager/ a Director and agree appropriate time off, which will normally be with pay up to a maximum of three days.

#### **I) TIME OFF IN LIEU**

Your Manager/a Director must approve any request for time off in lieu to be worked and/or when it is to be taken. Hours worked are recorded on the time clocking system, but employees are encouraged to keep their record of their hours worked. Time off in lieu must be recorded.

#### **J) 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 your Manager/ a Director and will normally be without pay.

# Domestic Violence Leave Policy

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## A) INTRODUCTION

Our company recognises the importance of supporting employees facing domestic violence issues. This policy outlines the provisions for domestic violence leave in accordance with legislation. Domestic violence and abuse is defined as: violence, or threat of violence, including sexual violence and acts of coercive control committed against an employee or a relevant person by another person. The purpose of the leave is to enable an employee who is subjected to domestic violence, or an employee supporting a 'relevant person' to do any of the following:

- a. Seek medical attention;
- b. Obtain services from a victim services organisation;
- c. Obtain psychological or other professional counselling;
- d. Relocate temporarily or permanently;
- e. Obtain an order under the Domestic Violence Act 2018;
- f. Seek advice or assistance from a legal practitioner;
- g. Seek assistance from the Garda Síochána;
- h. Seek or obtain any other relevant services.

## B) ELIGIBILITY

All employees are eligible for domestic violence leave regardless of length of service, provided they meet the criteria set out in legislation.

For the purposes of eligibility for domestic violence leave the 'other person' must:

- a. Be the spouse or civil partner of the employee or relevant person,
- b. Be the cohabitant of the employee or relevant person,
- c. Be or have been in an intimate relationship with the employee or relevant person, or
- d. Be a child of the employee or relevant person who is of full age and is not, in relation to the employee or relevant person, a dependent person.

A 'relevant person' in relation to an employee is:

- a. The spouse or civil partner of the employee,
- b. The cohabitant of the employee,
- c. A person with whom the employee is in an intimate relationship,
- d. A child of the employee who has not attained full age, or
- e. A person who, in relation to the employee, is a dependent person.

## C) ENTITLEMENT

Employees are urged to bring up any issues with the appropriate person if they think they could benefit from the Company's support under this policy. You should reach out to your Manager to discuss entitlements under the legislation. Employees are entitled to five days of paid domestic violence leave per annum, as prescribed by the legislation. This leave is separate from other types of leave and does not accumulate.

## D) APPLICATION PROCESS

Employees must notify your Manager as soon as possible if they require domestic violence leave. The notification should include the reason for the leave and an estimated duration. Although giving notice in advance of the leave is preferable, there are situations in which this may not be possible. As soon as it is reasonably possible, an employee should inform your Manager of their intention to take domestic violence leave.

## E) CONFIDENTIALITY

All information related to domestic violence leave will be treated confidentially. Only those with a legitimate need to know will be informed, and measures will be taken to protect the privacy and dignity of the employee.

There are very few situations where maintaining secrecy is impossible. These are the following:

- When a court orders it.
- When there is a legal necessity.
- When sharing the information is required to ensure the public's or employees' safety.

Under these situations, the employee will be informed why confidentiality cannot be upheld, information will only be shared with those who require it, and precautions will be taken to make sure the employee is not put in any more danger as a result of sharing it. The employee will be urged to seek assistance from a specialised domestic abuse service in any of these situations where confidentiality cannot be upheld.

## **F) MAKING A DISCLOSURE**

When an employee confides in a colleague, the colleague will ensure the disclosing employee is aware of this policy and will manage the disclosure in a discreet, nonjudgmental, and supportive manner.

Following a disclosure, the individual will:

- Pay attention;
- React with compassion and without bias.
- Motivate the employee to make independent decisions.
- Offer helpful advice as needed.

A manager's responsibility is to uphold good management practises by being alert to circumstances that can jeopardise the wellbeing of their team members. When a management is concerned about an employee's welfare, they may, when suitable:

- Consider asking open-ended questions in a private setting so that the employee can share their experience if they would like to.
- If there is a designated individual within the company, ask them for assistance or refer them to them while maintaining confidentiality.
- As soon as a disclosure is made, assist in facilitating or granting access to current resources for assistance.

## **G) SUPPORTING DOCUMENTATION**

Upon return to work, employees may be required to provide appropriate documentation, such as court orders, medical certificates, or other evidence, as outlined in the legislation.

# Holiday Entitlement & Conditions

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## **A) ANNUAL HOLIDAYS**

- 1) Your holiday year begins on 1st of January and ends on 31st of December each year.
- 2) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 3) You are required to take all of your holiday entitlement in the current holiday year. We do not give payment in lieu of holidays.
- 4) 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.
- 5) 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 signed/approved by your Manager/ a Director 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 one months' notice of your intention to take holidays and one weeks' notice is required for odd single days.
- 4) Your holidays will be paid at your normal basic pay unless otherwise specified.
- 5) You are required to reserve up to seven days annual leave entitlement to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.
- 6) Good Friday is a normal working day and needs to be booked in advance as annual leave if you require the day off.
- 7) In the event of the termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. Where an employee has provided notice to terminate their 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.
- 8) Annual leave cannot be granted in place of sick leave.

## **C) PUBLIC HOLIDAYS**

- 1) 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

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## A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity but no later than your designated start time. 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 your Manager/ a Director.
- 2) Personal contact is required at all times when contacting the Company. The sending of text messages, WhatsApp message, email or notification by social media will not be accepted as valid notification.

## 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 an agreed basis.
- 2) 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 Statutory Sick Pay (SSP) if you are absent from work due to sickness or injury provided you meet the criteria in the SSP legislation. If you wish to avail of the SSP, you must provide the Company/Organisation with a medical certificate from your doctor on the first day of absence.
- 2) The number of days per year in which you will be entitled to SSP will vary according to SSP legislation. You will receive SSP from the first day of absence if you are eligible. In order to qualify for SSP, you must have 13 weeks continuous service and provide the Manager with a medical certificate as proof of illness or injury. If you exhaust your SSP entitlements, you may qualify for Illness Benefit from the Department of Social Protection.

## D) RETURN TO WORK

- 1) You should notify your Manager/ a Director as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis or Covid-19 or viral gastroenteritis (winter vomiting bug) you must not report for work without clearance from your own doctor.
- 3) On your return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Manager/ a Director.
- 4) 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.

- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined by our Occupational Health Specialists, Health Assured Limited. 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.
- 5) 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.

# Other Benefits

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## **A) CONTRIBUTORY PENSION SCHEME**

We have a contributory pension scheme which you will be eligible to join on completion of two years' service, details of which are available separately.

## **B) EMPLOYEE ASSISTANCE PROGRAMME**

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. You can contact the Free 24-Hour Confidential Helpline on 01 800 936 710 or access the website via [healthassuredeap.com](http://healthassuredeap.com). More details of this service are available from your Manager/ a Director.



# General Terms of Employment, Information & Procedures

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## **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. A Change in Personal Details form is available 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, any personal property.

## **D) LOST PROPERTY**

Articles of lost property should be retained whilst attempts are made to discover the owner.

## **E) PARKING**

To avoid congestion, all vehicles must be parked only in the designated parking areas. 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 a Director, 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. Data collected about driving licences will be processed in line with current Data Protection legislation.

## **J) EMPLOYMENT PERMITS**

Should you require an 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 your Manager/ a Director 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 an 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.

If this occurs then 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 record (both audio and visual) 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 record meetings extends to any formal meetings conducted by a third party. A copy of any such 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

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## 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 the Company 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 our Company is 66. It is our policy for employees to retire at the end of the week in which the applicable retirement date falls.

## C) OBJECTIVE JUSTIFICATION

The Company 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:

1. encouraging recruitment;
2. sharing employment between the generations;
3. establishing a balanced age structure within a particular employment;
4. workforce planning;
5. avoiding disputes concerning employees' fitness to work;
6. the protection of health and safety;
7. promoting the access of young people to professions; and
8. 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 State Pension Age. The employee will then be invited to a meeting to discuss their retirement date in more detail with your Manager/ a Director. The meeting will focus on addressing the following;

1. Clear understanding of the retirement date and any possible issues arising;
2. 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;
3. Transitional arrangements in regard to the particular post; and
4. Assistance around guidance and information.

## E) REQUESTS TO WORK LONGER

The Company 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 the Company 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 your Manager/ a Director, 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 Company 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

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## **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 your Company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. 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) 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.

## **G) GARDEN LEAVE**

In the event of circumstances prevailing, a period of 'garden leave' may be granted to ensure fairness to both employer and employee once either side has given notice of termination.

You may not be required to carry out your normal duties during the remaining period of your employment; however, you may still be available for answering queries.

You must not, without the prior written permission of the Company, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Company or any associated Company or any employee of the Company or any associated Company.

## **NB.**

During any period of garden leave you will continue to receive your full pay and any other contractual benefits.

# Safeguards

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## 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.
- 2) The Company will ensure an appropriate person carries out any such search, and an employee's personal dignity will be maintained at all times.
- 3) 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.
- 4) Any lack of co-operation with such a request may result in disciplinary action.
- 5) We reserve the right to call in the Gardaí at any stage.

## B) CONFIDENTIALITY

### All information that:

- a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
- b. relates particularly to our business, clients or that of other persons or bodies with whom we have dealings of any sort, and
- c. 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.

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.

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) COMPANY & 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 period of employment, the employee shall not (except with authorisation of the Company or as a representative of the Company) disclose the Company's business activities, prospects, suppliers, and staff which is confidential to any persons how so ever without the direct permission of the Managing Director of the Company. Company information relating to its business activities, products/service range, research and development and client base is confidential and proprietary. The Company restricts disclosure of such information and requires similar restrictions on the part of the employee. The employee acknowledges the confidential and proprietary nature of such information. The employee also agrees not to disclose such information or any part to any other person, firm or corporation and for any purpose.

All documents, drawings sketches, designs and tangible items furnished by or created shall remain the property of the Company and should be returned promptly upon its request, together with all copies.

On termination of employment with the Company, all such materials must be returned before employment has ceased.

## **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) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:-

1. in the course of your normal duties under such circumstances that an invention or discovery might reasonably be expected to result from those duties;
2. outside the course of your normal duties, but during duties specifically assigned to you, when an invention or discovery might reasonably be expected to result from these;
3. during the course of any of your duties and at the time you had a special obligation to further our interests arising from the nature of those duties and your particular responsibilities.

## **G) 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
- Conflict of interest
- Confidentiality

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request based on the above grounds. 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.

## **H) GIFTS**

You are not permitted to accept any excessive gifts (including monetary gifts) from clients/suppliers or other third parties connected with the business or anyone or organisation soliciting for business.

## **I) DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Legislation 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.

#### **J) CLOSED CIRCUIT TELEVISION**

Closed circuit television (CCTV) cameras are used on our premises and our clients' 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.

#### **K) AUTHORISED ACCESS**

You must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys/fobs and any security measures such as alarm codes must be kept safe at all times. You must not give the keys/fobs or alarm code to any third party unless authorisation is obtained from your Manager/ a Director. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.



# Making a Protected Disclosure - Whistleblowing

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## A) INTRODUCTION

Our Organisation is determined to ensure that employees, **contractors, agency staff, trainees, temporary employees, volunteers, board members, job applicants, shareholders and former employees** are knowledgeable of their rights and responsibilities in relation to disclosures.

In line with legislation, all employees, **contractors, agency staff, trainees, temporary employees, volunteers, board members, job applicants, shareholders and former 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:

- a. that an offence has been, is being or is likely to be committed;
- b. 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;
- c. that a miscarriage of justice has occurred, is occurring or is likely to occur;
- d. that the health or safety of any individual has been, is being or is likely to be endangered;
- e. that the environment has been, is being or is likely to be damaged;
- f. 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;
- g. that an act or omission by or on behalf of a public body is oppressive;
- h. breaches of certain EU law occurred; and**
- i. 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:

- 1) that the disclosure relates to a relevant wrongdoing as defined in B) above.
- 2) 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 your Manager/a Director **who will acknowledge all reports received in writing within seven days. The matter will be treated** 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.

Any individual as mentioned above may make an external Protected Disclosure to a regulator known as a “prescribed person”. The prescribed person must be a nominated person or body as specified by the Protected Disclosures (Amendment) Act 2022. A list of suitable prescribed persons can be found on [S.I. No. 367/2020 - Protected Disclosures Act 2014 \(Disclosure to Prescribed Persons\) Order 2020 \(irishstatutebook.ie\)](#). An employee may bypass the above methods and report any concern directly to the Protected Disclosures Commissioner who will refer the report to a suitable regulator.

#### **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

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**NB: Please refer to GDPR documentation at the end of this document for further information in relation data usage and to the use of computer equipment for additional policy information.**

## **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.

### **2) 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.

### **3) 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.

### **4) Procedures - Authorised Use**

- a. Unauthorised or inappropriate use of the E-Mail system may result in disciplinary action which could include summary dismissal.
- b. 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:
  1. all E-mail messages comply with Company communication standards.
  2. E-Mail messages and copies should only be sent to those for whom they are particularly relevant.
  3. 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.
  4. 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.

5. offers or contracts transmitted by E-Mail are as legally binding on the Company as those sent on paper.
- C. 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 other third parties outside your working hours must not make reference to the Company or discuss business related to the Peter O'Brien & Sons (Landscaping) 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.

#### 5) 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:

- a. Unauthorised software including public domain software Internet downloads must not be used.
- b. 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 a Director.

### **D) USE OF SOCIAL NETWORKING SITES**

Any work-related issue or material that could identify an individual who is a client or work colleague, which could adversely affect the Company, a client, or our relationship with any 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 any mobile device.

## **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:

- 1) 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.
- 2) Only authorised staff should have access to the Company's computer equipment.
- 3) Only authorised software may be used on any of the Company's computer equipment.
- 4) Only software that is used for business applications may be used.
- 5) No software may be brought onto or taken from the Company's premises without prior authorisation.
- 6) Unauthorised access to the computer facility will result in disciplinary action.
- 7) 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 us 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 these, if you wish (with permission), to promote any particular item of interest to other employees. The Company will ensure at all times that its obligations under Data Protection legislation are met.

## **J) PRIVATE MAIL**

Private mail 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**

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.

## **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 number 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

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## A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
- 2) 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:
  - a. Handle machines, equipment and stock with care.
  - b. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
  - c. Ask for other work if your job has come to a standstill.
  - d. Start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
  - a. 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.
  - b. 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.
  - c. 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.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.
- 5) 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 and/or personal protective equipment (PPE) is provided, it must be worn at all times whilst at work and laundered on a regular basis. Where a uniform and/or PPE is not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

## 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 your Manager/ a Director. You must return Company tools/equipment upon termination of employment by either party.

Failure to return tools/equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools/equipment being made from monies due to you. This is an express written term of your contract of employment.

## **F) COMPLAINTS PROCEDURE**

From time-to-time clients/clients will make a complaint (whether verbal or written) to you about the business or its employees. It is your responsibility to inform your Manager/a Director immediately of the complaint you have just received. A record of the complaint should be kept irrespective of how small the complaint is. On receipt of the complaint, the main priority is to deal with the complaint promptly and to the client's/client's satisfaction as far as possible.

## **G) 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 the Company, nor will the Peter O'Brien & Sons (Landscaping) Ltd. 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.

## **H) 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.
2. 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.
3. Any involvement in activities which could be construed as being in competition with us is not allowed.
4. All reasonable instructions are to be carried out.

#### **I) 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.

# Green Office Policy & Procedures

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## A) STATEMENT OF POLICY

We at Peter O'Brien & Sons (Landscaping) Ltd. strive to promote good practice in all our work. Whilst we do not have an environmental remit, we recognise that we have environmental responsibilities and therefore operate our office, as far as practicable, in a way that conserves the natural environment.

## B) PROCEDURES

### General Principles

The purpose of this internal document is to provide guidance to all those who work at Peter O'Brien & Sons (Landscaping) Ltd. whether on a voluntary or paid basis on how to minimise the organisation's impact on the natural environment.

### Measures

These procedures list the measures which must be taken in order to fulfil the policy.

## C) CONSUMPTION: USE LESS

### Lighting

Switch off lights if the office is unoccupied or when natural light is showing. Wherever possible, use energy efficient light bulbs.

### Temperature

Only switch heaters on if the office is cold and occupied. Only use electric fans if the room temperature cannot be lowered by opening windows and closing blinds.

### Electrical Equipment

Switch off electrical equipment when not in use.

### Water

Minimise the amount of water used to clean the office.

## D) WASTE: MINIMISE AND RECYCLE

### Stationery

Reduce stationery wherever possible. Remove reusable items or parts before disposing of any waste.

### Recycling

Use recyclable goods in preference to disposable alternatives. Recycle paper, metal, glass, plastics, organics and any other goods, if there are feasible collections or disposal points.

# Safety, Welfare and Hygiene

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## 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.
- 2) You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.
- 3) 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.
- 4) You should report and record all accidents and incidents at work, no matter how minor.
- 5) 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.
- 6) 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.
- 7) 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 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.
- 2) 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.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## F) CLIENTS PREMISES

Whilst visiting or working at any of our client's 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)

- 1) absenteeism (e.g., unauthorised absence, lateness, excessive levels of sickness, etc.)
- 2) higher accident levels (e.g., at work, elsewhere, driving to and from work)
- 3) 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 legislation.

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 your Manager/ a Director.

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

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## 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/ a Director 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 your Manager/ a Director 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 your Manager/ a Director.

## 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/ a Director 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/ a Director 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) EMPLOYEE ASSISTANCE PROGRAMME**

We would like to remind employees that, if they have any worries or concerns about any aspect of the current situation, they have access to a confidential 24-hour telephone counselling service on 01 800 936 711 or access the website via [healthassured.eap.com](http://healthassured.eap.com).

## **N) UNDERLYING CONDITIONS/AT RISK STAFF**

If you fall under one of the “at risk” categories, you should make this known to your Manager/ a Director 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).

# Remote Working Policy

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## A) INTRODUCTION

The Company believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best and utilising all the talent and experience available.

The Company recognises the importance of helping its employees maintain a good work and home life balance and in turn recognises that staffing levels must at all times remain in line with the demands of the business.

The onset of the Covid-19 pandemic and the sudden need for social distancing has meant that the Company has had to very quickly adapt to changes in the working arrangements of our employees, challenging what have previously been considered as 'normal' ways of working and requiring us to adopt a different approach to people management.

Remote working is a working style that allows employees to work outside of a traditional office environment. The purpose of this document is to reiterate Company expectations and our duty of care for remote workers in relation to our Company Policies and Procedures and health and safety. Employees assigned to remote working either as part of their role, or as part of a business continuity plan are all responsible for following the guidance stipulated within this policy, which forms part of the terms of our Employee Handbook.

## B) WHO SHOULD WORK REMOTELY?

Remote working forms part of the standard operational model for the Company and is typically available for administration roles and anyone who has the equipment and approval for flexible working as part of their day-to-day role.

In addition, there may be cases where special or unforeseen circumstances arise, which could impact normal business operations, which would mean that remote working becomes temporarily available on a larger scale, in order to keep certain business functions running. Non-exhaustive examples of this include: a fire, a national emergency or a pandemic. Ultimately, it is for the business to decide who should work remotely and when it is appropriate to do so. Remote working may not be suitable for every job role.

The Company aims to facilitate those employees whose role enables them to work from home. We recognise that this may not be possible for all roles and will ensure that those employees attending the workplace can do so in the safest way possible. We will always ensure that employees are kept motivated and engaged whilst working remotely or within a hub.

This policy statement aims to set out the ways in which the Company can increase staff motivation, build and maintain good relationships between the Company and its employees, increase the rate of retention of staff, reduce absence, attract new talent and promote work-life balance, and in doing so improve the Company's efficiency, productivity and competitiveness.

## C) OBLIGATIONS

Currently remote working is a temporary arrangement between the Company and employees to allow employees to work from a non-office environment, as per government guidelines and it is expected during remote working that employees will follow all government and medical guidance on isolation, social distancing and other prevention measures. In these circumstances remote working is not deemed to be a change in contractual terms.

Pay and benefits are not altered by virtue of remote working.

Employees are responsible for checking with their house insurance provider to ensure that home working is covered by their insurance policy.

Employees, working remotely, must ensure at all times that they comply with all Company policies and procedures as detailed in this handbook and in particular all requirements in relation to working time records and methods as detailed within the Remuneration section of this handbook.



While working remotely, all employees must:

- Dedicate their full attention to their duties during their periods of work.
- Maintain the required standard of performance.
- Work in a safe manner.

#### **D) COMMUNICATION**

We understand that communicating with our employees who work remotely is essential in order to sustain levels of employee engagement. We acknowledge that it is critical not only to maintain communication with employees but also to increase the frequency and depth of that communication to ensure that we are able to disseminate critical information to employees, provide direction to ensure business continuity, to understand employees needs and to provide relevant support/training as required.

In order to achieve this, we will endeavour to:

- Be consistent with the technology you use and will provide access to appropriate communication platforms.
- Outline ways of working to ensure that each employee is clear about how they will work as a team remotely, how to keep each other updated and how frequently.
- Ensure there is clarity about priorities and objectives and mutual expectations.
- Ensure that employees and teams will have the support and equipment they need and will provide coaching on the use of same where required.
- Ensure that meetings are conducted as we believe this maintains a sense of structure and continuity for all.
- Provide, and/or organise, guidance on tools and systems to help employees.
- Be clear about how the performance of employees will be measured.
- Share information and encourage employees/teams to do the same on both a business and social level.

Effective communication can further be delivered where employees play their part, as we play ours:

- Have an internet connection that is adequate to enable them to do their job.
- Access and use all relevant systems and tools appropriately and to ask for assistance where they cannot.
- Stay in touch with management and colleagues on a regular basis.

#### **E) REMOTE ACCESS AND EQUIPMENT**

The Company recognise their responsibility to provide the correct equipment for employees to complete their job effectively and safely. This equipment can include, but is not limited to computers, tablets, monitors, removable hard drives and mobile phones.

Sometimes, in special circumstances, it may not be possible or plausible to provide equipment for everyone required to work remotely, and the provision of equipment will be dependent on the situation, job role and resources available.

We will provide access to the Company network and Company-required software for employees who are either working on Company laptops or their own equipment. Equipment and systems that we provide are Company property. Employees must keep them safe and avoid any misuse.

Any use of personal equipment must be performed in accordance with appropriate safeguards and all group policies on Data/Cyber Security as well as relevant Health and Safety advice. These requirements still apply whether an employee is working onsite or remotely, or by the means of a business or personal device.

Elements of health and safety to be mindful of when working remotely include:

- Taking care to secure trailing computer cables to avoid any trip hazards

- Keeping your workstation clear of any liquids or hazardous items which could compromise your work equipment and your physical safety
- Sitting close to a window where possible so a source of natural light and air is available to you
- Always take care to source practical furniture and seating equipment so that it is of a comfortable height and position, or adjustable where possible
- Ensure that the lighting and temperature of your remote workstation is suitable
- Take care to check electrical equipment is not in disrepair, for example, broken plug sockets and frayed cables
- Ensure laptops and monitors are switched off at the end of the working day
- Take breaks when needed and hydrate regularly
- Seek to keep communication channels with management and colleagues transparent and open in case any issues arise

All employees are responsible for reporting health and safety concerns whether they are in the office or working remotely. If you have any health and safety issues or concerns, please refer these to Management.

## **F) STAYING SAFE ONLINE**

Phishing attacks still pose the largest risk from a cyber security perspective. Therefore, we recommend employees maintain and adopt a mindset of 'Think Before You Click' when working remotely. This could help prevent system attacks from a potentially malicious link or infected attachment. Keeping a healthy suspicion of all e-mails, even if seemingly trustworthy, will help to combat and stop cyber-crime in its tracks.

Social engineering is a regular method used by cyber criminals, who could try to pose as your Manager, a Company Director, client, third party company or your colleague. Like any business, we regularly receive e-mails which pose as something they are not, with an agenda to try and attain vital pieces of data which could financially benefit organised crime groups. A successful cyber-attack can lead to an account being compromised, a major data breach or a ransomware outbreak which can devastate the network.

Points to remember to help mitigate the risks of Cyber-Crime:

- Never enter your username and password into a website or document unless you are certain that it is safe to do so
- Some phishing emails and spam will occasionally pass through undetected, so be careful to check who you are emailing is genuine
- Please avoid any personal and general browsing on corporate equipment because some websites are malicious and can infect your computer
- Take care to only go to trusted sites and be on your guard against online and financial fraud
- Try to avoid using unsecure or public WIFI networks when completing work tasks where possible as these connections are more vulnerable to cyber criminals
- Set a secure password on your home WIFI to ensure other people can't be hosted on the network

All employees are responsible for reporting cyber security concerns whether they are based in the office or based remotely to Management.

## **G) CONFIDENTIALITY**

Data privacy and confidentiality are essential components to effective remote working.

Your working environment and working practices are subject to the same working standards that are applied to the Company's offices regarding confidentiality, access to Company documents and health and safety. Employees are required to ensure that all sensitive and confidential information in electronic format is not duplicated unnecessarily onto devices and hardware. Regularly reviewing the saved files and data saved to your hardware will help you to adhere to the GDPR principle of data minimisation.

If on any occasion, Company documents are used in the course of working at home, precautions must be taken to ensure third parties (including members of your family, visitors or other persons visiting or residing on your home) do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they must be kept locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.

- 1) All Company business information is regarded as confidential. Customer/client and staff information held or known by yourself is subject to the provisions of the General Data Protection Regulation and Data Protection Legislation. Therefore, you must take steps to protect Company records at all times against loss, unauthorised access, alteration or destruction.
- 2) You are required to take special care to secure all records and to prevent unauthorised disclosure of any Company or other business information. Customer or customer contact information is particularly sensitive as customers have a legal right to expect personal information held about them to be held in utmost confidence. On behalf of the Company, it is your legal obligation to ensure these rights are protected.
- 3) Precautions must be taken to ensure third parties, including members of your family, visitors or other persons visiting or residing in your home do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they should be locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.
- 4) If you have any reason to believe that Company information is lost, altered or has been accessed by any unauthorised person, you must report this to Management without delay.
- 5) Use of any computer equipment owned by the Company and its software is limited to yourself alone and to business applications. Peripheral equipment such as printer and modem may not be connected to any of the Company's computers other than those issued to you by the Company. Information personal to you should not be stored on the computer.

## **H) HEALTH & WELLBEING**

The Company retains its responsibility for the health and welfare of those employees working remotely. However, employees also have a responsibility to take reasonable care to protect the health and safety of themselves, colleagues/clients, not to engage in improper behaviour and not to be under the influence of drink or drugs at work.

At all times employees must:

- Comply with our normal working time policy and time recording requirements as detailed in the Remuneration section of the employee handbook.
- Have a safe place to work, and work in a safe manner. You may be required to complete a home working assessment form.
- Stay in touch with their Manager and colleagues to provide engagement on both a business and social level.
- Take regular breaks and build exercise into their daily routine.

Employees working in an office-based hub environment must ensure that they read, understand, adhere to, and keep themselves updated on all operational requirements including health & safety in respect of the hub in which they are working.

It is important that you constantly consider your physical and emotional wellbeing while working remotely. If you are experiencing any issues, inform Management as soon as possible and remember that if you have any worries or concerns about any aspect of your current situation, you have access to a confidential 24 hour telephone counselling service on 1800 936 711 or access the website via [www.healthassuredeap.com](http://www.healthassuredeap.com).

## **I) HARASSMENT/BULLYING**

We operate a zero-tolerance policy to all forms of harassment and bullying in the workplace and this applies equally to those employees working remotely or within a hub. We will not tolerate any unacceptable behaviour to colleagues, clients, suppliers, members of the public etc. Any complaints of this nature will be investigated in line with our usual policies and may result in disciplinary action, up to and including dismissal.

## **J) CONCLUSION**

The rights and expectations for employers and employees remain the same whether you are working in the office, in a hub or remotely. Employees are expected to perform their work and meet targets no matter their working location. Employees have a right to rest breaks as per contractual allowances and are encouraged to seek clear guidance from Management on this, as well as other resourcing queries which may fall under the scope of working from home, for example, stationery or expenses.

# Rules for the Use of Company Vehicles

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## **A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES**

- 1) You must be in possession of a current driving licence and have a Director's authority to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny by a Director prior to driving any of our vehicles. It is your responsibility to provide us with copies of renewed licences.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
- 4) 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 a Director 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.
- 2) 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.
- 2) 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. You must ensure that you complete your Driver Checklist on a daily basis and submit this to the office.
- 2) 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.

## **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 pay.

## **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.
- 2) 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.
- 3) 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.
- 2) Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
- 3) 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:
  - a. the name and address of the other driver and the name and address of his/her insurers

- b. the names and addresses of all passengers in both our vehicle and the other vehicle
  - c. 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
  - d. particulars of the Garda attending i.e., name, number and division.
- 2) 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.
  - 3) 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.
  - 4) 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.
  - 5) 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.
  - 6) 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 a Director.

#### **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.
- 2) 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.
- 3) The Company reserves to 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.
- 2) 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 and 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) 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.

#### **Q) GPS TRACKERS**

All Company vehicles may be inserted with GPS tracking devices. The Company will be monitoring information collected from the GPS devices and we reserve the right to use any evidence obtained in any disciplinary issue. Any tampering/deliberate vandalism/modification of any kind of our tracker devices is a serious offence and will be dealt with through the disciplinary process.

#### **R) TACHOGRAPHS**

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



# Capability & Competence

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## 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) If such improvement is not forthcoming after an agreed period of time, you will be dismissed.
- 6) 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.
- 7) 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.
- 2) 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

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## A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) 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.
- 3) 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.
- 4) The following rules and procedures should ensure that:
  - a. the correct procedure is used when inviting you to a disciplinary hearing;
  - b. you are fully aware of the correct procedure, the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d. 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, an agreed external 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;
  - e. 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;
  - f. other than for an "off the record" informal discussion, 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;
  - g. 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);
  - h. 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
  - i. 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;
- b) persistent absenteeism and/or lateness;
- c) unsatisfactory standards or output of work; and
- d) 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;
- b) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- c) failure to carry out all reasonable instructions or follow our rules and procedures;
- d) unauthorised use of Company E-mail and Internet facilities;
- e) failure to report immediately any damage to property or premises caused by you;
- f) failure to comply with normal safety procedures;
- g) breach of drivers rules and procedures; and
- h) 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;
- b. dangerous behaviour, fighting or physical assault;
- c. incapacity at work or poor performance caused by intoxicants, drugs, prescribed drugs and over the counter medication;
- d. 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.
- e. 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.

- f. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
- g. undertaking private work on the premises and/or in working hours without express permission;
- h. working in competition with us;
- i. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- j. theft or unauthorised possession of money or property, irrespective of value, whether belonging to us, another employee, or a third party;
- k. destruction/sabotage of our property, any property on the premises;
- l. serious breaches of health and safety rules that endanger the lives of employees or any other person;
- m. interference with or misuse of any equipment for use at work that may cause harm;
- n. gross insubordination and/or continuing refusal to carry out legitimate instructions;
- o. abuse of the personal harassment policy;
- p. smoking in breach of Company policy/designated non-smoking areas;
- q. unauthorised consumption of alcohol on the premises;
- r. Any action, inaction or wrongdoing committed by you during the course of your employment that would result in a financial loss to the Company;
- s. 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;
- t. Deliberately bringing a complaint against a fellow employee that you know to be false or malicious;
- u. use of our vehicles whilst intoxicated;
- v. 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;
- w. serious breach of driver's rules and procedures;
- x. if your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction;
- y. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- z. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- aa. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

## F) DISCIPLINARY PROCEDURE

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			

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.

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.

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.

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	Manager/Director/Nominated Person
Written Warning	Manager/Director/Nominated Person
Final Written Warning	Manager/Director/Nominated Person
Dismissal	Manager/Director/Nominated Person

## 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 employee’s 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.
- 2) 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.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

# Disciplinary Appeal Procedure

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- 1) The disciplinary rules and procedures, which form part of your terms and conditions of employment, incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.
- 2) 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 with 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) The person conducting the appeal reserves the right to uphold, overturn or vary the disciplinary sanction imposed on review of the original decision. Should a decision be made to increase the level of sanction to a higher sanction, a further right of appeal will be granted. Please note, a further right of appeal will only be granted when the level of warning is increased to a higher sanction.
- 7) 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.
- 8) 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

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- 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.
- 2) 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.
- 3) 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:
  - a. first raise the matter with the person specified in your Statement of Main Terms of Employment (Form SMT) either verbally or in writing. 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 with 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.
  - b. 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.
- 4) If the problem has not been resolved within ten working days you should agree a further time at which the matter will be discussed with a view to resolution. A decision reached at this meeting is final.



# Redundancy Procedure

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- 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:
  - a. reduce overtime to a workable minimum; and
  - b. investigate measures, such as short-time working, reduced working week and/or lay off (without pay), as a means of avoiding redundancies.
- 2) 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

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## 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.
- 2) 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.
- 3) 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.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) 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.
- 6) 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.
- 2) 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.
- 3) 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.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) 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.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) 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.
- 11) 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.
- 2) All promotion will be in line with this policy.

# Personal Harassment Policy & Procedures

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## 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 2) 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.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.
- 4) If you are experiencing difficulties in accessing or understanding our documentation in its current format, please speak to your Manager/ a Director.

## 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:

- a. insensitive jokes and pranks
- b. lewd or abusive comments about appearance
- c. deliberate exclusion from conversations

- d. displaying abusive or offensive writing or material
- e. unwelcome touching
- f. abusive, threatening or insulting words or behaviour
- g. 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.
- 2) Sexual harassment can be persistent unwanted attention which continues after the person receiving it makes it clear that they want it to stop.
- 3) 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:

- a. Acts of physical intimacy (such as unnecessary touching, patting or pinching or brushing against another employee's body):
- b. Requests for sexual favours
- c. Gestures
- d. Spoken words (such as propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that this is unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendoes or lewd comments)
- e. The production, display or circulation of inappropriate written words, pictures or other material (for e.g., videos, etc.)
- f. 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 Digital & Media 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.

## **2. Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your Manager/ a Director 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:

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

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. 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.
- 2) 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.

- 3) 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.
- 4) Every effort shall be made to carry out and complete the investigation as quickly and efficiently as possible, having due regard for all circumstances.
- 5) 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 Peter O'Brien & Sons (Landscaping) 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 & Resolution

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## A) PURPOSE

We are dedicated to ensuring an atmosphere of respect, collaboration, openness, safety and equality in the workplace. 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 the protection extends to:

- bullying at work by management, fellow employees, subordinates, clients, customers and other business contacts; and
- beyond the place of work to off-site and to work-related social events.

## 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. All complaints of bullying will be taken seriously and will be followed through to resolution and employees who make a complaint will not be penalised. Any complaints of bullying will be dealt with in an effective and efficient manner.

In cases where the behaviour is established on the balance of probabilities to be repeated and consistent, causing unnecessary stress and anxiety, this may be considered gross misconduct. The Company reserves the right to use the disciplinary procedure up to and including summary dismissal. Equally, if it is found that there are facts which evidence a vexatious complaint, this may also be dealt with through the disciplinary procedure.

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 your colleagues regarding your code of conduct, with particular reference to remarks, dress code, posters, e-mails and anything which may cause offence.

## D) DEFINITION

The Code of Practice for Employers and Employees on the Prevention and Resolution of Bullying at Work 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 once off incident, 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) Exclusion with negative consequences
- b) Verbal abuse/insults
- c) Being treated less favourably than colleagues in similar roles
- d) Belittling a person's opinion
- e) Disseminating malicious rumours, gossip or innuendo
- f) Socially excluding or isolating a person within the work sphere
- g) Intrusion - pestering, spying or stalking
- h) Intimidation/aggressive interactions
- i) Excessive monitoring of work
- j) Withholding information necessary for proper performance of a person's job
- k) Repeatedly manipulating a person's job content and targets
- l) Blaming a person for things beyond their control
- m) Use of aggressive and obscene language



n) Other menacing behaviour

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 and may effectively address the unwanted behaviour without recourse to any other action. This in no way diminishes the issue of the effects on the individual.

If you feel you have been subjected to behaviour that may be deemed bullying, you should attempt to explain to the alleged perpetrator(s) that their behaviour is unacceptable. If you find it difficult to approach the alleged perpetrator(s) alone then you may seek help and advice from an appropriate person (e.g. a fellow employee, a manager, etc.). Such a person may be able to assist you with raising the issue with the alleged perpetrator(s) in a confidential, non-confrontational discussion to try to resolve the matter in a low-key manner.

### **2) Secondary Informal Procedure**

If the above informal procedure is unsuccessful or if it is deemed inappropriate for the seriousness of the issues, this extended, yet still informal procedure can be put in place. Complaints at this stage of the procedure may be verbal or written. However, if verbal, a written note of what is complained of will be taken by a nominated person and a copy given to you.

If the complaint concerns alleged bullying as defined above, and includes concrete examples of inappropriate behaviour, the person complained against will be presented with the complaint and their response established.

Thereafter, a method will be agreed to progress the issue to resolution so that both parties can return to a harmonious working environment without bullying being a factor.

### **3) Formal Procedure**

It is good practice that all informal resolution avenues (as set out above) are contemplated and where appropriate, exhausted before a formal process is invoked.

A formal written complaint must be given to your Manager or a member of the Management team. The complaint should contain precise details of actual incidents of bullying, including the dates, and names of witnesses, where possible.

A letter will be sent to the person complained against as notification that a formal complaint has been made against them. A copy of the complaint will be given, and the individual will be given the opportunity to respond to the allegations.

Statements from all parties, including witnesses, will be obtained and recorded in writing. All parties to the process have a responsibility to participate without undue delay in any investigation initiated in response to an allegation of bullying. Confidentiality of the process will be emphasised to all concerned.

An 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, an impartial third party. In either case, the person nominated will have had appropriate training and be familiar with the procedures involved. The investigation will be conducted thoroughly, objectively, with sensitivity, utmost confidentiality, and with due respect for the rights of both the complainant and the person complained of.

The objective of an investigation is to ascertain whether the alleged behaviours come within the description of workplace bullying. The designated investigator will meet with the complainant, the person the allegations are against, 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. The investigation will consider all material and evidence before it and a decision will be made on balance of probabilities, as to whether the complaint is valid.

If the investigator concludes that the accused employee has a case to answer on the balance of probability, then the investigator may recommend an appropriate course of action, to include whether or not the employer should invoke the disciplinary procedure. Management will inform the complainant and the alleged perpetrator, in writing, about the findings of the investigation.

## **F) APPEALS**

If you either the complainant or the person complained against wish to appeal the outcome, you should apply, in writing, to a member of the Management team, within five days, or nominated person if deemed more appropriate. Should it be deemed necessary to engage an external person to hear an appeal, all such hearings carried out will be in accordance with 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.

The outcome of the appeal shall be final.

# Employee Privacy Notice

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In accordance with the General Data Protection Regulation (GDPR), we have implemented this privacy notice to inform you, our employees, of the types of data we process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data.

This notice applies to current and former employees, workers and contractors.

## A) DATA PROTECTION PRINCIPLES

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

- a) processing is fair, lawful and transparent
- b) data is collected for specific, explicit, and legitimate purposes
- c) data collected is adequate, relevant and limited to what is necessary for the purposes of processing
- d) data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
- e) data is not kept for longer than is necessary for its given purpose
- f) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures
- g) we comply with the relevant GDPR procedures for international transferring of personal data

## B) TYPES OF DATA HELD

We keep several categories of personal data on our employees in order to carry out effective and efficient processes. We keep this data in a personnel file relating to each employee and we also hold the data within our computer systems, for example, our holiday booking system.

Specifically, we hold the following types of data:

- a) personal details such as name, address, phone numbers
- b) name and contact details of your next of kin
- c) your photograph
- d) your gender, information of any disability you have or other medical information
- e) right to work documentation
- f) information gathered via the recruitment process such as that entered into a CV or included in a CV cover letter
- g) references from former employers
- h) details on your education and employment history etc
- i) PPS number
- j) bank account details
- k) tax codes
- l) driving licence
- m) criminal convictions
- n) information relating to your employment with us, including:
  - i) job title and job descriptions
  - ii) your salary
  - iii) your wider terms and conditions of employment
  - iv) details of formal and informal proceedings involving you such as letters of concern, disciplinary and grievance proceedings, your annual leave records, appraisal and performance information
  - v) internal and external training modules undertaken
  - vi) information on time off from work including sickness absence, family related leave etc.
- o) CCTV footage
- p) building access card records
- q) IT equipment use including telephones and internet access.
- r) Records of training and certification, for instance Safe Pass and Manual Handling

### C) COLLECTING YOUR DATA

You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your employment.

In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references or credit reference agencies.

Personal data is kept in personnel files or within the Company's HR and IT systems.

### D) LAWFUL BASIS FOR PROCESSING

The law on data protection allows us to process your data for certain reasons only. In the main, we process your data in order to comply with a legal requirement or in order to effectively manage the employment contract we have with you, including ensuring you are paid correctly.

The information below categorises the types of data processing we undertake and the lawful basis we rely on.

Activity requiring your data	Lawful basis
Carry out the employment contract that we have entered into with you e.g. using your name, contact details, education history, information on any disciplinary, grievance procedures involving you	Performance of the contract
Ensuring you are paid	Performance of the contract
Ensuring tax and PRSI is paid	Legal obligation
Carrying out checks in relation to your right to work in the Republic of Ireland	Legal obligation
Making reasonable adjustments for disabled employees	Legal obligation
Making recruitment decisions in relation to both initial and subsequent employment e.g., promotion	Our legitimate interests
Making decisions about salary and other benefits	Our legitimate interests
Ensuring efficient administration of contractual benefits to you	Our legitimate interests
Effectively monitoring both your conduct, including timekeeping and attendance, and your performance and to undertake procedures where necessary	Our legitimate interests
Maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained,	Our legitimate interests
Implementing grievance procedures	Our legitimate interests
Assessing training needs and recording certificates	Our legitimate interests
Implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments	Our legitimate interests
Gaining expert medical opinion when making decisions about your fitness for work	Our legitimate interests

Managing statutory leave and pay systems such as maternity leave and pay etc	Our legitimate interests
Business planning and restructuring exercises	Our legitimate interests
Dealing with legal claims made against us	Our legitimate interests
Preventing fraud	Our legitimate interests
Ensuring our administrative and IT systems are secure and robust against unauthorised access	Our legitimate interests

## **E) SPECIAL CATEGORIES OF DATA**

Special categories of data are data relating to your:

- h) health

We carry out processing activities using special category data:

- a) for the purposes of equal opportunities monitoring
- b) in our sickness absence management procedures
- c) to determine reasonable adjustments

Most commonly, we will process special categories of data when the following applies:

- a) you have given explicit consent to the processing
- b) we must process the data in order to carry out our legal obligations
- c) we must process data for reasons of substantial public interest
- d) you have already made the data public.

## **F) FAILURE TO PROVIDE DATA**

Your failure to provide us with data may mean that we are unable to fulfil our requirements for entering into a contract of employment with you. This could include being unable to offer you employment or administer contractual benefits.

## **G) CRIMINAL CONVICTION DATA**

We will only collect criminal conviction data where it is appropriate given the nature of your role and where the law permits us. This data will usually be collected at the recruitment stage, however, may also be collected during your employment. We use criminal conviction data to determine your suitability, or your continued suitability for the role. We rely on the lawful basis of [insert lawful basis] to process this data.

## **H) WHO WE SHARE YOUR DATA WITH**

Employees within our company who have responsibility for recruitment, administration of payment and contractual benefits and the carrying out performance related procedures will have access to your data which is relevant to their function. All employees with such responsibility have been trained in ensuring data is processing in line with GDPR.

Data is shared with third parties for the following reasons: Employee data relating to experience and qualification is occasionally shared with clients for the purposes of pre-qualification when quotations are submitted. Training and certification data are occasionally shared with clients to allow for access to construction sites.

We may also share your data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us. We have a data processing agreement in place with such third parties to ensure data is not compromised. Third parties must implement appropriate technical and organisational measures to ensure the security of your data.

We do not share your data with bodies outside of the European Economic Area.

## I) PROTECTING YOUR DATA

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes to guard against such.

## J) RETENTION PERIODS

We only keep your data for as long as we need it for, which will be at least for the duration of your employment with us though in some cases we will keep your data for a period after your employment has ended. Some data retention periods are set by the law. Retention periods can vary depending on why we need your data, as set out below:

Record	Statutory Retention Period
Application forms and interview notes	1 year
Children/young persons	3 years
Employee files	7 years after end of employment
Employment Permits	5 years
Health and Safety Records of Major Incidents	10 years from the date of the accident
Maternity Leave (period of employment and dates and times of the leave)	1 year
National Minimum Wage	3 years from the date any record is made
Parental & Force majeure leave	8 years
Payroll details and payslips	6 years after end of employment
Redundancy details, calculations of payments	3 years after date of redundancy
Retirement Benefits Schemes	6 years from the end of the scheme year
Settlement Agreements	6 years
Sick Pay records, calculations, certificates, self-certificates	at least 3 months after the end of the period of sick leave, but 6 years after the employment ceases advisable
Tax records	6 years
Trade Disputes	3 years
Wage/salary (overtime, bonuses, expenses)	3 years from the date any record is made
Working hours	3 years

## K) EMPLOYEE RIGHTS

You have the following rights in relation to the personal data we hold on you:

- a) the right to be informed about the data we hold on you and what we do with it;
- b) the right of access to the data we hold on you. More information on this can be found in the section headed "Access to Data" below and in our separate policy on Subject Access Requests";
- c) the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as 'rectification';
- d) the right to have data deleted in certain circumstances. This is also known as 'erasure';
- e) the right to restrict the processing of the data;

- f) the right to transfer the data we hold on you to another party. This is also known as 'portability';
- g) the right to object to the inclusion of any information;
- h) the right to regulate any automated decision-making and profiling of personal data.

More information can be found on each of these rights in our separate policy on employee rights under GDPR.

#### **L) CONSENT**

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data.

#### **M) MAKING A COMPLAINT**

If you think your data rights have been breached, you are able to raise a complaint with the Office of the Data Protection Commissioner. You can contact the ODPC at Data Protection Commissioner, Canal House, Station Road, Portarlinton, R32 AP23, Co. Laois or by telephone on +353 57 8684800 or +353 (0)761 104 800 or Lo Call 1890 252 231 or email [info@dataprotection.ie](mailto:info@dataprotection.ie).

#### **N) DATA PROTECTION COMPLIANCE**

Our appointed compliance officer in respect of our data protection activities is:

\_\_Bernie Tinney\_\_\_\_\_(Name)

\_\_bernie@obrienlandscaping.com/01 8404580\_\_\_\_(Contact details).

# Corporate Access Control Policy

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## A) PURPOSE

The purpose of this policy is to preserve the confidentiality, integrity and availability of Peter O'Brien Landscaping Limited's' information. Controls outlined in this document are implemented to ensure that people have the right access to the right information at the right time.

## B) OBJECTIVES

The implementation of this policy is to control access to information to both physical and logical which is cover by this policy.

The procedures covered in this policy cover all stages in the life-cycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access to information systems and services.

The policy is structured under the following headings:

- User access management
- User responsibilities
- Network access control
- Operating system access control
- Application and information access control
- Mobile computing and teleworking



# User Access Management

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Objective: To ensure authorised user access and to prevent unauthorised access to information systems.

## A) USER REGISTRATION

There is a formal user registration and de-registration procedure in place for granting and revoking access to all information systems and services

- On commencement of employment the following will occur:
  - The Directors decide on the appropriate access rights and privileges and complete the New User Access Rights Document.
  - A support ticket will be created to create the required accounts with relevant suppliers.
- There will be immediate removal of access rights of users who leave the organization. The directors shall ensure that the users rights are revoked by creating a support ticket(s).
- The management will be responsible for maintaining a formal record of all persons registered to use the systems and for ensuring that redundant user IDs are not issued to other users.
- If an employee's role changes within the organisation the directors will review the required access rights and make changes where required following the above procedure.

### Privilege Management (The rights to install or modify the operating system or software on a device)

Peter O'Brien Landscaping Limited does not permit any privileges to any staff members to edit code within any operating or business application without the approval of the DOT.

### User Password Management

Allocations of passwords are controlled through a formal management process.

- A confidentiality clause is included in the employee handbook, which forms part of the employment contract.
- Users are provided with a user ID and a temporary complex password upon commencement of employment. Users are forced to change the temporary password immediately and should acknowledge receipt of it.
- Passwords should never be stored on computer systems in an unprotected form.

### Review of User Access Rights

- Management will review users' access rights if/when there have been any changes such as promotion, demotion or termination of employment.
- A support ticket will be raised to request the change
- These changes will be recorded in the minutes of the quarterly health checks.

## B) USER RESPONSIBILITIES

Objective: To prevent unauthorised user access, and compromise or theft of information and information processing facilities.

### Password Use

Users are required to follow good security practices in the selection and use of passwords.

- Users must use complex passwords; this is forced by the server policies.
- Keep passwords confidential.

- A record of the password should not be kept (e.g. paper, hand-held device or software file) unless it can be stored securely, and the method of storing has been approved by management.
- Passwords are not included in any automated log-on process.
- Entry to system passwords are to be changed on every 90 days.
- Business application passwords should be changed upon request from the Director of Finance & Security (DOFS) as determined by business or security needs.

#### Unattended User Equipment

Management ensure that unattended equipment has appropriate protection.

- All PCs/laptops are password protected using screen savers.
- Users must log-off servers and office PC's when the session is finished.

#### Clear Desk Policy

Employees should adhere to the clear desk policy for papers and removable storage media.

- Physical paperwork should be locked away when leaving the office.
- Documents containing sensitive or classified information should be removed from printers/photocopier immediately.

### **C) NETWORK ACCESS CONTROL**

Objective: To prevent unauthorised access to network services

#### Policy on use of network services

Users are only provided with access to the services that they have been specifically authorised to use. In line with the conditions set out in the above "User Access Management" outlined in the 'Access Rights Document':

- On commencement of employment users will be provided with:
  - An email statement of their access rights.
  - A unique user ID.
- Management have the following controls and procedures in place to protect access to network connections and services:
  - Sufficient network perimeter security
  - Use of complex passwords.
- Access to network resources such as remote desktop, file access and non-web enabled applications can only be access using a secure VPN connection. The VPN user ID is not associated with the user's active directory account.
- Access to web enabled applications such as Outlook Web Access manager is permitted and controlled by the active directory security policy.
- External vulnerability scans are run on an annual basis.

#### User Authentication for External Connections in use

Appropriate authentication methods are used to control access by remote users by:

- Access to network resources such as remote desktop, file access and non-web enabled applications can only be access using a secure VPN connection. The VPN user ID is not associated with the users' active directory account.

### Equipment Identification in Networks

Each device attached to the Peter O'Brien Landscaping Limited internal network must be approved by the DOT/SM. Physical access to the Server Cabinet/server room is required in order to add any new equipment to the network.

### Remote Diagnostic and Configuration Port Protection

There is no access to ports remotely.

### Segregation in Networks

The nature of Peter O'Brien Landscaping Limited's business does not require segregation of the network.

There are two networks Peter O'Brien Landscaping Limited with appropriate firewalls in place:

1. Peter O'Brien Landscaping LTD, Swords Enterprise Park
2. Peter O'Brien Landscaping LTD, Streamstown

### Network Connection Control

User's access to the network is restricted by:

- Physical access to the Server. The server is located in locked building.
- Access to network resources such as remote desktop, file access and non-web enabled applications can only be access using a secure VPN connection. The VPN user ID is not associated with the user's active directory account.
- Data and passwords are transmitted using a trusted SSL certificate.

### Network Routing Control

Physical access is by means of a secure code locked building.

## **D) OPERATING SYSTEM ACCESS CONTROL**

Objective: To prevent unauthorised access to operating systems.

### Secure Log-On Procedures

Access to operating systems is controlled by the following secure log-on procedure:

- Accounts will be locked out following five unsuccessful log-on attempts
- The password is never displayed; it is hidden by symbols.
- User connection time is limited to screen saver at 15-minute inactivity
- 

### User Identification and Authentication

All users in Peter O'Brien Landscaping Limited are given a unique identifier (user ID) upon commencement of employment and are required to use passwords. User ID's are used to trace activities to the responsible individual. User ID's are created in an Active Directory tree at level 2016.

### Password Management System

Passwords are selected and maintained by users after the initial temporary password have been provided by Peter O'Brien Landscaping Limited or third-party support. The system for managing passwords is interactive and ensures quality passwords by:

- Users have to change the temporary password at the first log-on.
- Users are allowed to select and change their own passwords.
- Passwords must be complex in structure.
- Enforcement of password changes occurs every 90 days.
- Passwords are not displayed on the screen when they are entered.

#### Use of System Utilities

Installation of third party applications or utilities must be approved by the DOT.

The use of file sharing or peer to peer sites is forbidden within the Peter O'Brien Landscaping Limited network.

Screen savers are enabled on all Peter O'Brien Landscaping Limited equipment, the time out is set by group policy at 15 minutes. There are no limitations on connection times.

### **E) APPLICATION AND INFORMATION ACCESS CONTROL**

Objective: To prevent unauthorised access to information held in application systems.

#### Information Access Restriction

Access to information and application system functions by users are restricted in accordance with the access rights record.

#### Sensitive System Isolation

Applications/cloud services that contain sensitive data are listed in the application identification appendix.

### **F) MOBILE COMPUTING AND TELEWORKING**

Objective: To ensure information security when using mobile computing and teleworking facilities.

#### Mobile Computing and Communications

Peter O'Brien Landscaping Limited's mobile computing policy is as follows:

- All mobile phones are password protected and encrypted
- If a mobile phone is lost or stolen, then the non-volatile memory will be remotely wiped clean by the DOT or support manager
- If the laptop is lost or stolen, then the user's active directory and VPN passwords will be changed by opening a ticket on Support Management System
- Mobile phones or laptops must not be left unattended in public places.
- Mobile phones or laptops where possible should be physically locked away to secure the equipment, and not left in company vans or private cars overnight.

#### Teleworking

Peter O'Brien Landscaping Limited permit teleworking as long as the following security procedures are followed:

- Access to network resources such as remote desktop, file access and non-web enabled applications can only be access using a secure VPN connection. The VPN user ID is not associated with the user's active directory account.
- Access to web enabled applications such as Outlook Web Access is permitted and controlled by the active directory security policy.

- The employee can only use their own PC/laptop with the approval of the DOT and it adheres to the security requirements for Peter O'Brien Landscaping Limited computer equipment, e.g. encryption and password protection.

## **G) ACCESS RIGHT DOCUMENT**

This document provides policies, standards, and rules of behaviour for the use of personally owned smart phones and/or tablets by employees to access resources and/or services. Access to and continued use is granted on condition that each user reads, signs, respects, and follows the 's policies concerning the use of these resources and/or services.

This policy is intended to protect the security and integrity of 's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms. Expectation of Privacy will respect the privacy of your personal device and will only request access to the device by technicians to implement security controls or to respond to legitimate discovery requests arising out of administrative, civil, or criminal proceedings.

This differs from policy for provided equipment and/or services, where employees do not have the right, nor should they have the expectation, of privacy while using equipment and/or services. Acceptable Use

- The company defines acceptable business use as activities that directly or indirectly support the business of Peter O'Brien Landscaping Limited.
- The company defines acceptable personal use on company time as reasonable and limited personal communication or recreation, such as reading or game playing.
- Only devices individually approved by the DOT may be connected to any IT equipment in the Peter O'Brien Landscaping Limited. This includes USB storage devices, such as memory keys, mobile phones or cameras.
- Devices may not be used at any time to:
  - o Store or transmit illicit materials
  - o Store or transmit proprietary information
  - o Harass others
  - o Engage in outside business activities
  - o Etc.

- Employees may use their mobile device to access the following company-owned resources:

- o Email
- o Calendars
- o Contacts

- The Peter O'Brien Landscaping Limited has a zero-tolerance policy for texting or emailing while driving and only hands-free talking while driving is permitted.

### **Devices and Support**

- The following devices are supported:

- o iPhone/iPad IOS 9 or above
- o Android 6 or above

- Connectivity issues are supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

- Devices must be presented to IT for proper job provisioning and configuration Email.
- In order to prevent unauthorised access, devices must be password protected using the features of the device and a strong password is required to access the company network.
- The company's mobile password policy is: Passwords must be at least four characters and a combination of upper- and lower-case letters, numbers and symbols. Passwords will be rotated every 90 days, and the new password can't be one of 3 previous passwords.
- The device must lock itself with a password or PIN if it's idle for five minutes.
- Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.
- Smartphones and tablets that are not on the company's list of supported devices are not allowed to connect to the network.
- Employees' access to company data is limited based on user profiles defined by IT and automatically enforced.
- The employee's device may be remotely wiped if:
  - o the device is lost or stolen.
  - o the employee terminates his or her employment.
  - o IT detects a data or policy breach, a virus or similar threat to the security of the company's data and technology infrastructure. Risks/Liabilities/Disclaimers
- While IT will take every precaution to prevent the employee's personal data from being lost in the event it must remote wipe a device, but it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc.
- The company reserves the right to disconnect devices or disable services without notification.
- Lost or stolen devices must be reported to the company within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.
- The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above.
- The employee is personally liable for all costs associated with his or her device.
- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.
- Peter O'Brien Landscaping Limited reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

