

La Pause Café



2023 Staff handbook

WELCOME TO THE COMPANY

The success of any business and their employees depends on good communication between all parties, we look to you to play your part, and we shall continue to play ours.

We provide equal opportunities, and we strive to promote from internal sources. We are committed to equality regardless of gender, marital status, family status, sexual orientation, religion, age, disability, race, and membership of the travelling community.

We have employment policies that are fair, equitable and consistent. Your support is required in ensuring our policies are up held and 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 and income.

Your conduct affects our business, we hope you will conduct yourself at all times both with the public and other employees during business hours and after in a lawful manner.

As an employee of La Pause Gourmande, you will be an important member of our team, contributing to our goal – ensuring high standards of quality at all times.

We ask that you study carefully the contents of this employee handbook as it contains a great deal of helpful information.

David Thomas
Managing Director

This **Employee Handbook** contains the Company's policies and procedures. This document, along with your contract, and your job description forms the terms and conditions of your employment.

A **Company Handbook** can be a means of communication, a source of reference and an aid to induction and training. It can be used to inform employees of the terms and conditions of employment, benefits, policies and the special rules that apply within an organization. Please read this handbook carefully as it contains important information.

This handbook contains company information and a summary of the Company policies which are correct at the date of print. You should note that all policies are subject to change and variation from time to time; you are advised to check with your manager to ensure that you have access to the most up-to-date information. The handbook is designed to give clear advice to employees and to create a culture where issues are dealt with fairly and consistently. This is a guide to your terms and conditions of employment and should be read in conjunction with your individual statement of employment. The handbook provides you with important information relating to The Company's policies, procedures, and rules.

The information contained in this handbook applies to all our employees.

Following the policies described in this handbook it is considered a condition of continued employment. Failure to do so may result in the Disciplinary Procedures being invoked. The contents of this handbook shall not constitute nor be construed as a promise of employment or as a contract between The Company and any of its employees.

You are responsible for reading, understanding, and complying with the provisions of this handbook and you should sign and return the confirmation of receipt and understanding.

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. Whilst this handbook aims to provide a comprehensive guide to The Company's terms and conditions of employment, your employment contract and/or other company's policies and procedures may provide more authoritative details.

Employment Records

Employment Records Your Employment Record is very important. It contains all relevant information pertaining to your employment including address, telephone number, emergency contact details etc. It is most important that these records are kept up to date. Please notify The Company of any changes that might affect your Employment Record

I declare that I have read the handbook and accept the terms and conditions outlined within.

Employee

(PRINT NAME) _____

Date _____

Signature _____

1. GENERAL

1.1 PLACE OF WORK

Employees are employed at one particular site. The premises are situated : 2 Friary Road, Naas, Co. Kildare, Ireland W91 DRT7

1.2 JOB TITLE

Your job title is set out in your Terms of Employment. However, this title can alter to suit the needs of the business. Any such changes will be presented to you no later than one month in advance.

1.3 JOB DESCRIPTION

You may have been given or will receive a job description, which over time may change in relation to our changing needs and your own ability. Job descriptions will therefore be updated as required to ensure that they accurately reflect job functions. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues.

1.4 MEDICAL EXAMINATIONS

Should Doctor certify the employee as being unfit for work, or as being liable to transmit illness or disease to other employees, he/ she shall not be permitted to return to work until certified fit by his Doctor.

1.5 PROBATIONARY PERIOD

A probationary period of three months shall apply to all new employees and to employees who have been promoted. Within the probationary period the company shall have the sole and absolute right on determining the suitability of an employee for continued employment or promotion. In certain circumstances the company reserves the right to extend the probationary period and the reason for the extension will be communicated to the employee.

The maximum duration for the probationary period will not exceed eleven months. Furthermore, the probationary period shall be suspended during any periods of prolonged absence (i.e. sick leave, maternity leave etc.). Employees will only be offered a

permanent appointment subject to the successful completion of their probationary period with the company.

As part of the probationary period all newly appointed employees shall undergo induction training and their employment is conditional upon satisfactory completion of the training as specified by the company.

1.6 PERFORMANCE

Our policy is to monitor all employees work performance on a continuous basis so that we can develop your strengths and identify relevant training requirements.

1.7 CONSTANT REVIEW

Where further training is required, we may require you to attend the necessary courses to improve your skills

1.8 RECRUITMENT AND PROMOTION

The company has the sole right of recruitment of new employees. The company reserves the right to advertise in any way, either internally or externally, that it sees fit. Employees who apply for a vacancy will be considered according to their experience, qualifications, ability and potential, as determined by the company.

If it is found, after engagement, that false or misleading information has been given when applying, this would render an employee liable for instant dismissal even if the probationary period has elapsed.

On or before commencing work with the company, each prospective employee must supply the following to the Manager:

- Income Tax Forms/Certificate of Tax Credits and Allowances.
- Certification of all qualifications held.
- Any other relevant documents which may be requested by the Company.

1.9 WORKING HOURS

Your working hours are those stated in the Terms of Employment but are subject to change to suit the needs of the business. However in the event of any change you will be notified within one month, with prior consultation any concerns or proven hardships will be taken into account.

Break Entitlement

30 minutes in total (first break duration 15 min : 4 ½ hours after shift start)

Remember as there's no obligation to pay employees while they are on those breaks as they are not working time, but we are paying those as an act of good will.

1.10 PAY (Payment of Wages Act, 1991)

For salaried staff the pay month is the calendar month. Monthly salaries are paid on the 5th day of following Month.

Please note the pay reference period for La Pause Gourmande Ltd is one month.

You will receive a payslip by email at an email address provided by you and you will be assigned a pin code to open your payslip. Your payslip will show how the total amount of your pay has been calculated. It will also show the deductions, which have been made and the reasons for them e.g. PAYE, PRSI etc. Any pay queries, which you may have, should be raised with the Manager.

Revenue provides Payroll with Tax Credit details for each employer which is downloaded to payroll. It is each employees own responsibility to ensure that Revenue have correct and up to date details so that what they provide to payroll is correct.

1.11 OVERPAYMENTS/UNDERPAYMENTS

If you are overpaid/underpaid for any reason you must immediately inform the Manager. The total amounts of the overpayment/underpayment will normally be deducted/repaid from/in your

next payment by agreement and within reasonableness to both parties.

1.12 CLOCK IN / OUT

You must comply with any time recording procedures relating to your area of work. You are required to clock in/out at the beginning and end of your shift and for all your breaks **including smoke and other breaks. Breaks should not exceed 30 minutes per day in total.**

The CLOCK IN / OUT system will be explained in detail to you during Induction. Your supervisor will train you on using the system.

1.13 LATENESS

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.

If you clock in more than 5 minutes late (e.g. 8.06a.m.) you will lose 15 minutes pay.

If you clock in more than 20 minutes late (e.g. 8.21a.m) you will lose 30 minutes pay and so on.

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

1.14 CCTV POLICY

A CCTV system is in operation.

1.15 ABSENTEEISM

Regular attendance at work is expected and required of all employees in La Pause Cafe. Any absences must be notified in accordance with the procedures laid down in this Employee Handbook.

1.16 SHORTAGE OF WORK

If there is a shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay.

1.17 COMPANY PRODUCTS

You are permitted to take unsold food only when food is not in a state of being sold to customer but still proper to your consumption, only by prior approval of Senior Management. All other products such as cutlery, packaging, cleaning products goods in general etc are belonging to the company, and it will be a breach in the contract to take them away from premises. If you are interested in the purchase of any goods, you should ask Senior Management. Taking any food/goods away for your personal consumption will not be permitted. It will result in disciplinary action being taken.

Giving away free food and free drinks to customers or family members is also not permitted. It will result in disciplinary action being taken.

La Pause Cafe is providing free lunch meals for staff. This facility is made available to all employees. This free meal is a benefit in addition to your wages. Remember as there's no obligation to offer free meal to employees, but we are paying those as an act of good will.

2 LEAVE

2.1 ANNUAL LEAVE ENTITLEMENT

Employees have an annual leave entitlement of four working weeks based on employee working in excess of 1365 hours in the annual leave year. Where employees work less than these hours annual leave will be given on a pro rata basis and in accordance with the provisions of the Organisation of Working Time Act, 1997.

Public Holidays - Saint Brigid's Day, St. Patrick's Day, Easter Monday, May, June, October, Christmas Day and St. Stephens Day

Holidays may be taken outside these dates at the discretion of Management and in accordance with the policy below.

Annual holidays may not be used for sickness absences. You should complete a holiday request and have it agreed with Manager before making any firm holiday arrangements.

Holiday requests will only be considered if you present them to Manager 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. If more than one employee is requesting the same holidays as another member of staff, then seniority within the Company will be the deciding factor. Your holidays will be paid at your normal basic pay.

You must ensure that you receive written approval from you Manager or a confirmation text before you book a holiday /flights etc. If you book and then cannot be given the specified time off you will have to change your booking at your own cost.

In the event of the termination of your employment any holidays accrued but not taken in the current holiday year will be paid for. 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.

2.2 PUBLIC HOLIDAYS

There are ten Public holidays. Payment for Public holidays will be given in accordance with the Organisation of Working Time Act, 1997.

2.4 MATERNITY, PATERNITY AND ADOPTIVE LEAVE

Regarding Maternity, Paternity and Adoptive Leave you are requested to notify the Manager at the earliest stage so that the statutory maternity /paternity and adoptive leave provisions can be explained to you.

2.5 PARENTAL LEAVE

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

2.6 URGENT FAMILY LEAVE/FORCE MAJEURE

If you need to take time off work for urgent family reasons, you may be entitled to limited paid leave in accordance with the current statutory provisions.

2.7 BEREAVEMENT LEAVE/COMPASSIONATE LEAVE

Individuals' reactions to bereavement vary greatly. The company will grant employees the following compassionate leave arrangements. Additional leave may be granted at the discretion of the Company. In the event of the death of a close relative (parent, spouse, child, sister, brother) three working days fully paid leave is given. In the event of the death of a Grandparent, Aunt, or Uncle one working day's paid leave is provided.

3 SICKNESS/INJURY

3.1 NOTIFICATION OF INCAPACITY FOR WORK

You must notify us by telephone on the first day of incapacity prior to 3 hours of normal starting time. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally (or strictly in the case of an emergency where you are unable to contact the Company personally), then by a relative, neighbour or friend), to the Manager. If your incapacity extends to more than five working days you are required to notify us of your continued incapacity once a week thereafter.

3.2 EVIDENCE OF INCAPACITY

If your absence has been (or you know that it will be) for longer than two working days you must attend your GP and make sure he/she gives you a medical certificate and forward this to us

without delay. The medical certificate must provide details of the reasons for the absence and provide a likely return to work date. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence. Should the absence exceed five days then the certificate must be issued on a weekly basis. Employees should note that certificates must be given during the period of absence and are not allowed to be handed in on return to work.

3.3 PAYMENTS

Sick pay from 1st January 2023, employees have a right to 3 days sick pay per year and paid at 70% of your normal pay rate in line with Sick Leave Act 2022.

3.4 RETURN TO WORK

You should notify the Manager as soon as you know the day you will be returning to work, if this differs from a date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis or in the case of a long-term absence, a fitness to return to work certificate must first be issued to the Company before any return to work date can be agreed. In circumstances where the company deem it necessary to refer an employee to a nominated Company Doctor, all information will be treated in the strictest confidence.

3.5 GENERAL

Submission of a medical certificate, 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.

In deciding whether your absence is acceptable or not we will consider 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.

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.

Should the company consider your absence to be excessive and unacceptable, the company reserves the right to refer the matter to the nominated company doctor who may consult with your own GP in relation to this matter.

3.6 MEDICAL CERTIFICATES & MEDICAL REPORTS

Medical certificates are deemed invalid if they do not include the following information:

- Name and address of the doctor.
- Name and address of the patient.
- Statement that the patient is or was under the Doctor's care.
- The opinion of the doctor that the patient is incapacitated due to illness/ accident.
- The expected duration of incapacity.
- The date of issue.
- The doctor's signature and surgery rubber stamp.

Retrospective Doctors' certificates will not be accepted. In the absence of a doctor's certificate a completed Social Welfare Certificate will suffice. A medical certificate will be accepted from a registered Dentist for a period not exceeding three days if they fulfill the above criteria for medical certificates.

At any stage during your employment or where, in the opinion of the Company, you are unable to perform your duties satisfactorily due to sickness or injury, the Company reserves the right to request that you, at the Company's expense, submit to an examination and report to the Company by a medical practitioner nominated by the Company.

The Company may ask for a medical certificate in respect of any period of absence due to ill health. Weekly certification will not be required in all cases for obvious reasons e.g. hospitalization, severe illness. This needs to be agreed with your manager as soon as is reasonably practicable.

Please note that absence caused by injury outside of work **will not** be covered. Therefore, hazardous or sporting injuries, self-inflicted injuries, alcohol or substance abuse related absence, may not be covered.

3.7 FITNESS TO RETURN TO WORK CERTIFICATE

In certain circumstances where an employee has been certified unfit for work for a period of absence or after a prolonged absence, they will have to provide a medical certificate confirming their fitness to return to work.

3.8 LONG TERM ILLNESS/INJURY

It is Company Policy to treat all employees who are seriously ill for a prolonged period with sensitivity and care. Each case will be dealt with individually, while following Company policy.

An employee is required to maintain regular contact with the **manager** for the duration of the illness as it is important to maintain relationships rather than must rebuild them.

At the consent of the employee the **manager** may make a home visit, the first home visit should occur within the first six months and once every three months thereafter.

3.9 DOCTOR APPOINTMENTS

Where possible all appointments should be arranged outside working hours. Appointments made for during the day can greatly affect the working schedule of your department. Please provide your **manager** with plenty of notice of your appointment and produce an appointment card for back up.

3.10 ABSENCE MANAGEMENT

When a pattern of absenteeism develops or where an individual is persistently absent, disciplinary action will be taken.

4 SAFEGUARDS

4.1 RIGHT OF SEARCH

The Company reserves the right to carry out independent searches of employees and their property (including vehicles) where the circumstances warrant it. Selection for Search does not imply suspicion in relation to any individual. It is part of the company's duty of care to ensure searches are conducted in a dignified and courteous manner. Your full co-operation in this matter is requested. However, the company reserves the right, should you refuse us the permission to conduct a search, to contact the Gardai.

If this should happen, a third party will accompany you to the premises at the time a search is taking place, or at the time that any further questioning takes place.

4.2 CONFIDENTIALITY

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

5 MOBILES PHONES

Where the company provides free access to the Internet to its customers, its use is solely for business activity. Sending or receiving personal calls, spending time on mobile phone during work hours is not permitted and may be considered as misconduct.

Abuse of internet facility as recreational activity may lead to disciplinary action, up to and including dismissal.

Personal calls can be made only in the case of emergency and with the prior permission of the Manager.

6 POLICIES & STANDARDS

6.1 WASTAGE

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

Reduce the level of food waste.

Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.

Use as minimum of cleaning product, packaging etc.

Start with the minimum of delay after arriving for work and after breaks.

Reduce the level of food waste.

Any deliberate damage to material, furniture, cutlery, stock, or property (including non-statutory safety equipment) or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

6.2 STANDARDS OF DRESS POLICY

As you are liable to meet customers and members of the public, it is important that you present a professional image about appearance and standards of dress. Where overalls are provided these must be always worn whilst at work and laundered on a regular basis. Where overalls are not provided you should wear clothes appropriate to your job responsibilities, and they should be always kept clean and tidy.

6.3 HOUSEKEEPING POLICY

Both from the point of view of safety and of appearance, work areas must be always kept clean and tidy. Failure to do so may result in disciplinary action under the company disciplinary procedure.

6.4 ENVIRONMENTAL, QUALITY SYSTEM, WELFARE &

HYGIENE

You should make yourself familiar with the HACCP policy in place.

6.5 PERSONAL SAFETY

You are required under health and safety legislation to ensure your own health and safety, and that of your colleagues and anyone else visiting your place of work, while at work. Failure to do so will lead to disciplinary action.

You must not take any action, which could threaten the health or safety of yourself, other employees, customers, or members of the public.

6.6 DRUGS & ALCOHOL POLICY STATEMENT

The company recognizes that alcohol, drugs or other substance abuse by individuals can have an adverse effect on their ability to perform work and consequently put themselves, the Company and others at significant risk.

All Employees must be able to perform their duties whilst on company business, or when they are in company site/work areas in such a manner that will not affect their safety or the safety of others.

If the Company has reasonable grounds to suspect that an Employee or Sub Contractor is under the influence of alcohol or drugs (illegal or misused legal substances), the employee may be relieved of their duties and subsequently sent home. The appropriate disciplinary action will then be invoked, up to and including dismissal.

The possession, distribution or sale of illegal drugs or any associated materials whilst you are on company business, or when you are in company areas/locations is strictly forbidden.

6.7 SMOKE FREE WORKPLACE POLICY

Purpose

Since 29 March 2004 the Irish Government has implemented a ban on smoking in the workplace in Ireland. This means that with effect from that date smoking is forbidden in enclosed places of work in Ireland. This includes office blocks, various buildings,

public houses/bars, restaurants, and company vehicles (cars and vans). The Act is regulated by the Public Health (Tobacco) Act, 2002 (Section 47) Regulations 2003.

A designated area on the company grounds is available for employees who wish to take a smoke break and **employees must ensure they have clocked out for all smoke breaks.**

Policy

It is the policy of the company that all its workplaces are smoke-free and that all employees have a right to work in a smoke free environment. Smoking is prohibited throughout the entire workplace except for the designated area with no exceptions. This policy applies to all employees, consultants, contractors, customers, and visitors.

Policy Infringements

Infringements by staff will be dealt with under local disciplinary procedures. Infringements by customers, clients etc. will be dealt with in accordance with the procedure set out below. Employees, consultants, contractors, customers and visitors who contravene legislation prohibiting smoking in the workplace are also liable to a criminal prosecution with an associated fine.

7 GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

7.1 CHANGES IN PERSONAL DETAILS

You must notify us of any changes to name, address, telephone number, etc., immediately so that we can maintain accurate information on our records and contact you in an emergency, if necessary, outside normal working hours.

7.2 OTHER EMPLOYMENT

Any additional employment you may have or are considering must be notified to us to enable us to assess any implications arising from the Organization of Working Time Act.

7.3 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 requested for these purposes may be granted at the discretion of the Manager and will normally be without pay.

7.4 EMPLOYEES' PROPERTY

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

7.5 BUYING OR SELLING OF GOODS

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

7.6 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.

7.7 POLITICAL AND RELIGIOUS ACTIVITIES

Although we have no political or religious bias, we are not prepared to allow any political or religious activities on our premises.

7.8 USE OF COMPANY PROPERTY

Use of Company property outside your employment is not permitted. Disciplinary action will be enacted should employees be found to have misused Company property.

8 DISCIPLINARY RULES AND PROCEDURES

8.1 INTRODUCTION

It is necessary to have a minimum number of rules in the interests of the whole organization.

The rules set standards of performance and behavior 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 emphasize and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be a means of punishment.

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.

The following rules and procedures should ensure that: -

- You are fully aware of the standards of performance, action and behavior required of you.
- Disciplinary action, where necessary, is taken speedily and in a fair, uniform, and consistent manner.
- You will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full 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.
- Other than for an “off the record” informal reprimand, you have the right to be accompanied by a fellow employee or union representative, as appropriate, who may act as a witness at all stages of the formal disciplinary process.
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- You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct.

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.

8.2 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 unsatisfactory conduct, 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.

8.3 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:
- Failure to abide by the general Health and Safety rules and procedures.
- Lateness on more than one occasion in a week or on more than three occasions in a month or persistent absenteeism
- Unsatisfactory standards or output of work
- Unauthorized use or negligent damage or loss of our property

Failure to report immediately any damage to property or premises caused by you.

8.4 RULES COVERING GROSS MISCONDUCT

These are examples only and not an exhaustive list:

- Smoking in designated nonsmoking areas
- Consumption of alcohol or drugs on the premises
- Rudeness toward customers, members of the public or other employees, objectionable or insulting behavior 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 our rules and procedures.
- Grossly indecent or immoral behavior, deliberate acts of unlawful discrimination or serious acts of harassment
- Dangerous behavior, fight or physical assault
- Possession or use of illicit drugs
- Deliberate falsification of any records (including time sheets, absence records and so on, in respect of you or any fellow employee)
- 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 us to lose faith in your integrity.
- Theft or unauthorized possession of money or property
 - 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.
 - Gross insubordination and/or continuing refusal to carry out legitimate instructions.
 - Abuse of the Personal Harassment Policy.

8.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you will be based on the following procedure: - Informal/ Counselling Stage

Stage 1 - Formal Verbal Warning

Stage 2 - First Written Warning

Stage 3 - Final Written Warning

Stage 4 – Dismissal

Please note, depending on the seriousness of the offence, an individual may enter the procedure at any stage. Offences classified as gross misconduct may be subject to summary dismissal and will lose their entitlement to pay in lieu of notice.

8.6 MISCONDUCT

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.

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.

8.7 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.

8.8 PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF ALL EMPLOYEES

Formal Verbal Warning	Manager / Managing Director
Written Warning	Manager / Managing Director
Final Written warning	Managing Director
Dismissal	Managing Director

8.9 PERIOD OF WARNINGS

- **Formal verbal warning:** A formal verbal warning will normally be deactivated after a 6-month period.
- **Written warning:** A written warning will normally be deactivated after a 12-month period.
- **Final written warning:** A final written warning will normally be deactivated after a 12-month period.

8.10 NOTES

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.

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 authorized to dismiss.

Gross misconduct offences will result in dismissal without notice. You have the right to appeal against any disciplinary action.

8.11 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 your individual terms of employment.

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

If you are appealing on the grounds that you have not committed the offence it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

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, and the result of the appeal will be made known to you in writing within five working days after the hearing.

Should the problem not be resolved at this stage, the parties will in normal circumstances refer the matter to the Labor Relations Commission for a Conciliation Conference or a Rights Commissioners Hearing, as appropriate, or to any other agreed third party for Conciliation.

Should the parties remain in dispute following this stage, the matter will be referred to the Labor Court for a full investigation.

8.12 GRIEVANCE PROCEDURE

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.

Nothing in this procedure 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, please make this clear at the outset.

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:

First raise the matter with the person indicated in your individual

terms of employment, either verbally or in writing.

Explain fully the nature and extent of your grievance. If you wish, a fellow employee or union representative can be present with you to help you to explain the situation more clearly.

Failing resolution, the matter will be referred to the next line of Management where appropriate. This is the final stage of the grievance procedure within the Company.

Should the problem not be resolved at this stage, the parties will in normal circumstances refer the matter to the Labor Relations Commission for a Conciliation Conference or a Rights Commissioners Hearing, as appropriate, or to any other agreed third party for Conciliation.

Should the parties remain in dispute following this stage, the matter will be referred to the Labor Court for a full investigation.

Following receipt of the Labor Courts recommendation the parties shall meet within 14 days to exchange their views on the findings. In the event of either or both sides rejecting the terms of a Labor Court Recommendation, one party shall give the other notice of their intention to take whatever action/steps as they may decide and confirm same in writing.

8.13 PERSONAL HARASSMENT

Many people in our society are victimized and harassed as a result of their race, creed, color, nationality, sex or disability.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favors, threatening behavior and actual physical abuse. Whatever form it takes, personal harassment is always serious and is to totally unacceptable.

We recognize that personal harassment can exist in the workplace as well as outside and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working

environment.

8.14 PERSONAL HARASSMENT POLICY

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

We have published these procedures to inform employees of the type of behavior that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognize that we have a duty to implement this policy and all employees are expected to comply with it.

8.15 EXAMPLES OF PERSONAL HARASSMENT

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

- Insensitive jokes and pranks
- Lewd or abusive comments about appearance
- Deliberate exclusion from conversations
- Displaying abusive or offensive writing or material
- Unwelcome touching
- Abusive, threatening, or insulting words or behavior.

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

9 COMPLAINING ABOUT PERSONAL HARASSMENT

9.1 INFORMAL COMPLAINT

We recognize 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 that person has a direct supervisory responsibility for you) as a confidential helper. This

person cannot be the Managing Director who will be 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 behavior 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.

9.2 FORMAL COMPLAINT

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Managing Director 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: -

- The name of the alleged harasser.
- The nature of the alleged harassment.
- The dates and times when the alleged harassment occurred.
- The names of any witnesses.
- 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. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with our disciplinary 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 is 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. The investigator will consider any points of concern before a final report is sent, in writing, to you and to the alleged harasser.

11.3 NOTES

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.

If you bring a complaint of harassment, you will not be victimized 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.

10 TERMINATIONS OF EMPLOYMENT

10.1 REDUNDANCY POLICY

Should circumstances arise where redundancy is seen to be a possibility, the first steps will be to: -

Reduce overtime to a workable minimum.

Restrict recruitment.

Investigate measures, such as short time working and/or lay off without pay as a means of avoiding redundancies.

If redundancies cannot be avoided, consideration will be given to applications for voluntary redundancy, where appropriate.

If the selection of employees for redundancy becomes necessary, the criteria for selection will be in accordance with custom and practice and the skills requirement in the Company.

At all times the overriding consideration will be the future viability of the business.

10.2 RETIREMENT

The normal age for retirement is 65, and it is our policy for employees to retire at the end of the week in which their 65th birthday falls. In certain circumstances consideration may be given

to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of the Managing Director and will be on a contract basis only.

10.3 RETURN OF COMPANY PROPERTY

On the termination of your employment you must return all company property to Senior Management 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.

10 REVIEW CLAUSE

The Company reserves the right to review and amend its policies and procedures as deemed necessary. These changes will be implemented following consultation with employees and their representatives.

I accept and agree to be bound by the above terms and conditions of the company handbook and my contract of employment for the duration of my employment with La Pause Gourmande Ltd.

Name of Employee (Print Name Block Capitals)

Signature of Employee:

DATED: _____

