Employee Handbook

Future Connect

Step up your game

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1 - Introduction

1.1 Welcome

As an employee of Future Connect Training you will receive a written Statement of Terms and Conditions of Employment also referred to as a Contract of Employment. This document outlines the general Terms and Conditions of Employment and is a confidential document between you and Future Connect Training. Please read this Statement carefully and sign it. This signifies your acceptance of the Terms and Conditions under which you are employed. You should retain a copy of this document and a second copy will be retained by Future Connect Training.

1.2 Purpose of this Handbook

This handbook contains company information and a summary of 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 Future Connect Training's policies, procedures and rules.

The information contained in this handbook applies to all our employees. Following the policies described in this handbook is considered a condition of continued employment. Failure to do so may result in the wDisciplinary Procedures being invoked. The contents of this handbook shall not constitute nor be construed as a promise of employment or as a contract between Future Connect Training 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.

Future Connect Training reserves the right to make reasonable changes to any of your terms and conditions of employment. Future Connect Training will notify you in writing of such changes at the earliest opportunity or in any event no more than one month after such change has taken place. Any changes will be deemed to have been accepted unless written notification of any objection has been received before the end of any notification period.

Whilst this handbook aims to provide a comprehensive guide to Future Connect Training's terms and conditions of employment, your offer of employment, statement of employment and/or other company's policies and procedures may provide more authoritative details.

1.3 Employment Records

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

1.4 Data Protection

Future Connect Training will hold and collect data in relation to you in your employment. This is for the purpose of administration and management and also in compliance with applicable laws and regulations. All data will be treated with the utmost confidentiality.

Future Connect Training is committed to:

- Keeping all personal information confidential and secure
- Making sure the information is accurate, up-to-date and as complete as possible
- Removing irrelevant information as necessary
- Complying with the GDPR regulations.

All personal information regarding your employment may be held on computer and also in your personnel file. Copies of any letters, memos or emails relating to changes in your terms and conditions of employment may also be stored electronically or on your personnel file.

Information will not be disclosed to any external third party without your consent, except where it is necessary in order to comply with statutory requirements or where an organisation is acting on behalf of Future Connect Training. Internally the information may be made available to your manager and/or members of the senior management team, as circumstances dictate. You may, at any time, request access to the information held about you; such requests should be made to your manager and access will be provided within a reasonable period.

2 - Company Policies and Procedures

2.1 Disciplinary Procedures

2.1.1 Purpose of Policy

Future Connect Training is committed to treating all staff fairly and equitably and to helping employees perform effectively. However, there may be occasions when it will be necessary to invoke Disciplinary Procedures which are designed to protect the interests of both Future Connect Training and its employees. Each employee's right to natural justice and fair procedures will be upheld at all times.

2.1.2 Scope

This policy applies to all employees, whether full-time, part-time, fixed-term, temporary or permanent. The progressive steps provided for in the policy may be skipped when applied to employees during their probationary period or in circumstances where it is deemed necessary by Future Connect Training to do so.

2.1.3 Policy

Future Connect Training aims to avoid situations requiring disciplinary action to be taken. An informal procedure is included in this policy in an effort to ensure that where company standards and rules are not being adhered to, an employee's manager/ supervisor may raise these issues with the employee concerned in an informal manner, to address the situation and resolve it without initiating disciplinary action.

Where there is a persistent failure on the part of an employee to adhere to the rules and standards of behaviour expected, or where a serious breach of this policy occurs, then disciplinary action may become necessary. Where this situation arises, each case will be treated consistently and reasonably. The employee will be given the opportunity to provide his/ her version of events, with mitigating circumstances to be taken into account.

Managers/supervisors will use their best efforts to:

- Ensure that all cases are thoroughly investigated
- Avoid any discrimination
- Prepare carefully and be consistent
- Adhere to this procedure

2.1.4 Offences

2.1.4.1 Misconduct

Normally, the following list of offences of misconduct will be considered as appropriate reasons for initiating disciplinary action.

- Unauthorised use of Future Connect Training's assets and equipment.
- Failing to follow the procedures in respect of absence due to sickness or injury.
- Minor breach of the written statement of terms and conditions of employment.
- Minor damage to Future Connect Training property.
- Minor breach of company rules.
- Minor failure to observe company policies or procedures.
- Regular unreasonable and/or unexplained absences.
- Poor time keeping.
- Poor job performance.

This list is not exhaustive and all cases will be treated individually.

2.1.4.2 Gross Misconduct

The following offences are examples of gross misconduct. These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure. Gross misconduct will result in the initiation of Future Connect Training disciplinary procedure, and may result in immediate dismissal with or without notice or pay in lieu of notice.

- Divulging or misusing confidential information.
- Theft or unauthorised possession of any property or facilities of Future Connect Training.
- Insubordination e.g. Refusal to obey reasonable instructions given by those with authority to give such instructions, except where the employee's safety may reasonably be endangered by the instruction. Sexual harassment, harassment and/or bullying.
- Serious breach of rules, policies or procedures, especially those designed to ensure safety.
- Consumption of alcohol or drugs, which could affect work performance in any way or have an impact on other employees.
- The manufacture, possession or distribution of any controlled substance in the workplace or on the premises.
- Defrauding or attempting to defraud Future Connect Training, customers, suppliers or fellow employees.

- Unauthorised use of email, telephones, voicemail and computer systems.
- Falsification of any company records including reports, accounts, expenses claims or self-certification forms.
- Serious damage to company property.
- Violent, dangerous or wrong conduct.
- Timekeeping offences.
- Conviction for, or failure to disclose to Future Connect Training, any criminal offence which may render the employee unsuitable for employment or perceived as unacceptable to other employees or customers or which is likely to adversely affect Future Connect Training's interest.

This list is not exhaustive and all cases will be treated individually.

2.1.5 Procedures

Future Connect Training's procedure on disciplinary issues is as follows:

2.1.5.1 Informal Counselling

Minor misconduct, poor performance or minor breaches of rules will normally result in informal counselling or advice being given by the immediate manager/supervisor. If this approach is not successful it may be necessary to use the formal disciplinary procedure.

2.1.5.2 Formal Disciplinary Procedure

This procedure will be used in cases of breaches of the rules or poor performance which have not been remedied by informal counselling. Normally the procedure will follow the stages listed below, although it is acceptable to move immediately to Stages 3, 4 or 5 if a case appears sufficiently serious.

From the first formal stage of the disciplinary procedure, employees are advised and have the option to have a colleague/ workplace representative present.

2.1.5.2.1 The Investigation Procedure

Prior to taking the decision to invoke the disciplinary procedure, Future Connect Training will ensure that the situation has been thoroughly investigated.

This will be a fact finding process and will require the gathering of detailed information. It may necessitate the carrying out of formal interviews and the taking of written statements.

It is an integral part of the process and on occasions may require employees to be suspended on full pay, while it is carried out. Suspension on pay is not considered to be action taken under the disciplinary procedure. It is there to ensure that issues are dealt with in a fair and reasonable manner.

Equally, the employee has the right to present information in the defence of his/her position, if the decision is taken to invoke the disciplinary procedure.

Once the investigation has been completed the Manager will inform the employee of the findings and the outcome. Where the decision is taken to invoke the disciplinary procedure then the employee will be informed of the case against them, so they can respond in an informed manner at a disciplinary hearing.

Where the decision is taken not to take disciplinary action, the employee will be counselled.

2.1.5.2.2 The Disciplinary Procedure

The following disciplinary measures and procedures will apply in matters of discipline, the constant repetition of minor offences, wilful negligence or unsatisfactory performance or written complaints against employees received through the Grievance Procedure, that are found to be proven against the employees.

At each stage in the procedure a disciplinary meeting will be held where all the facts will be considered and any mitigating circumstances discussed. Where a warning is issued, a copy will be placed on the employees personnel file for a defined period. All warnings issued under this procedure will state clealy that the employee will be liable for further disciplinary action should their performance not improve or should there be a further breach of company rules or procedures. In the event of no further transgression occurring and the performance improving, the warning will be removed after a period of no more than 12 months, other than in exceptional circumstances, and the employee's file will be clear. The employee will also be advised of his/her right to appeal against disciplinary action taken.

The stages in the procedure are as follows:

Stage 1: Verbal Warning

Stage 2: First Written Warning

Stage 3: Final Written Warning

The final written warning will state clearly that the next stage may be termination of employment if conduct and/or performance do not improve.

Stage 4: Action Short of Dismissal
In exceptional circumstances, and depending on the individual case, Future Connect Training may exercise its discretion to suspend with or without pay. Demotion to a lower position or rate of pay and transfer to another position may also be considered. This is action short of dismissal.

Stage 5: Dismissal
In an instance of gross misconduct, an employee will normally be dismissed without going through the previous stages of procedure. In these circumstances a full investigation will be conducted and a disciplinary meeting will be held. This will follow the normal procedures outlined above, but the outcome, if found to be gross misconduct, will almost certainly result in dismissal due to the serious nature of the situation. Examples of offences are outlined in this procedure under Gross Misconduct.

2.1.6 Appeals

At any stage, the employee has the right to appeal in writing above the level of the Manager taking the action, within seven days of notification of a decision.

Appeals will be dealt with as expeditiously as possible within a timeframe proportionate with the seriousness of the issue. Nothing in this policy affects an employee's right to further appeal in line with the established employment laws and Code of Practice.

2.2 Grievance/Dispute Procedures

Grievances will occur in the normal course of interaction in any organisation or workplace. It is accepted that failure to provide a procedure to deal adequately with these grievances, as they arise, will inevitably lead to disputes affecting not only the aggrieved party but all those employed in Future Connect Training/

workplace.

It is Future Connect Training's intention to settle amicably, at all times, any disagreements between Future Connect Training and individual employees or groups of employees, or between employees themselves. All grievances will be dealt with, without undue delay and at the earliest possible stage of this procedure. A senior member of management will ensure that all grievances will be dealt with consistently and fairly having regard to:

- Company Policy
- Custom and Practice within Future Connect Training

Stage 1

You should raise the matter with your Supervisor/Manager who will make every effort to solve the problem as quickly as possible. The matter will be discussed informally by the employee or employees concerned, with their immediate supervisor and agree any corrective actions.

Stage 2

If you feel the problem has not been solved within a reasonable time or if you feel the solution is unsatisfactory, the matter will be referred to senior management. A meeting will take place within a reasonable period appropriate to the issue.

Stage 3

Should the matter remain unresolved, it may be referred to the appropriate body in line with the Labour Relations Commission's Code of Practice.

During the period in which the above procedure is being followed, all employees are expected to co-operate with normal working arrangements as stipulated by Future Connect Training.

2.3 Bullying and Harassment Policy and Procedure

Future Connect Training is committed to the promotion and implementation of all necessary measures to protect the dignity of employees and to encourage respect in the workplace. This will be done by creating a work environment, free from harassment, sexual harassment; bullying and disrespectful behaviour through implementation of effective procedures to deal with any complaints of such conduct as may arise.

Harassment, sexual harassment, bullying or disrespectful behaviour takes many forms and can be of a verbal, physical or visual nature. It can be described as unwanted behaviour, which a person finds intimidating, upsetting, embarrassing, humiliating or offensive. It affects the dignity of men and women at work.

It is essential to remember that it is not the intention of the person responsible for the behaviour which is most important in deciding whether harassment, sexual harassment, or bullying has occurred, but whether the incidents are acceptable by normal standards of behaviour.

2.3.1 Harassment, Sexual Harassment and Bullying

2.3.1.1 Harassment

“Harassment is any form of unwanted conduct related to any of the discriminatory grounds.”

In particular employees cannot and should not comment to or about, harass, or discriminate against each other on any of the following nine grounds:

- Gender
- Marital status
- Family status
- Sexual orientation
- Religious belief or lack of religious belief
- Age
- Disability, lack of disability or the nature of disability
- Race, colour, nationality or ethnic or national origins
- Membership or non-membership of the traveller community

Harassment may consist of a single incident or repeated inappropriate behaviour. The following are examples of inappropriate behaviour, which may constitute harassment. These examples are illustrative but not exhaustive:

- Verbal harassment, e.g. jokes, derogatory comments, ridicule or song
- Written harassment, e.g. text messages, e-mails or notices
- Physical harassment, e.g. jostling or shoving
- Intimidatory harassment, e.g. gestures or threatening poses
- Visual displays, e.g. posters, emblems or badges
- Persistent negative body language
- Ostracising or exclusion of a person
- An act of harassment may occur outside the work premises or normal working hours provided the perpetrator was acting in the course of employment, for example, at a training course, conference or work-related social event.

2.3.1.2 Sexual Harassment

“Sexual harassment is any form of unwanted verbal, non-verbal or physical conduct of a sexual nature, being conduct which in either case has the purpose or effect of violating a person’s dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

Without prejudice to the generality of the above, such unwanted conduct may consist of acts, requests, spoken words, gestures or the production, display or circulation of written words, pictures or other material.”

Sexual harassment may consist of a single incident or repeated inappropriate behaviour. The examples of types of inappropriate behaviour contained in the section on harassment apply in the case of sexual harassment also.

2.3.1.3 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.

The following are examples of bullying behaviour:

- Undermining an individual’s right to dignity at work
- Humiliation
- Intimidation

- Verbal abuse
- Victimisation
- Exclusion and isolation
- Intrusion by pestering, spying and stalking
- Repeated unreasonable assignments to duties that are obviously unfavourable to one individual
- Repeated requests giving impossible deadlines or impossible tasks
- Implied threats
- Gestures

The above list is representative only, not exhaustive, and should be used as guidance.

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.

Complaints relating to instructions issued by a Manager, assignment of duties, terms and conditions of employment or other matters, which are appropriate for referral under other normal grievance procedures, do not constitute bullying.

Legitimate management responses to pressurised situations which require an immediate action are not considered to be bullying.

Constructive and fair criticism of an employee’s conduct or work performance is not bullying.

2.3.1.4 Lack of Respect

Lack of respect can be shown by direct comments, sarcasm, snide remarks, inappropriate jokes or banter directed towards a colleague. It can also arise where colleagues are ignored, overlooked, avoided or shunned without good reason and in a manner likely to be hurtful or disrespectful. Jokes or comments directed at or referring to a colleague could be thought amusing by others but unpleasant, uncomfortable or hurtful to that colleague.

2.3.2 Procedures

2.3.2.1 Informal Procedure

While in no way diminishing the issue or the effects on individuals, an informal approach can often resolve matters. As a general rule therefore, an attempt should be made to address an allegation of bullying as informally as possible by means of an agreed informal procedure. The objective of this approach is to resolve the difficulty with the minimum of conflict and stress for the individuals involved.

(a) Any employee who believes he or she is being bullied should explain clearly to the respondent(s) that the behaviour in question is unacceptable. In circumstances where the complainant finds it difficult to approach the respondent(s) directly, he or she should seek help and advice, on a strictly confidential basis, from a contact person. Volunteers for contact persons will be sought and a list of contact person(s) will be circulated to all staff and updated from time to time.

At this stage the contact person should listen patiently, be supportive and discuss the various options open to the employee concerned.

(b) 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.

2.3.2.2 Formal Procedure

If an informal approach is inappropriate or if after the informal stage, the bullying persists, the following formal procedures should be invoked:

The complainant should make a formal complaint in writing to his/her immediate supervisor, or if preferred, any member of management. The complaint should be connected to precise details of actual incidents of bullying. The respondent(s) should be notified in writing that an allegation of bullying has been made against them.

They should be given a copy of the complainant's statement and advised that they shall be afforded a fair opportunity to respond to the allegation(s).

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 less formally.

The option of mediation will always be considered prior to investigation.

Should either of these approaches be deemed inappropriate or inconclusive, a formal investigation of the complaint should take place with a view to determining the facts and the credibility or otherwise of the allegation(s).

2.3.2.3 Investigation

The investigation should be conducted by either a designated member or members of management or, if deemed appropriate, an agreed third party. The investigation should be conducted thoroughly, objectively, with sensitivity, utmost confidentiality, and with due respect for the rights of both the complainant(s) and the respondent(s).

The investigation should be governed by terms of reference, preferably agreed between the parties in advance.

The investigator(s) should meet with the complainant and respondent(s) and any witnesses or relevant persons on an individual confidential basis with a view to establishing the facts surrounding the allegation(s). Both the complainant and respondent(s) may be accompanied by a work colleague or employee representative if so desired.

Every effort should be made to carry out and complete the investigation as quickly as possible and preferably within an agreed timeframe.

On completion of the investigation, the investigator(s) should submit a written report to management containing the findings of the investigation.

The parties will be given the opportunity to comment on the findings before any action is decided upon by management.

The complainant and the respondent(s) should be informed in writing of the findings of the investigation.

2.3.2.4 Outcome

Should management decide that the complaint is well founded; the respondent(s) should be given a formal interview to determine an appropriate course of action. Such action could, for example, involve counselling and/or monitoring, or progressing the issue through the disciplinary procedure.

If any party is unhappy with the outcome of the investigation, the issue may be processed through the normal industrial relations or equality mechanisms.

Where a complaint is not sustained, no action will be taken against a complainant provided that the complaint was made in good faith.

In the interest of all employees, any malicious or vexatious complaints will be treated very seriously and may lead to disciplinary action against the complainant.

2.4 Health and Safety Policy

Future Connect Training places great emphasis on Health and Safety matters and undertakes to carry out its business in such a way as to ensure the safety, health and welfare of all its employees, visitors and the general public in accordance with the Safety Health and Welfare at Work legislation. Therefore, every employee must co-operate to enable compliance with all statutory duties. This section is not the Safety statement which can be requested from your manager.

The Health and Safety policy requires total commitment from all employees consistent with the following:

Each individual has a legal obligation to take reasonable care for his or her own safety and for the safety of other people who may be affected by his or her acts or omissions. Complying with instructions and procedures issued.

- Reporting any serious danger to health and safety, to your manager.
- Reporting to your manager, any incidents which have or may lead or might have led to injury.
- Co-operating with any investigation to prevent accidents.
- Using equipment or substances in accordance with information or training.

When working with young people (under 18 years of age), consideration should be made for their lack of experience and maturity in regard to their safety.

2.4.1 Principles applying to Health and Safety

Look where you are going and proceed cautiously, avoid running and rushing – it’s better to be safe than sorry. Make sure you understand what you are doing before you operate any equipment or machinery, however simple, on your own.

When lifting and handling, keep your back straight and if the item is too heavy for you to lift on your own, ask for help.
Clean up - your untidiness or carelessness could cause injury to someone else.

Wear protective clothing (PPE) including goggles, ear protectors, gloves and boots when appropriate or advised to.

- Do not operate machinery or equipment without taking proper instruction.
- Do not clean any machinery or equipment whilst in motion or without turning it off
- Do not interfere with any safety equipment or guards on machinery.
- Do not interfere with any electrical wiring in any way.
- Do not obstruct exits and doorways.

2.4.2 Accident Reporting

You have an obligation to report any accident/incident or anything that has come to your attention during the working day that may be unsafe.

If you or your colleague is involved in an accident at work, it must be reported to your manager and appropriately recorded. All accidents, however minor, must be recorded. This gives Future Connect Training the opportunity to investigate the causes and prevent similar accidents happening in the future.

In the event of a serious or notified accident or dangerous occurrence, it is essential that Future Connect Training's safety officer is advised as soon as possible, in order that suitable action is taken.

If you see something which is unsafe and cannot correct it, report it to you manager.

If you have any questions about reporting accidents or safety, please speak to your manager.

2.4.3 Fire

Fire presents significant risk to Future Connect Training. It can kill or seriously injure employees or visitors and can damage or destroy buildings, equipment and stock. As an employee you must co-operate with Future Connect Training to ensure the workplace is safe from fire and its effects and you must not do anything which will place yourself or others at risk. You must inform your manager if you discover any significant risk which might affect the safety of others and co-operate with all measures to reduce/control the risks. You should ensure you know about the fire warning system and how to operate and respond to it.

The following simple points will help to reduce the risk from

- Escape routes must be free from any obstructions.
- Good standards of housekeeping.
- Keep workplaces tidy.
- Regularly remove any combustible waste.
- Keep ignition sources away from combustible material.

2.4.4 First Aid

Future Connect Training has designated employees trained in Emergency First Aid. For details ask your manager to familiarise you with these people and the position of First Aid boxes.

2.4.5 Personal Protective Equipment

Your job may require you to wear personal protective equipment (PPE). Please ensure that you do so at all times that it is required and that it is fit for its intended use. Any deficiencies or damaged equipment must be reported without delay.

2.4.6 Smoke-free Workplace

Since 29th March, 2004 the Irish government has implemented a ban on smoking in the workplace. This ban was introduced as part of the Public Health (Tobacco) Act, 2002 (Section 47) Regulations 2003. The purpose of this ban is to offer protection to employees and the public who are exposed to the harmful and toxic effects of tobacco smoke in the workplace.

Future Connect Training is obliged to protect the health of staff, customers and visitors to their premises. Any person found guilty of breaching the ban may be subject to a fine under the legislation. Breaches of the smoking regulations will be dealt with under Future Connect Training's disciplinary procedure.

Future Connect Training does not provide smoking breaks for employees.

2.5 Equality Policy

2.5.1 Introduction

Future Connect Training is an Equal Opportunities Employer. As such it is committed to Equality of Opportunity for existing and potential employees. The purpose of this Equal Opportunity/Diversity Policy is to create a workplace which provides for Equal Opportunities for all staff and potential staff and where their dignity is protected and respected at all times.

All persons regardless of Gender, Marital status, Family status, Race, Religious beliefs, Sexual Orientation, Disability, Age, or Membership of the Travelling Community will be provided with equality of access to employment and also encouraged and assisted to achieve their full potential. We will continue to foster a genuine culture of Equality.

2.5.2 Objectives

The aim of the policy, in terms of employment, is to ensure that no job applicant or employee receives less favourable treatment on any grounds which cannot be shown to be justified. This applies to Recruitment and Selection, Training, Promotion, Pay and Employee Benefits, Employee Grievances and Discipline Procedures and all Terms and Conditions of Employment.

2.5.3 Responsibilities

The responsibility for ensuring the provision of Equality of Opportunity rests primarily with Future Connect Training as an employer. Managers and Supervisors have particular responsibility to engender respect for difference and to accommodate Diversity where appropriate.

All staff has an important role to play in ensuring Equality of Opportunity throughout Future Connect Training. It is also recognised that individual employees on behalf of Future Connect Training have responsibilities in law and are:

1. Required to co-operate with any measures introduced by Future Connect Training to promote Equal Opportunities.

2. Must not themselves, either directly or indirectly, discriminate against fellow employees or harass or intimidate them in any way.

2.5.4 Structures

Future Connect Training is committed to ensuring that appropriate arrangements are in place for effective implementation, monitoring and review of the policy.

This policy will be communicated at every level within Future Connect Training.

2.5.5 Recruitment and Selection

Future Connect Training will select those suitable for employment solely on the basis of merit. Any job advertisements, application forms and publicity material will encourage applications from all suitable candidates and will not discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The objective is to ensure that all candidates have Equality of access to all job vacancies.

Where possible and practicable, efforts will be made to ensure that interview panels are balanced and that interviewers are trained to conduct interviews in a non-discriminatory way and those questions will relate to the requirements of the job.

Relevant questions will be asked of all candidates and evaluated in the same way and interviewers will be careful not to ask questions which might be taken as discriminatory.

Selection will be on merit and those who are successful shall demonstrate their suitability for employment according to pre-determined job-related selection criteria which will be consistently applied throughout the recruitment process.

Equality of Opportunity will also include accommodating, where possible, the special needs of individuals to facilitate their participation in the Recruitment and Selection process.

2.5.6 Career Development and Training

Available opportunities for Career Development and Training will be open to all and will not discriminate directly or indirectly on any of the grounds outlined in the Equality legislation. All employees will be provided with every reasonable opportunity to acquire the range of training, skills and experience necessary for their career development.

Opportunities for training and/or promotion will be based on the requirements of the job and career development will be based on people’s abilities and merit. Future Connect Training is committed to a relevant training and career development policy for all staff irrespective of background.

2.5.7 Complaints and Redress

All complaints from employees in relation to employment equality or alleged discrimination will be handled in accordance with grievance procedures. Any person who wishes to raise issues concerning alleged discrimination or unfairness should do so in the first instance by contacting their manager.

We are committed to ensuring that all issues concerning alleged breaches of this policy will be dealt with seriously, promptly and with appropriate regard for confidentiality.

2.5.8 Harassment and Bullying

Future Connect Training is committed to providing a safe and secure working environment that is free of harassment (including sexual harassment) and bullying and within which all members of staff will be treated with dignity and respect. All employees have an obligation to prevent and eliminate bullying and harassment. A specific Bullying and Harassment policy and procedures is in place.

2.5.9 Positive Action

Future Connect Training is permitted under the Employment Equality Act to take measures to promote equal opportunity for men and women, in particular by removing inequalities affecting women's access to training, promotion and work conditions.

Future Connect Training may also take measures to reduce or eliminate the effects of discrimination by seeking to integrate the following persons into employment:

(a) persons over 50;

(b) persons with a disability;

(c) Members of the Traveller Community.

2.5.10 Review and Monitoring

Progress in the areas of Equal Opportunities and Diversity will be measured through the continuous monitoring of the implementation of the Equal Opportunities/Diversity strategy. All aspects of this Equality Policy will be monitored and reviewed by Future Connect Training from time to time.

2.6 Redundancy Policy

It is recognised that circumstances may arise which leave Future Connect Training with no alternative but to declare redundancies.

Where employees are made redundant, the prime consideration will be to protect the employment of as many people as possible, consistent with maintaining a fully efficient operation. Therefore, selection will be based on retaining key employees required to maintain an efficient operation. In the event of a redundancy situation arising, Future Connect Training is not bound to a "last in- first out" policy or any other specific policy. Each situation will be treated in line with Future Connect Training's business requirements based on circumstances at the time. All employees will be treated equally and selection will be carried out in a fair manner against appropriate selection criteria.

Should the need for redundancy arise, appropriate consultation with employees will take place.

2.7 Visitors

To provide for safety and security of employees, visitors, and the facilities at Future Connect Training, only authorised visitors are allowed in the workplace. Restricting unauthorised visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

3 Terms and Conditions

3.1 Probationary Policy

All new employees are required to satisfactorily complete a probationary period as set out in the Contract of Employment or Statement of Terms of Employment. During this period, performance in doing the job and potential abilities are evaluated to determine suitability for the position and Future Connect Training. Future Connect Training will endeavour to ensure that performance is reviewed throughout the probationary period and feedback given. At the end of this probationary period, a formal performance review meeting will be held between the employee and his or her manager and if satisfactory, your position will be confirmed.

Future Connect Training reserves the right to extend the probationary period of an employee should this be deemed necessary in order to adequately evaluate the individual’s overall suitability.

During the probationary period either party may terminate the contract by giving notice in writing in accordance with the Minimum Notice and Terms of Employment Acts 1973 to 2001. Future Connect Training reserves the right to terminate employment at its discretion during probation and normal disciplinary procedures will not apply. Future Connect Training at all times reserves the right to pay you your basic salary in lieu of notice.

3.2 Hours of Work

Normal weekly working hours are set out in your Contract of Employment or Statement of Terms and Conditions.

The way in which you work these hours may be changed from time to time.

All breaks must be taken at a time agreed with your manager.

You will be given reasonable notice of any change to your hours or requirement to work overtime. Overtime is designed to provide Future Connect Training with flexibility to meet changing demands on the business. Only employees whose contract of employment deems them eligible for payment for overtime will receive such payments.

Future Connect Training will use appropriate means to record attendance. Employees should be at their place of work, ready to start work at normal starting time. Future Connect Training an aches great importance to punctuality.

If you are a young worker under the age of 18, working time regulations may prohibit you from working more than 8 hours a day or 40 hours a week. However, there are certain exceptions.

3.3 Breaks and Rest Periods

Under working time legislation, all employees working in excess of 4.5 hours must take a minimum of a 15 minute break, and employees working in excess of 6 hours must take a minimum of a 30 minute break. If you fail to receive these breaks, please let your manager know. This should be reported within one week of the incident.

3.4 Absence

Employees absent from work without prior permission must notify Future Connect Training within a certain number of hours of their scheduled starting time. This number of hours is specified in the employee’s contract of employment. All absences other than certified illness, force majeure, annual leave or written leave of absence approved by management, may be subject to disciplinary action in accordance with the procedures outlined.

An employee absent through illness or injury for more than a certain number of consecutive working days must provide a doctor’s certificate not later than the following day of absence. This number of days is specified in the employee’s contract of employment. This certificate must cover the period of illness, indicate the nature of the illness and contain a declaration as to when the employee is expected to be fit to resume normal duties.

Future Connect Training reserves the right to have an employee examined by a doctor of its choice. Failure to comply with such a request may result in disciplinary action being taken.

3.5 Hygiene

The highest standards of hygiene must be maintained at all times. All employees must comply with company requirements with regard to hygiene standards.

3.6 Dress Code

Employees should ensure that they adhere to the highest standards of personal appearance at all times and dress in clothes that are suitable for the work situation. Specific guidelines may be given by your manager from time to time. Where a uniform is required, this should be worn at all times. Any requirements for health and safety should be adhered to at all times.

3.7 Alcohol and Drugs

Future Connect Training is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position. The rules apply during working hours to all employees of Future Connect Training while they are on company premises or elsewhere on company business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited.
Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited.
Working while under the influence of prescription drugs that impair performance is prohibited.
In implementing this policy, Future Connect Training reserves the right to undertake random drug tests.

3.8 E-Mail, Internet and Telecommunications Use

Electronic mail enables Future Connect Training to communicate promptly and efficiently with customers and suppliers. While e-mail brings many benefits to Future Connect Training in terms of its communications, it also brings risks to Future Connect Training. For this reason, it is necessary for Future Connect Training to set down specific rules for the use of e-mail and internet within Future Connect Training.

Every employee has a responsibility to maintain Future Connect Training’s image, to use electronic resources in a productive manner and to avoid placing Future Connect Training at risk of legal liability based on their use. Employees must ensure that current Data Protection legislation is not breached, and where a breach occurs that it is reported without delay.

E-mail is not to be used for private purposes and should not be used for any purpose other than company business.

Future Connect Training may have access to the internet in order to enable staff to obtain information specific to their role within Future Connect Training. Employees requiring access to the internet will need the approval of management. Internet connections are intended to support company business. General Internet access will only be provided with the permission of your manager. Use of the internet for private purposes is prohibited without the specific prior approval of an appropriate manager.

Employees may not disclose any inappropriate information regarding Future Connect Training by means of the internet, email or other means.
Employees may not download material which is not required for Future Connect Training’s purposes.
All software is the property of Future Connect Training and should not be misused or copied. Employees

must comply with all protocols and directives regarding internet security.

All of the above applies equally to other equipment and technology such as telephones, fax machines and other communication devices.

3.9 Monitoring of Internet and Email Use

Emails, the internet and other electronic communications are never entirely secure. Future Connect Training reserves the right to monitor and/or record the activities of all users on company systems. This may mean that any activity, including emails etc. may be intercepted, analysed and read if necessary. Any such monitoring will be undertaken consistent with current Data Protection legislation.

3.10 Confidentiality

Employees are required not to divulge secrets or any information, which is regarded as confidential by Future Connect Training or any associated companies or their business during or after your employment, except in the proper course of your employment or as required by law.

You may not remove any documents or effects belonging to Future Connect Training or which contain any confidential information from Future Connect Training’s premises at any time without proper advance authorisation.

You must return to Future Connect Training upon request and, in any event, upon the termination of your employment, all documents and effects belonging to Future Connect Training or which contain or refer to any confidential information and which are in your possession or under your control.

3.11 Right to Search

Future Connect Training reserves the right to search any employee, their property and vehicles and lockers at any time whilst they are at, coming to or leaving work, whether it be on Future Connect Training premises or elsewhere. Refusal to comply with a search request may be deemed serious misconduct.

3.12 Resignation and Termination

An employee may terminate his/her employment by giving notice as per the terms and conditions outlined in the contract of employment. Future Connect Training reserves the right to pay the appropriate payment in lieu of notice and may require the employee not to work the notice period.

The minimum period of notice to be given to an employee depends on the length of the employee’s reckonable service.

Notice to an employee will be in accordance with the Minimum Notice and Terms of Employment Acts 1973 to 2001 as follows:

Length of service from 13 weeks to less than 2 years: 1 week notice required
Length of service from 2 years to less than 5 years: 2 weeks’ notice required
Length of service from 5 years to less than 10 years: 4 weeks’ notice required
Length of service from 10 years to less than 15 years: 6 weeks’ notice required

Length of service of more than 15 years: 8 weeks' notice required

3.13 Lay-Off/Short-Time

While it is Future Connect Training's intention to provide continuity of employment, there may be circumstances outside Future Connect Training's control which may necessitate lay-off, short-time or reduced working hours. Should the need arise to lay off employees or put them on short-time or reduced working hours, Future Connect Training will give as much notice as is reasonable in the circumstances. Employees will only be paid for actual hours worked during such periods.

3.14 Exit Interviews

At the end of your employment, an exit interview may be conducted with you. The purpose is not only to handle organisational details, but also to find out why an employee is leaving and what Future Connect Training might do to improve the working environment for the future.

3.15 Company Telephones

Future Connect Training's telephones are intended for the use of serving our customers and in conducting Future Connect Training's business. Personal usage during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees should inform family members and friends to limit personal telephone calls during working hours. If an employee is found to be deviating from this policy, he/she may be subject to disciplinary action

3.16 Application Information

Future Connect Training relies upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

4 Leave and Benefits

4.1 Annual Leave

Annual leave will be as per The Organisation of Working Time Act 1997. Holidays must be taken in the leave year in which they are due. At management's discretion, an employee may be allowed to carry over days into the following leave year.

Under The Organisation of Working Time Act, annual leave is currently earned in one of the following ways:

(a) 117 hours per month = one and two-third working days per month;

(b) 1,365 hours during a leave year = four working weeks leave; or (where neither of the above applies)

(c) 8% of hours worked subject to a maximum of four working weeks.

4.2 Public Holidays

Employees are entitled to nine public holidays per year. These days are as follows:

1. New Year's Day
2. St Patrick's Day
3. Easter Monday
4. May Bank Holiday
5. June Bank Holiday
6. August Bank Holiday
7. October Bank Holiday
8. Christmas Day
9. St. Stephen's Day

Part-time employees qualify for public holiday entitlement provided they have worked at least 40 hours during the five weeks ending on the day before a public holiday. Employees who work or are normally work on the public holiday are entitled to a day's pay for the public holiday. Employees who are not normally requirted to work on the public holiday are entitled to one fifth of their normal weekly rate of remuneration for the public holiday. In respect of a public holiday the employee is entitled to whichever of the following Future Connect Training determines:

(a) a paid day off on the day in question; or
(b) a paid day off within a month of that day; or
(c) an extra day's annual leave; or
(d) An extra day's pay.

For example, if one of the public holidays listed falls on a day that is not usually worked by employees, such as Saturday or Sunday, the employer may decide on which of options (b) to (d) to apply, depending on the circumstances.

4.3 Maternity Leave

Arrangements for maternity leave will be in accordance with the provisions of the Maternity Protection Acts 1994 & 2004.

As a pregnant employee you are entitled to 26 weeks maternity leave around the time of birth of the child and an additional unpaid leave period up to a maximum of 16 weeks, following consultation with you and management. It is important that, of the 26 weeks, at least 2 weeks should be taken before the end of the week in which the baby is due, and 4 weeks after that date. The remaining 20 weeks may be taken before or after the birth.

You must give Future Connect Training at least 4 weeks' notice in writing of your intention to take maternity leave combined with a medical certificate confirming the expected week of the birth of the baby. If you wish to take additional maternity leave, this must be confirmed in writing 4 weeks before the end of the maternity leave period. When returning to work you should give 4 weeks' notice of your intended return to work date. You are entitled to paid time off for medical or related ante-natal and postnatal care. Please give management 2 weeks' notice of such appointments. Medical evidence of these appointments may be requested. During maternity leave your rights, such as annual leave, are preserved and continue to accrue as if you were not absent from work. While on maternity leave an employee will normally be entitled to maternity pay from the Department of Social Protection for the 26 weeks maternity leave, depending on meeting certain PRSI eligibility criteria. You should apply at least 6 weeks before you intend to commence maternity leave. Social welfare benefits are not payable during the optional additional 16 weeks maternity leave.

An employee, who is pregnant, has recently given birth or who is breastfeeding, will not be placed in any job that is a risk to her Health & Safety or that of her child. If such a risk exists Future Connect Training will remove the risk, re-assign the employee or place her on Health & Safety leave.
There are two Breastfeeding Arrangements in place.
Option 1 allows an employee, who is breastfeeding, to reduce her hours by 1 hour per day for the purposes of breastfeeding other than in the workplace.
Option 2 allows an employee, who is breastfeeding, to work breaks equivalent to 1 hour per day for the purposes of breastfeeding in the workplace.
Future Connect Training reserves the right to refuse payment for time-off to employees where there is an abuse of this procedure, and any such abuses will be dealt with under the Disciplinary Procedure.

4.4 Paternity Leave

There is no statutory entitlement to paternity leave in Ireland. However, fathers are entitled to maternity leave [often referred to as paternity leave] if the mother dies within 40 weeks of the birth. In these circumstances, the father is entitled to a period of leave, the extent of which depends on the actual date of the mother's death. If the mother dies within 24 weeks of the birth he has an optional right to the additional maternity leave. If the mother's death is over 24 weeks after the birth, the father is entitled to leave until 40 weeks after the birth. The leave starts within 7 days of the mother's death.

4.5 Parental Leave

Parental leave provides for unpaid leave from work for parents to look after their young children to a maximum age of 8 Years. In the case of an adopted child who is aged between 6 years and 8 years at the time of the adoption, the leave must be taken within 2 years of the adoption order, or if the child concerned has a disability, the leave must be taken before the child reaches 16 years of age or ceases to have that disability or any other disability (whichever occurs first).

All employees who have completed one year's continuous service on the date the parental leave is due to commence are entitled to 14 weeks' unpaid parental leave. Parental leave may be taken as a continuous block of 14 weeks, or two blocks of six or more weeks with a minimum of 10 weeks between each block.

An employee must give written notice to Future Connect Training of their intention to take parental leave, not later than 6 weeks before the commencement of the leave. Employees may be required to provide evidence of his or her entitlement to parental leave. Once notification of the intention to take parental leave has been made, a confirmation document must be prepared which must include:

- The date on which the leave will commence
- The duration of the leave
- The manner in which the leave will be taken
- The signatures of employer and employee

Management may decide to postpone the parental leave, for up to 6 months, if satisfied that granting the leave would have a substantial adverse effect on the operation of the business.

During parental leave, your rights such as annual leave and public holiday entitlement, are preserved and continue to accrue as if you were not absent from work.

Parental leave may be terminated if there are reasonable grounds to believe that it is being used for a purpose other than taking care of the child concerned.

4.6 Force Majeure Leave

Employees may avail of force majeure leave with pay for unplanned, extreme and urgent family reasons, where an immediate family member suffers an illness or injury and the employee's immediate presence with the injured party is absolutely indispensable.

Force majeure leave is limited to a maximum of 3 days in a consecutive 12 month period and a maximum of 5 days in a 36 month period. Absence for part of a day is counted as one day of force majeure leave. Family members are defined as:

- Child/Adoptive Child
- Spouse or Partner (only where partner is living with employee)
- Brother/Sister
- Parent/Grandparent

Force majeure leave will only apply in cases where the employee's personal presence is indispensable. If an alternative person (other family member, friend, babysitter) can be found to deal with the situation then this will not apply.

4.7 Carer's Leave

Carer's Leave will be granted in accordance with the terms and provisions of the Carer's Leave Act 2001.

A care recipient will be considered a "Relevant Person" if they need continual supervision and frequent assistance throughout the day in connection with normal bodily functions or need continual supervision in order to avoid danger to themselves or others.

Employees will be considered eligible to apply for Carer's Leave if:

1. They have completed 12 months continuous employment with Future Connect Training
2. The person they wish to look after is considered a "Relevant Person"
3. The employee will be providing full time care to the "Relevant Person"
4. The employee has provided Future Connect Training with a decision from a deciding officer from the Department of Social Protection

The Department of Social Protection will be responsible for ascertaining the validity of applications to avail of Carer's Leave.

Leave will be taken in either one continuous period of 104 weeks, or one or more periods, the total of which amounts to no more than 104 weeks.

An employee who proposes to avail of Carer's Leave must give written notice that they will be taking leave not later than 6 weeks before the date they are due to leave.

This notice must include:

- The proposal to take Carer's Leave
- The date when leave will commence
- The manner in which it is intended to take the leave
- Confirmation that an application has been made to the Department of Social Protection that the person to be cared for is a "Relevant Person".

An employee who is on Carer's Leave must give notice in writing to Future Connect Training, of his/her intention to return to work not less than 4 weeks before the date when he/she intends to do so. An employee while on Carer's Leave will be regarded as still being in employment and none of their rights relating to employment will be affected. Any employee on Carer's leave will be unpaid by Future Connect Training but will continue to accrue annual leave and public holiday entitlement for up to 13 weeks.

4.8 Adoptive Leave

Future Connect Training is committed to providing employees with the necessary support and leave to adoptive employees. Unpaid adoptive leave of 24 weeks is available to adoptive mothers and sole male adopters. The Department of Social Protection provides the payment of an adoptive leave benefit for employees taking statutory adoptive leave.

In addition to the minimum period of adoptive leave, an employee may elect to take up to 16 weeks additional adoptive leave. During this period there is no entitlement to social welfare adoptive leave benefit.

An adopting mother or sole male adopter must notify Future Connect Training in writing of their intention to take adoptive leave no later than 4 weeks of the expected date of placement, if you feel you can offer the date sooner, please do so. If you wish to take the additional adoptive leave of 16 weeks, you must inform Future Connect Training no later than 4 weeks before your expected return to work date.

During adoptive leave, your rights such as annual leave are preserved and continue to accrue as if you were not absent from work.

4.9 Jury Duty

In circumstances where an employee serves on a jury, Future Connect Training will grant paid leave in accordance with the Jury's Act 1976. Employees are required to attend work before and after each court session and submit written evidence to Future Connect Training of involvement in Jury duty.

Employees are excusable from jury service if they can show that they have attended to serve on a jury within the last three years, or if they can show to the Registrar's satisfaction that there is good reason why they should be excused.

Future Connect Training, with the employee's agreement, may apply for the employee to be exempt from jury service if releasing the employee may cause Future Connect Training difficulties. Employees are required to contact their manager if they are not selected for a jury on any day to ascertain whether or not they should return to work.

4.10 Compassionate Leave

Compassionate leave days are at the discretion of Future Connect Training. In all cases of personal tragedy, please inform management who will help arrange your absence from work.