

**HALCYON CONTRACT CLEANING**

**Employee Hand Book**



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**FOREWARD**

This handbook, together with the Signing on Form you have completed, contains the main Terms and Conditions of your employment and important information about your employment with the Company and should answer many questions you may have about working within the organisation.

If you have any questions regarding the contents of this handbook you should talk to your manager or supervisor who will explain further and answer any queries.

Your line manager is \_\_\_\_\_

He/she can be contacted on \_\_\_\_\_

Emergency or site telephone number \_\_\_\_\_



### **Welcome to Halcyon Hygiene Ltd**

We would like to welcome you to our company. Halcyon Hygiene is a leading player in the specialist cleaning industry with over 15 years experience.

We service nationwide and our success can be attributed to our open door policy and our continuous expansion is a sign of how well we service our clients.

Our proactive approach to both our employees and clients ensures that our customers premises look their best at all times and our staff operate at their best at all times.

Halcyon has a minimal level of reporting structures which ensures that Management are close to the ground and in contact with the day to day running of the company. We encourage self motivation and we welcome any opportunity to promote staff.

We are the people who take pride in maintaining a clean environment for our clients and this can only be achieved through you, and so as part of our team, we wish you a happy and successful occupation with us.

---

Peter Kirwan  
Managing Director

***Job***

Your job title will be as stated on your Signing On Form. You will be required to be flexible in your job and must be prepared to undertake such other reasonable duties as may be assigned to you by the Company from time to time. Such duties may be outside the area of your normal work and may be for such subsidiary companies as the Company may require.

***Start Date***

Your employment with the Company is deemed to have commenced on your first day of work as stated on your Signing On Form. No previous employment counts as part of your continuous period of employment unless stated differently such as employees transferring to the Company under the Transfer of Undertakings Regulations 2003.

***Probation Period***

Your employment is subject to the successful completion of a probation period and, where advised, relevant background and medical checks. The standard probation period for all employees is three months. Any disciplinary breach of Company terms and conditions, normal rules will not apply.

During your probation you must demonstrate the required standards of performance, attendance and conduct. Employees who do not reach the required standard may either have their probation extended in order that remedial action may be taken or the Company may terminate their employment.

***Place of Work***

Your place of work will be as stated on your Signing On Form. However, you may be required, from time to time, to work at the employer's other places of business and/or the premises of such subsidiary companies or organisations as the employer may require.

You will be given as much notice as is reasonably practical of any such change of place of work.

***Remuneration***

You will be paid at the rate specified on your Signing On Form. Wages are paid 2 weeks in arrears on the last Friday of each Month by credit transfer or by cheque. This frequency, pay day, and method of payment may be changed at the Company's discretion.

***Induction and Training***

During your induction period the Company will ensure that you receive the basic training needed to undertake your duties. Wherever practical and appropriate, the Company will hold periodic Refresher Courses for members of employees for all levels and job areas. The aim is to enable employees to update or increase their job knowledge and to familiarise them with new operating procedures, skills, equipment and products. Your manager will support your training and development needs and keep you up to date with current issues throughout the organisation.

As a valued team member, we will expect you to carry out reasonable instructions and to take reasonable care to ensure that the work you perform is carried out safely and efficiently.

Details of your employment are shown on your Signing on Form which will have been issued with this handbook. Your Manager/Supervisor may also provide additional information, where appropriate.

***Promotion***

It is Company policy to provide employees with the opportunity for personal advancement by promoting from within, subject to the same standard of suitability for the position as would apply to an external candidate.

Performance and ability assessments may be used to identify suitable candidates for internal promotion, and appropriate training will be provided to prepare and develop employees for potential promotional opportunities.

Vacancies will be advertised internally on notice boards or on. Any employee who applies for an internal vacancy must at the same time inform their manager that an application has been made.

**Sales Leads**

The Company is very active in seeking new business opportunities with both existing and potential new customers. You are encouraged to help the Company achieve its sales growth by passing on sales leads.

**Retirement**

The retirement age is 65.

**Pensions**

The Pensions (Amendment) Act 2002 obliges an employer to provide those employees who do not have access to an occupational scheme with access to a Personal Retirement Savings Account (PRSA). Full details of the Halcyon Hygiene PRSA will be provided to you upon request to your Manager/Supervisor.

**Annual Holiday**

The holiday year runs from 1st January to 30<sup>th</sup> November. December is not included in the holiday allocation due to the nature of this business it is a very demanding time. In order to accommodate employee's holidays can be carried forward to March 31<sup>st</sup> the following year

**Minimum statutory holiday entitlements are calculated by one of the following methods:**

1. Four working weeks in a leave year in which the employee works at least 1,365 hours (unless it is a leave year in which s/he changes employment);
2. 1/3 of a working week per calendar month that the employee works at least 117 hours;
3. 8% of the hours an employee works in a leave year (but subject to a maximum of 4 working weeks).

Cleaning Operatives and other employees whose employment is covered by the Joint Labour Committee for Contract Cleaning are entitled to the above statutory holiday entitlements, plus a day's holiday in respect of Good Friday. In order to be illegible to take holidays an employee must have worked at least 12 weeks of continuous work.

All other full-time employees are entitled to 21 days holiday per complete holiday year and this will be pro rated for less than one year's service or for part-time employees. This entitlement includes Good Friday if this day is taken as holiday.

Authorisation for holidays will be at management discretion so you must **NOT** book a holiday or take leave before obtaining prior approval from your Manager/Supervisor. This application must be done by completing the appropriate Holiday request form provided. However, if on the occasion that prior notice cannot be given in writing this notification must be addressed directly to the Supervisor or Area Manager via phone, a text message or leaving a message at reception is not acceptable

No holiday may exceed a period of 2 weeks other than by prior arrangement. You are advised to request your holidays as far in advance as possible to allow management time to plan cover for your duties. Payment in lieu of accrued holidays will not be made unless you are leaving our employment. Should you have taken holiday in excess of your accrued entitlement the Company will be entitled to recover the overpayment to you by making a deduction from any payments due to you at the end of your employment.

**Public Holidays**

Entitlement to Statutory Public Holidays shall be in accordance with the Organisation of Working time Act 1977. The statutory public holidays are:

- New Year's Day
- St Patrick's Day
- Easter Monday
- The first Monday in May
- The first Monday in June
- The first Monday in August
- The last Monday in October
- Christmas Day
- St Stephen's Day



### ***Hours at Work***

Your hours of work will be as stated on your Signing On Form. The Company **reserves the right to alter** these working hours from time to time if this is found to be necessary.

Under Section 33 of the Organisation of Working Time Act, 1997, employers are prohibited from employing employees to work on any day or during any week where the employee has worked for another employer(s), where the aggregate of the periods worked exceeds that permitted by the legislation. To do so will be an offence under the Act and may render both the employer and the employee liable to prosecution.

**To ensure that both the employer and the employee are in compliance with the legal requirements, it is necessary for all employees to provide the company with details of any other employment(s) that the employee is engaged in. Additionally you must notify your supervisor/manager in writing if there is any change in your hours of work with another employer.**

Please note that should a situation arise where the combined hours worked for Halcyon Hygiene and the other employment(s) place the Company (and the employee) in breach of the legislation then the employee concerned must change/reduce the hours worked in the other employment(s) in order to prevent such a breach occurring.

Good time keeping and attendance are crucial to the standard of service that we provide to our customers and it is your duty to ensure that you arrive and are ready to start work on time.

You will be required to comply with Company arrangements for the recording of your work times. Abuse of these arrangements such as falsification of hours, knowingly giving your Personal Pin Number to another employee to register hours on your behalf or knowingly registering hours on another employees behalf in their absence and false signatures will be considered gross misconduct.

Whilst at work your first responsibility is to the Company and during your working hours you must not engage in any business activity whether or not this is for financial gain.

**All overtime is non-contractual and you will not receive payment for any additional hours worked unless they have been authorised in advance.**

If you are required to work overtime, you will be paid at the rate agreed with your Manager/Supervisor.

Halcyon have in operation TMS clocking system to record hours worked. The record is processed by clocking in and out with a Personal Pin number which is issued to all full time employees after the signing on form is processed at the Head Office. If an employee fails to submit this report then the Company may resort to only paying a minimum of 15 minutes for each hour normally contracted or in extreme cases refuse to pay any individual should there be a continuous failure to comply with this requirement. This action is considered as Gross Misconduct.

Employees on a cover contact will not be issued with a Personal Pin number the recording of time on this occasion will be recorded on a time sheet which should be completed in full and issued to the Head Office on a weekly basis.

### ***Absence***

**If you are unable to attend work for any reason, including sickness or injury, you must notify your Manager/Supervisor as soon as possible before the start of the next shift or in accordance with your divisional requirements so that cover can be arranged.** You must speak directly with your Supervisor/Manager; messages left at reception or text messages are unacceptable. You should do this daily until covered by a doctor's medical certificate and then maintain regular contact until you return to work. Failure to do so will result in you being recorded as absent without leave and disciplinary action may follow. The Company reserves the right to withhold pay for the period of absence.

A medical certificate must be submitted on the 3rd day of illness and on a weekly basis thereafter. You are required to provide a "Fit for Work" certificate from your doctor no later than your first day back to work after a certified absence.



Anyone found working privately, or for another employer, whilst absent from the Company on sick leave may be subject to disciplinary action.

In cases of serious illness or persistent incidences of short-term illness, the Company reserves the right to seek advice from your GP. The Company may also request that you attend at a surgery or be visited by a doctor nominated and paid for by the Company and you must consent to the Company receiving a copy of the doctor's medical report. An employee will not reasonably be able to refuse to comply with such a request or refuse such a visit.

#### ***Maternity/Adoption/Parental Leave***

Statutory maternity, adoption and parental leave provisions will be applied where appropriate and details of these are available through your Manager/Supervisor.

#### ***Disability***

If during your employment you consider that you have become disabled or partially disabled you should inform your line manager immediately who will discuss any suitable adjustments which may be required for you to be able to perform your duties.

#### ***Deductions from Pay***

The Company reserves the right to recover any overpayment of wages and/or holiday entitlement from your pay or require a repayment from you in respect of any overpayment of wages and or holiday entitlement or any other monies owed, or deemed to be owed by you to the Company. A deduction for any company property (including uniforms) not returned will be made from an employee's final salary.

#### ***Expenses***

If an employee has been advised that they are entitled to claim expenses for out of pocket expenses properly incurred in the performance of their duties then these should be claimed on the proper authorised documentation and be supported by receipts or other such evidence of actual payment.

#### ***Change of Personal Details***

In order for your records to be kept up to date, you should notify the Company if you change your name, personal circumstances, home address, telephone number or bank details as soon as possible by completing a Change Form. Failure to do this may result in important correspondence being sent to the wrong address or delays in wage payments.

#### ***Prosecutions and Criminal Convictions***

If you are prosecuted for any offence, other than a minor traffic offence, you must disclose this to the Company. Only traffic offences which do not result in an endorsement of your driving licence are considered to be minor.

The Company may request that a series of security and/or criminal conviction checks be made before a position is offered, or probation confirmed, to any applicant/employee and in some instances checks will continue after offer of employment. You will be informed of this at the time of a job offer being made. Confirmation of employment will only be made once the vetting procedures have been completed and are satisfactory.

You should note that if the Company or relevant authority decides, based on the checks carried out, that you are not suitable, then you will not be able to be employed or continue to be employed in this particular post.

Failure to disclose any conviction or prosecution which occurred prior to or during your employment will be regarded as misconduct and dealt with as such under the Disciplinary Procedure.

***Licensing***

You may be required to obtain a licence to work in some of our divisions and any offer of employment will be conditional upon you achieving the criteria for such a license, which may also include a criminal records check. If you are not successful in obtaining a license then the Company will be unable to offer employment or allow you to continue to be employed in that role. For further information please speak to your Manager/Supervisor.

***Lay Off and Short Time Working***

The Company has the right to lay you off without pay or require you to work short time with a proportionate reduction in pay for an indefinite period if, for any reason, there is a shortage of work or if normal working is prevented for any reason beyond the Company's control.

In the event of employees being laid off or placed on short term working under this provision, the Company will review the position every 4 weeks and will inform the affected employees of the results in writing.

***Mobility and flexibility***

You will be required to be flexible in both your place of work and the type of work that you do. To preserve your continuity of employment, circumstances may arise where you will be asked to transfer to other work or another work location on a temporary or permanent basis.

***Company Vehicles***

Some employees are provided with Company vehicles to carry out their duties. If you are required to drive as part of your employment then you should only use the vehicle after completion of an Authority to Drive Form. You must comply with the Rules of the Road available from the department of Transport.

For employees issued with a company vehicle or required to drive as part of their job, it is a condition of your employment that you have and keep a current full clean driving licence. The Company reserves the right to dismiss an employee if they are disqualified from driving for any period. Employees must promptly notify the Company of any accidents while driving on Company business, any charges of driving offences brought against you by the police and of any endorsements imposed. For insurance purposes, all drivers must supply their original driving licence for inspection on joining the Company and every 12 months thereafter.

Employees are responsible for ensuring any company vehicle they use is kept clean and tidy at all times.

Drivers of company vehicles should avoid incurring parking fines or penalties but, in any case, these must be paid by the employee unless there are exceptional circumstances which are approved by your manager. If fines or penalties are referred to the Company, the cost will be deducted from your pay, following appropriate notification.

***Mobile Phones***

It is Company policy that employees should not use mobile phones at any time while driving. Employees are expected to comply with prevailing government legislation on the use of mobile phones in vehicles.

***Transfer of Undertakings Regulations 2003***

If you have transferred to the Company from another employer under the above regulations, your terms and conditions of employment may be different from those described in this handbook. However, in the interests of your safety and the efficient operation of the business, you will be expected to comply with all the procedures, rules and regulations contained within this handbook.

***Revision of Terms and Conditions***

The Company reserves the right to make changes to the terms and conditions of your employment. These will be notified to you by your Manager/Supervisor.

***Data Protection:***

The Employer processes personal data relating to its employees for the purpose of proper human resources administration and management. The employee hereby accepts that for the purpose of proper human resources administration and management, such data may be disclosed on a need to know basis to employees and



professional advisors of the Employer in accordance with the laws of the country of employment, and in other countries where the company does business and where applicable law may not always provide the same safeguards. The Employer has in place safeguards to protect the security of the data relating to its employees in all countries in which it does business. The Employer takes all reasonable steps to ensure that such data are accurate, complete, current and relevant.

Employees who are concerned about the nature, accuracy or relevance of the personal data on their personal files may write to the Company requesting a description of that data. An administration charge may be made.

### ***Termination of Employment***

There is no entitlement to notice during the first 13 weeks of your employment

Upon successful completion of your probation period and until achieving 2 years service, 1 weeks notice is given by either party. Thereafter the Company will give you notice as follows:

<b>Service</b>	<b>Notice</b>
2-5	2 weeks notice
5 - 10 years	4 weeks notice
10-15 years	6 weeks notice
Over 15 years	8 weeks notice

You are required to give the Company 2 weeks notice in writing once you have achieved 2 years service, when you wish to terminate your employment. Failure to give the required notice will result in non payment of salary due during the notice period

The Company may, in its discretion, pay you your salary in lieu of notice.

Both parties are free to waive their right to notice if agreed between them. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

Dismissals for reasons of gross misconduct will result in loss of notice entitlement.

### ***Confidentiality***

You shall not, either during your employment with the Company, or afterwards, divulge to any individual, Company or undertaking, any confidential information or materials acquired by you in the course of your employment.

### ***Employee Conduct***

The maintenance of good working practices is necessary in the interests of the workforce and the service provided to the customers.

Outlined below is an overview of a few of these rules and regulations covering conduct and behaviour which you are expected to follow. You are expected to familiarise yourself with and follow, our rules of conduct and behaviour because a breach of any of them may lead to disciplinary action being taken against you, up to and including your dismissal from employment. For this reason you should also make yourself familiar with the Disciplinary Procedure detailed in this Handbook.

### ***Conduct and Behaviour***

In attending any Company, third party or customer premises, for the purpose of work, event or social gathering organised or associated with the Company, employees are expected to behave in a considerate and socially acceptable manner.

Abusive or violent behaviour towards colleagues, customers or members of the general public will not be tolerated and perpetrators will be dealt with through the Disciplinary Procedures.

Abusive or violent behaviour will be considered as gross misconduct.



### ***Equal Opportunities***

The Company is committed to Equal Opportunities in all employment practices, policies and procedures. This applies to all applicants for employment, to all employees of the organisation and by employees to each other. The Company is committed to the creation of a discrimination free working environment. The policies and procedures can be obtained from your line manager.

### ***Alcohol and Drugs***

We have the right to expect that our employees' conduct or performance is not impaired by drugs or alcohol at work. Even a mild alcohol intoxication is likely to result in a lower standard of performance and a potential increase to the health and safety risks in the workplace, as judgement and concentration are impaired.

As part of our commitment to health and safety in the workplace employees are advised that the consumption of alcohol on duty, or reporting for duty under the influence of alcohol, is considered a serious disciplinary offence. The use, possession or sale of illegal drugs at work or the deliberate misuse of prescribed drugs and substances such as solvents whilst at work is strictly prohibited and considered a serious disciplinary offence.

Some prescribed and over-the-counter medication can give rise to side effects that could impair a person's ability to operate heavy plant and machinery, or could affect work performance. Employees are advised that it is their responsibility to ensure that they inform their supervisor or manager if taking prescribed medication is likely to have these effects.

### ***Smoking***

The Company operates a no smoking policy ie no smoking is allowed in any Company or customer premises. Additionally smoking is not permitted in Company vehicles.

### ***Outside Interests***

Employees are not to engage in any activity during or outside working hours that is in conflict with your responsibilities to the Company. If in doubt employees should speak to their Manager/Supervisor.

Employees shall not canvass customers for business on their own behalf or that of a competitor both during employment and for 6 months after termination of employment.

### ***E-mail, Internet & Intranet***

Unless specifically authorised, employees who have access to E-mail, Internet Services and the Company Intranet through Company or customer resources must only use such resources in the execution of Company business with the approval of your line manager. The Company has a clear E-mail, Internet and Intranet policy, copies of which can be obtained from your Manager/Supervisor.

### ***Right of Search***

The Company reserves the right to search employees, their personal effects, locker, or vehicle. If an employee is required to take part in such an exercise, an employee colleague may accompany you if requested. Where there are reasonable grounds for suspicion, failure to agree to such a search will be regarded as Gross Misconduct and may result in dismissal.

### ***Telephone Calls***

Employees are not permitted to use the Company's or customer's telephones to make or receive personal calls in their normal working environment unless permission from their Manager/Supervisor has been received.

### ***Health and Safety at Work***

The Company places great importance on employees' health and safety. The safety policy statement is contained within this handbook. The object of this policy is to provide the framework around which a safe and healthy working environment can be maintained. The full **Safety Statement is available on request from your Manager/Supervisor.**



Employees will be expected to act with due care to prevent injury to themselves and others, to report accidents, damage to equipment and potential hazards and to follow agreed working practices.

Personal Protective Equipment (PPE) and safety equipment is provided, where appropriate, for employees' safety. You will be expected to comply with all operating instructions and not to intentionally or recklessly interfere with or misuse anything provided in the interests of safety.

#### ***Uniform, Dress, Appearance and Personal Hygiene***

There may be specific requirements for certain roles regarding uniform, appearance and personal hygiene and these will be advised to employees at interview or during induction periods. The following are therefore minimum requirements.

Employees should keep a clean and tidy appearance whilst at work, and maintain high standards of personal hygiene using deodorants or antiperspirants to guard against body odour.

Safe and sensible shoes are to be worn whilst at work and, if supplied, safety footwear must be worn at all times. Employees will be provided with a uniform which they will be required to wear, and it is their responsibility to keep it neat and properly laundered, and to ensure that the Company is aware when it needs replacing. The uniform remains the property of the Company. It must only be worn whilst at work therefore, if advised by management, employees must change into it when they arrive and out of it when leaving work. It must be returned to the Company on termination of your employment, and failure to return it will result in the employee being required to pay such reasonable sum as the Company may specify in respect of its cost. The Company reserves the right to deduct this sum for any wages due on termination of employment.

Failure to wear a uniform or protective clothing when required or to maintain the required standard of appearance and personal hygiene will be regarded as a disciplinary matter.

#### ***Equipment, Materials and Company Property***

Equipment and materials provided by the Company or by its customers are for the use of carrying out the contracted service and should not be used for any other purpose or private use, or removed from the site.

All instructions relating to the use of any such equipment and materials are to be followed, and if an employee considers that any such equipment is, or materials are, unsafe for use this should be reported immediately to your Supervisor or Manager.

Employees may not purchase machinery, materials, goods, food etc of any description on behalf of the Company unless appropriate written authorisation has been obtained before the purchase is made.

The Company reserves the right to make a deduction from wages in respect of the cost of any repair or replacement of any machinery or materials that it determines has been damaged or lost due to employees misuse or negligence, wilful or otherwise.

On demand, or upon termination of employment, employees are required to return all property belonging to the Company or its customers, suppliers or contractors. This includes items such as identity cards, security passes, access cards or keys and all materials, equipment or uniforms.

### **GRIEVANCE PROCEDURE**

Any employee who has a grievance or complaint arising from their employment should raise the matter with their supervisor/manager. If the grievance or complaint cannot be resolved informally through discussion, then the matter should be dealt with under the formal grievance procedure.

#### **Stage 1**

The employee should put their grievance or complaint in writing to their Manager/Supervisor. If the grievance or complaint is against their Manager/Supervisor, the matter should be raised with a more senior manager. If the grievance or complaint is contested the employee will be invited to attend a hearing. The employee can choose to be accompanied by a fellow employee or a local union representative (if appropriate).

If practical, a decision will be made within 5 days of the hearing or receipt of the written grievance or complaint. This decision will be notified in writing to the employee.



## Stage 2

If the employee considers that the grievance or complaint has not been satisfactorily resolved, then the employee should write to a more senior manager. Full details of the grievance or complaint should be given together with the reasons why it is considered that the matter has not been satisfactorily resolved.

The employee will be invited to attend a hearing. The employee can choose to be accompanied by a fellow employee or a local union representative (if appropriate).

If practical, a decision will be made within 5 days of the hearing. This decision should be notified in writing to the employee.

## Stage 3

In the event of the matter not being resolved internally, the matter shall be referred through normal industrial procedures. This would include reference to a Rights Commissioner, the Labour Relations Commission, Labour Court, Employment Appeals Tribunal, or Equality Officer as appropriate.

During the period in which the above procedure is being followed no industrial action of any kind designed to bring pressure to bear on either party will take place, until all avenues as prescribed have been followed by both parties and at least 14 days have elapsed following the issue of a Labour Court Recommendation or a determination of the Employment Appeals Tribunal. Any industrial action will require that two weeks' written notice be given by either party.

In the event of any issues arising which cannot be disposed of immediately and which are being processed in accordance with the above procedure, normal working - under protest if necessary - will continue, pending a settlement.

## DISCIPLINARY PROCEDURE

**Breaches of rules and regulations will mean the initiation the Formal Disciplinary Action Procedure. If the company views an incident sufficiently seriously, the person may be dismissed immediately and the normal procedures will not apply.**

- 1. Aims:** To provide a fair and consistent framework within which unsatisfactory employees may be helped to improve, and unacceptable conduct dealt with.
- 2. RESPONSIBILITIES:** It is management's responsibility to inform, and that of all employees to learn and to comply with, what is reasonably expected of them.
- 3. PRINCIPLES:**
  - (a) To help those who need to mend their ways to do so.
  - (b) To deal with disciplinary matters quickly but thoroughly.
  - (c) To allow those being disciplined to explain their behaviour.
  - (d) To be accompanied, if so desired, by a fellow employee or where a union is recognised for employees of that grade at that location, by an employee representative of that union.
  - (e) To allow a right of appeal at each stage.
  - (f) To deal with minor, major and gross misconduct.

## 4. RULES

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



#### **(a) RULES COVERING MINOR MISCONDUCT**

***Note : This is a list of most common and should not be considered an exhaustive list. It should also be noted that if the infringement is particularly serious it may be considered major or gross misconduct.***

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

- failure to adhere to the general health and safety rules and procedures;;
- unsatisfactory standards or output of work;
- First offence of failing to clock in or out with TMS without notifying your Manager
- unauthorised use or negligent damage or loss of Company property;
- failure to report immediately any damage to Company or client property caused by you;
- failure to report any incident while driving Company vehicles, whether or not there was any apparent personal injury or property damage;
- smoking in designated non smoking areas.
- -social behaviour or rudeness towards customers, members of the public or other employees
- objectionable or insulting behaviour or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- failure to carry out all reasonable instructions or follow the Company's rules and procedures;

#### **(b) RULES COVERING MAJOR MISCONDUCT**

***Note : This is a list of most common and should not be considered an exhaustive list. It should also be noted that if the infringement is particularly serious it may be considered gross misconduct.***

- unauthorised absence or failure to follow the Company's absence reporting procedures
- persistent or patterned absenteeism and/or lateness
- Insubordination eg refusal to carry out duties or obey reasonable instructions, except where employee safety may reasonably be in jeopardy.
- consumption of alcohol on the premises;
- taking prescribed drugs which may impair your performance at work without the knowledge of your manager.
- Anti-use of our vehicles without approval or the private use of our commercial vehicles without authorisation
- carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain;
- if your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction under road traffic acts;
- loss of driving licence where driving on public roads forms an essential part of the duties of the post.

#### **(c) RULES COVERING GROSS MISCONDUCT**

***Note : This is a list of most common and should not be considered an exhaustive list.***

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

- grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
- dangerous behaviour, fighting or physical assault;
- incapacity at work or poor performance caused by intoxicants or drugs;
- selling, possession or use of illicit drugs;
- Unauthorised use of the Company's assets and equipment (for example TMS mobile phone system for personal use)
- deliberate falsification of any records (including TMS clock record or Personal details in respect of yourself or that of any fellow employee);

- Breach of security in that allowing unauthorised person(s) onto Company premises.
- Breach of security in that you fail to set Premises Alarm systems.
- undertaking private work on the premises and/or in working hours without express permission;
- working in competition with us;
- taking part in activities which result in adverse publicity to ourselves, or which cause the Company to lose faith in your integrity;
- theft or unauthorised possession of money or property, whether belonging to us, another employee or a third party;
- destruction/sabotage of our property, or any property on the premises;
- serious breaches of the health and safety rules which endanger the lives of employees or any other person; example: children on premises while working
- gross insubordination and/or continuing refusal to carry out legitimate instructions;

## 5. DISCIPLINARY ACTION

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

Misconduct	First Occasion	Second Occasion	Third Occasion	Fourth Occasion
Minor	Formal Verbal Warning	Second Verbal Warning	Written Warning	Dismissal
Major	Formal Verbal Warning	Written Warning	Dismissal	
Gross	Dismissal			

In all cases the warning will be continuous though to dismissal irrespective of the type of misconduct whether related or independent.

## 6. DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action.

Formal Verbal Warning	Supervisor or senior
Written Warning	Manager or Senior
Final Written Warning	Manager or Senior
Dismissal	Manager or Senior (but with knowledge of Director)

## 7. LENGTH OF WARNINGS

- A formal verbal warning will normally be disregarded after a six month period
- A Written warning will normally be disregarded after a 12 month period.

## 8. GENERAL NOTES

If you are in a supervisory or managerial position the Company may decide that demotion to a lower level may be considered as an alternative to dismissal except in cases of gross misconduct.

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. A Director of the Company is the only authorised person to consider such action.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action.



## **9. DISCIPLINARY APPEAL PROCEDURE**

The disciplinary rules and procedures, which form part of your contract of employment, incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.

If you wish to exercise this right you should apply in writing to the person indicated in the disciplinary warning letter you will have received.

An appeal against a formal warning or dismissal should indicate and give details of why the penalty you received is too severe, inappropriate or unfair in the circumstances.

A member of staff not previously connected with the disciplinary incident will normally conduct the disciplinary appeal procedure.

If you are appealing on the grounds that you have not committed the breach of discipline then the conduct of the appeal may take the form of a complete re-hearing and reappraisal of all matters.

You may be accompanied at the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf.

The result of the appeal will be made known to you in writing no later than five working days after the hearing.

If you are still dissatisfied then you may take the matter to the next level of management. This will be the final stage of the disciplinary appeal process.

## **BULLYING / HARASSMENT AT WORK POLICY**

Halcyon Hygiene Ltd is committed to providing all of its employees with an environment free from bullying and harassment.

All employees will be expected to comply with this policy and management will take appropriate measures to ensure that bullying/harassment does not occur. Appropriate disciplinary action, including dismissal for serious offences, will be taken against any employee who violates this policy.

The policy applies to employees both in the workplace and at work associated events such as meetings, conferences and work related social events, whether on the premises or off site.

The policy applies to bullying/harassment not only by fellow employees but also by a client, customer or other business contact to which an employee might reasonably expect to come into contact with in the course of their employment.

Individuals may suffer harassment, bullying or victimisation in many forms, and this policy aims to support an individual who is experiencing such treatment and provides an environment where such behaviour will not be tolerated

The policy also aims to:

- Draw attention to the many forms of harassment, bullying and victimisation which may occur at work;
- Make explicit those behaviours that will not be tolerated;
- Provide a procedure for individuals on how to deal with any harassment, bullying or victimisation which may be experienced;
- Improve the fair treatment of employees and job applicants;
- Eradicate harassment.

## **DEFINITION OF BULLYING**

Workplace bullying 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 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 bullying can include conduct offensive to a reasonable person, e.g. oral or written slurs, physical contact, gestures, jokes, displaying pictures, flags/emblems, graffiti or other material which state/imply prejudicial attitudes which are offensive to fellow employees.

Other examples of bullying behaviour include:

- Personal insults and name calling
- Persistent unjustified criticism and sarcasm
- Public or private humiliation
- Shouting at staff in public and/or private
- Sneering
- Instantaneous rage, often over trivial issues
- Unfair delegation of duties and responsibilities
- Setting impossible deadlines
- Unnecessary work interference
- Making it difficult for staff to have access to necessary information
- Aggression
- Not giving credit for work contribution
- Continuously refusing reasonable requests without good reasons
- Intimidation and threats in general.

#### **DEFINITION OF HARASSMENT**

Sexual harassment can be defined as conduct towards another person which is sexual in nature, or has a sexual dimension, and is unwelcome to the recipient. Examples of this type of harassment include:

- Sexual gestures
- Displaying sexually suggestive objectives, pictures, calendars
- Sending suggestive and pornographic correspondence including faxes, text messages or e-mails
- Unwelcome sexual comments and jokes
- Unwelcome physical conduct such as pinching, unnecessary touching, etc.

Harassment on the other eight grounds of marital status, family status, race, age, religion belief, sexual orientation, disability or membership of the traveller community can be defined as

- Words
- Gestures
- Production, display or circulation of material which are unwelcome to the recipient and could reasonably be regarded, given the characteristic (i.e. one of the 8 grounds listed above) of the person subjected to the treatment as offensive, humiliating or intimidating.

Harassment can range from extremes such as violent outbursts, to less obvious actions such as excluding someone from social activities. It can subject individuals to fear, anxiety and stress

Harassment can involve a single incident or may be persistent.

Although harassment may involve obvious abuse of power, in some cases it can be unintentional on the part of the perpetrator. However, if the behaviour is perceived as unwanted, unreasonable or offensive to the recipient, the intention of the perpetrator is irrelevant.

#### **COMPLAINTS PROCEDURE**

There is both an informal and formal procedure to deal with the issue of bullying/harassment at work. Any investigation should be completed as quickly as possible.

**Informal Procedure**

It is often preferable for all concerned that complaints of bullying or harassment are dealt with informally whenever possible. This is likely to produce solutions which are speedy, effective and minimise embarrassment and the risk of breaching confidentiality.

Thus, in the first instance a person who believes that they are the subject of bullying/harassment should ask the person responsible to stop the offensive behaviour. If a person finds it difficult to approach the alleged perpetrator directly then a person should seek help and advice on a confidential basis from the Human Resources Manager or your Supervisor/Manager.

Having consulted with the Human Resources Manager or your Supervisor/Manager, the complainant may request their assistance in raising the issue with the alleged perpetrator(s). In this situation the approach of the Human Resources Manager or Supervisor/Manager should be by way of a confidential, non confrontational discussion with a view to resolving the issue in an informal low-key manner.

A complainant may decide, for whatever reason, to bypass the informal procedure. Choosing not to use the informal procedure should not reflect negatively on a complainant in the formal procedure.

It is recognised that it may not always be practical to use the informal procedure particularly where the bullying or harassment is serious or where the people involved are at different levels in the organisation. In such instances the employee should use the formal mechanism set out below.

**Formal Procedure**

Where formal complaints have been made, then the employee should contact their supervisor/manager as soon as possible. If this is inappropriate, then the employee should contact the Human Resources Manager.

The person making the complaint will be required to put their allegation in writing. The Report of Harassment Form is available to record the details of any complaint.

In the interests of natural justice the alleged bully or harasser will be notified in writing of the nature of the complaint, given a copy of the allegation, informed of his or her right to representation and will be given every opportunity to rebut the detailed allegations made.

The complaint should be subject to an initial examination by a designated member of management, who can be considered impartial, with a view to determining an appropriate course of action. An appropriate course of action at this stage, for example, could be exploring a mediated solution or a view that the issue can be resolved informally. Should either of these approaches be deemed inappropriate or inconclusive, a formal investigation of the complaint should taken place with a view to determining the facts and the credibility or otherwise of the allegation(s).

Whilst it is desirable to maintain utmost confidentiality, once an investigation of an issue begins, it may be necessary to interview other staff. If this is so, the importance of confidentiality will be stressed to them. Any statements taken from witnesses will be circulated to the person making the complaint and the alleged harasser for their comments before any conclusion is reached in the investigation.

When the investigation has been completed both parties will be informed as to whether or not the complaint has been upheld

Both parties should be given the opportunity to comment on the findings before any action is decided upon by management. All complaints received will be treated seriously, confidentially and dealt with as soon as is practicable.

Strict confidentiality and proper discretion will be maintained, as far as is possible, in any necessary consultation to safeguard both parties from innuendo and harmful gossip.

A record of all relevant discussions which take place during the course of the investigation will be maintained by management.



The person investigating harassment or bullying must come to a conclusion about which version of events is most credible, resisting any temptation to apply their own standards about the seriousness of the behaviour complained about. Whether particular behaviour is regarded as offensive by the person on the receiving end is a matter for personal and individual judgement.

#### **Action Post Investigation**

Where a complaint is upheld a disciplinary hearing will take place. The disciplinary action to be taken will be in line with the company's disciplinary policy. Should a case of bullying/harassment be proven then the organisation will take appropriate disciplinary action. This may include transfer or other appropriate action up to and including dismissal. Records of any warnings for bullying/harassment will remain in the employee's file and will be used if any further offences of the same or similar nature occur in the future.

Regular checks will be made by the Manager investigating the complaint to ensure that the bullying/harassment has stopped and that there is no victimisation. Retaliation of any kind against an employee for complaining or taking part in an investigation concerning bullying or harassment at work is a serious disciplinary offence.

#### **Malicious Complaints**

If a complaint is found to be malicious, then the appropriate disciplinary action up to and including dismissal will be imposed.

#### **Further Information**

All questions relating to the execution or interpretation of this policy should be referred to the Human Resources Manager.

#### **Policy for Health and Safety at Work**

The object of this Safety Policy is to confirm the commitment of the Company to ensuring a workplace that is safe and healthy as reasonably practicable. The Company will ensure that all statutory requirements are complied with.

It is the policy of this company to place great importance on the health and safety of its employees and considers the health and safety of its employees to be a management function equal to that of any other responsibility and recognises and accepts responsibility as an employer for providing a safe and health working environment in all areas under its direct control.

It is the policy of this Company to liaise and co-operate with its clients to provide the employees of this Company with a safe and healthy working environment on the client's premises and recognises and accepts its obligations to ensure that other Parties are not adversely affected by the activities of this Company.

The Company will take steps, so far as is reasonably practicable to meet its health and safety responsibilities by paying particular attention to:

- a safe place of work;
- a safe and healthy working environment, with safe access to and egress from it;
- the safe provision and maintenance of plant and equipment;
- safe systems of work;
- the provision of sufficient information, instruction, training and supervision to enable its employees to avoid hazards;
- where hazards cannot be eliminated, suitable protective clothing and equipment, the preparation and revision of emergency plans with nominated staff having emergency duties
- the prevention of risks to health from any article or substance including plant, machinery and equipment;
- the provision of and access to maintained welfare facilities;
- consultation with employees on matters which significantly affect their health and safety;
- access to a competent person to advise on health and safety matters.



This Company will seek to ensure effective consultation and communication through a Safety Committee to all levels of management and employees. The Company's Safety Policy and supporting Safety Statement will be reviewed as appropriate and revisions will be brought to the notice of each employee.

It shall be the duty of each employee to work in accordance with the Company Policy for Health and Safety at Work. Each employee must accept and carry out their responsibilities to:

- report:- (a) accidents;  
(b) damage to plant equipment and vehicles;  
(c) hazards;  
(d) all matters of concern with regard to health and safety,
- act with due care to prevent injury to themselves and others;
- follow the agreed working procedures including the correct use of safety devices and personal protective clothing.

It is the duty of each employee who is required to operate equipment with which they are unfamiliar to make this fact known to their supervisor so that training can be given. It is essential that the principals set out in this Safety Policy be faithfully applied if accidents and the resultant suffering and loss are to be avoided.

The Board of Directors will give full backing to this Policy and will support all those who endeavour to carry it out.

#### **QUALITY POLICY**

The Directors of the Company are committed to providing the right people, training, organisational structure and necessary resources to ensure that the Company's mission and programme of continuous improvement can be maintained. Our aim is to supply a quality service which matches the changing needs and expectations of our customers within a fully controlled and integrated management system.

We recognise that this Policy, with the requisite emphasis placed on experience, expertise, personal service, safety and reliability, promotes our clients' confidence in the Company and is paramount in achieving the stated objectives, to our mutual benefit.

The policies, systems and procedures are mandatory and shall be strictly observed by all employees of the Company.

Effective Quality Assurance is only achieved with active and continuing cooperation of all Company employees at every level. Quality is the responsibility of all employees either through the validity of information provided, or in the task undertaken. The responsibility for ensuring that all employees adhere to these policies, systems and procedures, lies with the appointed Senior Management.

The ultimate authority to give direction and interpretation of the Policy relating to quality aspects of the Company and its service lies with the individual Divisional Managing Director. However, the individual Divisional Managing Directors and Senior Managers hold the responsibility for ensuring that the policies, systems and procedures laid down by the Company are understood, correctly implemented and maintained at all levels of the organisation.

The policies, systems and procedures laid down are based on the requirements of the Irish, European and International Standard for Quality Systems, applicable to the Company

