

## THE NORTHERN IRELAND FEDERATION OF CLUBS

The attached copy Statement of Main Terms and Conditions of Employment has been provided to the Northern Ireland Federation of Clubs for the information of their members only. **The purpose is to assist each Club in the drafting of Statements of Main Terms and Conditions of Employment for their employees.** (The provisions contained in this document originate from both UK and EU Statutes).

THIS DOCUMENT MUST NOT BE **ADOPTED** BY MEMBERS FOR USE BY THEM AS THE STATEMENT; IT IS TO BE USED ONLY TO FORMULATE A STATEMENT, WITH THE ASSISTANCE OF THE LABOUR RELATIONS AGENCY.

To do so, without first seeking the guidance of the Labour Relations Agency\*, will expose members to the possibility of issuing a defective (and therefore potentially unlawful) Statement for which they, and they alone, will be solely liable.

The principle behind this document is that it meets current legislation (all employees must receive a copy within **2 Months** of commencing employment - it is suggested that the document shall be issued prior to starting work, to ensure that any misunderstanding between both employee and employer are avoided.

These terms and conditions therefore provide a basis on which the employer meets relevant statutory obligations, **at this point in time**, while the strict application of procedures (again on the basis of “best practice” will provide both employer and employee with the foundation of a good working relationship. A variety of “clauses” are used to illustrate differing working practices. An application form is also attached for information. Careful recruitment/selection is the bedrock on which an efficient team of employees may be established.

**\*NOTE - THE SERVICES OF THE LRA ARE FREE AND CONFIDENTIAL - CONTACT BELFAST (028 9032 1442) OR LONDONDERRY (028 7126 9639).**

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## **Statement of Main Terms and Conditions of Employment**

In compliance with the Employment Rights (Northern Ireland) Order 1996 this Statement sets out certain terms and conditions of your employment contract, which are relevant on \_\_\_\_\_ (the date of issue)

**1. Employer's Name/Address                      Employee's Name/Address**

**2. Date of Commencement of Employment**

Your employment begins on \_\_\_\_\_ .

**3. Continuity of Employment**

Previous employment with this or any other employer, prior to the date specified in Section 2 above, will not count as part of your period of continuous employment.

**4. Period of Employment**

Your employment is permanent subject to the Sections on Probation and Notice of this Statement.

**5. Job Title**

You are employed as a \_\_\_\_\_.

Details of your duties are outlined in the Job Description attached as Appendix 1B to this Statement.

However as and when considered necessary or appropriate you are liable to transfer to or undertake other duties, within competence and within reason, in order to meet fluctuations or priorities in work demands.

**6. Place of Work**

Your place of work is \_\_\_\_\_

**7. Remuneration**

Your rate of remuneration on commencement will be £\_\_\_\_\_ per hour/week/month/annum and thereafter as itemised on the pay slip which you receive with your pay.

## **8. Pay Arrangements**

The pay week runs from \_\_\_\_\_ to \_\_\_\_\_ and you will be paid on \_\_\_\_\_ by credit transfer/cash/cheque.

## **9. Hours of Work**

Your employment shall be \_\_\_ hours net hours per week. The timing of your daily working hours shall be in accordance with a variable rota set by management. Details of rotas are available from your Manager.

All staff will be requested to work the hours as listed on the attendance roster, which will be notified to staff as early as is practicably possible.

Staff will only be permitted to swap/refuse the published hours of work with the agreement of the Bar Manager/Nominated Committee Member or Principal Officer. The employer has a recording and approval system to manage this.

Staff are required to be available for duty on the following customary days:

Management will inform staff as early as possible if their attendance is not required on any or all of these days.

## **10. Lay-Off**

Where work is temporarily stopped for any reason beyond the control of the employer, you may be temporarily laid off without payment, other than a statutory guarantee payment to which you may be entitled. Immediately work is available again you will be notified of the date on which your work will be restarted. Where you have been laid off under this rule your employment shall, for all contractual purposes, be deemed to have been continuous throughout the period of the lay-off.

## **11. Overtime**

Overtime may arise from time to time and it is a condition of your employment that you will be required to work a reasonable amount of overtime when called upon to do so.

Payment for overtime worked shall be at the rate of \_\_\_\_\_.

## **12. (a) Probation (New Employees)**

You will be on probation normally for a period of up to 3 months during which time your progress will be monitored and appraised. Provided a satisfactory standard is achieved and maintained your employment will be confirmed. In the event of

unsatisfactory progress your employment will not be regarded as confirmed and may be terminated either during or at the end of probation in accordance with the provisions relating to notice as set out below.

### **(b) Capability**

On completion of your probation you will be subject to ongoing assessment in terms of your capability and conduct in performing and maintaining the standards required for the efficient performance of your duties.

### **13. Holidays (Customary/Annual)**

The holiday year runs from January to December each year. If you are in the service of this employer for a full holiday year you shall be entitled to 5.6 weeks' holiday with pay in that year. If you join this employer after the commencement of a holiday year you shall be entitled in that holiday year to annual holiday with pay proportional to your length of service in the remainder of that holiday year you shall be entitled in that year to annual holiday with pay proportional to your length of service in the remainder of that holiday year.

On termination of your employment with this employer you shall be entitled to holidays with pay, or pay in lieu thereof, based on your length of service in that holiday year less any holidays already taken. Where holidays have been taken in excess of accrued entitlement at the date of termination of employment such excess shall be deducted from monies due.

### **14. Holiday Arrangements**

The club will be closed on the following days and you will be required to take part of your leave on these days:

Advance notice must be given to the Bar Manager when you wish to seek approval for holiday dates. The notice must be at least twice as long as the holiday being requested. In your own interest you should not make any holiday bookings until you receive approval.

Management will endeavour to accommodate requests for annual leave if possible.

Where requests for holidays are received from more than one person at a time permission will be granted on a first come, first served basis.

You are required to take your full entitlement to holidays during the current holiday year. Any proportion of this entitlement which is not taken will be forfeited without any compensation.

During holidays those employees with entitlement to holiday pay will be paid at their basic rate of pay.

## 15. Maternity/Paternity Pay and Leave

This employer follows the statutory provisions in relation to maternity and paternity pay and leave. Information on these provisions may be obtained from the Committee.

## 16. Sickness/Absence

There is no provision for an Occupational Sick Pay Scheme relating to your employment. You may nevertheless qualify for Statutory Sick Pay and details are available from your Manager. Your attention is drawn to the Absence Notification and Certification Procedure set out in Appendix 2. You are required to make yourself conversant with this procedure.

## 17. Pension

### *Where there are less than 5 employees*

There is no provision for a pension scheme relating to your employment and there is no contracting-out certificate in force for the employment in respect of which this Statement is given.

### *Where there are 5 or more employees.*

There is a designated Stakeholder Pension Scheme available. Details of the Scheme can be obtained from the scheme provider whose contact details are available from \_\_\_\_\_  
There\*is/\*is no contracting-out certificate in force for this Scheme.

## 18. Collective Agreements

There are no collective agreements, which directly affect the terms and conditions of your employment.

## 19 Requirement to work outside the UK

You are not required to work outside the UK (for more than one month).

## 20. Notice Entitlements/Requirements

- (a) The period of notice you are required to give in the event of termination of employment is as follows: -

<u>Period of Continuous Service</u>	<u>Notice Entitlement</u>
Less than 1 month	Nil
At least one month	1 week

The period of notice you are entitled to receive in the event of termination of employment, is as follows: -

<u>Period of Continuous Service</u>	<u>Notice Entitlement</u>
Less than 1 month	Nil

At least 1 month but less than 2 years	1 week
At least 2 years but less than 12 years	1 week for each year of service
12 years or more	12 weeks maximum

- (b) In the case of gross misconduct, you may be summarily dismissed: i.e. without notice and without payment in lieu of notice.
- (c) The employer reserves the right to make payment in lieu of notice (less PAYE & NIC).

Failure to give the employer notice of termination as specified in this Statement is a breach of your contract of employment. In the event that you terminate your contract of employment without giving the notice required and in the event that the employer suffers loss or damage as a result of this breach, legal action may be taken to compensate the employer for the loss or damaged suffered.

## **21. Recovery of Shortages**

- (a) Where, following investigation, any cash, stock or accounting errors (which includes cheque/credit or charge card transactions) result in loss to the Club, which
- (i) - are your direct responsibility or,
  - (ii) - arise during your period of duty whilst jointly handling “cash” - may result in deductions from your net pay to recover the loss. (‘(i)’ - full deduction of loss or ‘(ii)’ - levied equally among staff involved).
- (b) In compliance with the Employment Rights (Northern Ireland) Order 1996 these will be limited to not more than 10% of your weekly gross pay. At termination any balance remaining will be deducted, in full, from any final payments due to you.
- (c) Breakages - Employees may be liable for the cost of replacing any crockery/glasses broken by them, through carelessness.

## **22. Hygiene/Personal Appearance/Training**

### **(a) Hygiene/Personal Appearance**

In the interest of the Club and its reputation you are required to maintain your clothing/uniform and person in an acceptable condition at all times and notify Management if you have, or are, in contact with, any communicable disease. (Refer also to Appendix 6). You will also be required to conform to the employer’s dress code.

### **(b) Training**

Where required by Food Hygiene or other relevant Health and Safety legislation - employees will be required to undertake appropriate training. Failure to attend and/or qualify - may lead to termination, where no alternative employment is available.

**23. Fitness to Work**

You must notify Management of any condition, illness or injury, which may affect your fitness to work - or otherwise perform your duties.

**24. Conflict of Interest**

Members engaged as club employees are required - as a condition of their employment - to relinquish club membership and committee posts during the period of their employment (full or part-time) - to preclude any conflict of interest in the proper conduct of both their duties and the regulation of club activities – as required by relevant legislation and good practice. On termination of employment club membership will be reinstated, with no break in continuity of membership. (Other than where termination for misconduct may preclude such reinstatement).

**25. Secondary Employment**

Employees are requested to notify the employer of any secondary employment they undertake to ensure compliance with the requirements of the Working Time Regulations in relation to average working hours and daily rest.

**26. No Smoking Policy**

Smoking is totally prohibited anywhere on the Club premises.

**27. Security – Inspection**

Where management deem it necessary, all employees will be subject to security procedures while in or on the premises.

**28. Bereavement**

Following the death of an immediate relative (spouse or civil partner/parents/brother/sister/child), management may grant up to 3 days' paid leave of absence or otherwise grant unpaid leave at their discretion.

The periods of leave outlined above do not affect any rights that an employee might have to time off for dependents, as outlined in Article 10 of the Employment Relations (N.I.) Order 1999.

**29. Individual grievance procedure**

The procedure for raising any individual grievance is set out in the attached Appendix 2 to this document. You are required to make yourself conversant with this document.

### **30. Disciplinary Rules and Procedure**

The disciplinary rules and the procedure for dealing with disciplinary matters and appeals are set out in Appendix 3 to this document. You should ensure that you read and understand this procedure.

### **31. Dismissals Procedure – General**

Where the employer is contemplating dismissing an employee or taking action short of dismissal, and does not have a specific procedure, the employer will comply with the Statutory Procedures as a minimum. Details are attached at Appendix 4.

### **32. Equal Opportunities Policy**

It is our policy to provide employment equality to all, irrespective of gender, including gender reassignment, marital or civil partnership status, religious belief or political opinion, race (including colour, nationality, ethnic or national origins, being an Irish Traveller), disability, sexual orientation, age. We are opposed to all forms of unlawful and unfair discrimination. All job applicants, employees and others who work for us will be treated fairly and will not be discriminated against on any of the above grounds.

### **33. Changes in Terms and Conditions**

In the event of any change to any of the main terms and conditions in this Statement, you will be individually notified in writing of the particulars of the change within one month of the change. This provision concerns notification only and does not mean that the employer has a contractual right to vary the terms of your contract without your agreement.

Statement of Main Terms and Conditions plus associated Appendices

Issued by \_\_\_\_\_ on \_\_\_\_\_

For and on behalf of \_\_\_\_\_ Club

I hereby acknowledge receipt of this Statement of Main Terms and Conditions of Employment with attached Appendices.

Appendix 1 - Job Description

Appendix 2 - Absence Notification and Certification Procedure

Appendix 3 – Grievance Procedure

Appendix 4 – Disciplinary Rules and Procedure

Appendix 5 – Dismissal Procedure

Appendix 6 – Cash handling procedure

Appendix 7 - Health and Safety Policy Statement

Appendix 8 - Public Health and Hygiene

Appendix 9 – Equal opportunities Policy

Appendix 10 - Agreement - Working Time Regulations (NI) 1998

Appendix 11 – Deductions from pay

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Name – Print)

**Relevant Agreement**

For purposes of the Working Time Regulations (NI) 1998 (as amended), it is agreed that the sections on holidays, including holiday entitlement, annual holiday arrangements and holiday pay of this Statement constitute a relevant agreement and are to be treated as agreed in writing:-

Signature \_\_\_\_\_ (Employer) \_\_\_\_\_ (Date)

Signature \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

**Appendix 1A****JOB DESCRIPTION****JOB TITLE: BAR MANAGER**

PLACE OF WORK:

SCOPE/PURPOSE OF JOB: To direct, control and organise all staff in co-operation with key personnel to ensure the efficient running of the establishment in accordance with the policy laid down by the Club.

MAIN DUTIES:

1. Staff training/developing of all staff; staff transport; setting up a staff rota.
2. Organise, control and direct all the staff in selling, presentation and service so as to ensure maximum customer satisfaction, including selling and serving alcoholic beverages to the members and guests.
3. Implement licensing laws and customs/excise regulations.
4. Responsible for security and control of all beverages and stocks.
5. Account for all cash/cheques received and paid out, security at all points and lodgements.
6. Control and care of all equipment, furnishing and fittings.
7. Stock-take/assist with stock-take.
8. Responsible for general security and cleaning of the establishment.
9. Record/report all fires, accidents to the necessary party (parties).
10. Deal tactfully with any complaints.
11. Maintain stock levels as established.
12. Order goods from agreed suppliers.
13. Ensure systematic methods of receiving stock and recording.
14. Issue stock in an agreed and systematic manner.
15. Ensure that empties/cases are stocked properly and that these are returned with minimum losses.
16. Ensure stock is rotated properly, so that beers/kegs arrive in bar(s) in fresh condition.
17. Keep store area(s) clean and tidy.
18. Responsible for all keys of establishment.
19. Co-ordinate the work of all bars.
20. Pay wages/accounts etc (where appropriate).
21. Organise arrangements for bands / cabaret artist(s).
22. Take action regarding security.
23. Display of Price Lists.
24. Implement Food Hygiene/Health and Safety or other relevant legislation
  - Ensure that reasonable care is taken for the health and safety of yourself, other employees, customers, and any other persons on the premises.
  - Observe all safety rules and procedures.
  - Ensure that all equipment and materials are not left in a dangerous state.
  - Ensure that company policy and procedures are implemented.
  - Maintain high standard of hygiene and take any action that is necessary.
  - Ensure that working methods are safe and regularly checked.
  - Maintain a system of safety/hazard inspections.

- Record accidents and ,near misses, and monitor safety performance.
- Ensure adequate First Aid facilities are maintained.
- Ensure protective clothing is provided and used where necessary.
- Meet on a regular basis, where appropriate, with safety officer/safety committee/safety representatives/heads of bars to make recommendations on health and safety.
- Responsible for training in -

- (a) hygiene and safety rules
- (b) hygiene and safety
- (c) accident prevention
- (d) fire fighting procedures/fire prevention/drill
- (e) refresher training.

25. Any other reasonable duties - as directed by Management.

**Appendix 1B****JOB DESCRIPTION****JOB TITLE:                   BARPERSON – FULL/PART-TIME**

PLACE OF WORK:

RESPONSIBLE TO:           The Bar Manager

SCOPE/PURPOSE OF JOB: To present and serve beverages as directed by the Bar Manager and in accordance with hygiene/safety and customs/excise regulations.

## MAIN DUTIES:

1. Maintain the standard of hygiene and cleanliness of the licensed bar, associated areas and equipment.
2. Serving of drink etc/replenish bar stocks and optics.
3. Ensure the availability and condition of glasses and service articles.
4. Display current price lists and correct prices.
5. Have the knowledge required to sell and serve alcoholic beverages to the members and guests.
6. Observe licensing customs/excise requirements.
7. Prepare beer dispensing units for service/change gas cylinders.
8. Clear empty bottles/glasses/wash glasses/ashtrays and clean tables regularly.
9. Ensure security of cash, stock and equipment.
10. Check cash register ready for use and float in till.
11. Ensure high standard of personal hygiene and appearance.
12. Be aware of safety/security and report to person responsible.
13. Ensure that responsible care is taken for the health and safety of yourself, other employees, members/ visitors and any other persons on the premises.
14. Observe all safety rules and procedures.
15. Ensure that all equipment and materials are not left in a dangerous state.
16. Report and where possible take action in any incidents of accident, fire, loss or damage.
17. Maintain stock levels as established.
18. Order goods from agreed suppliers.
19. Ensure systematic methods of receiving stock and recording.
20. Issue stock in an agreed and systematic manner.
21. Ensure that empties/cases are stocked properly and that these are returned with minimum losses.
22. Ensure stock is rotated properly, so that beers/kegs arrive in bar(s) in fresh condition.
23. Keep store area(s) clean and tidy.
24. Responsible for all keys of establishment.
25. It is not permitted for staff to socialise in the club unless signed in by a member during off-duty hours.

## OCCASIONAL DUTIES:

1. Assist with preparation for stocktaking/assist with stocktaking.
2. Assist as directed by the Bar Manager.

**Appendix 1C**

**JOB TITLE:** **WAITING STAFF – FULL/PART-TIME**  
**(delete as appropriate)**

PLACE OF WORK:

RESPONSIBLE TO: The Bar Manager

SCOPE/PURPOSE OF JOB: To present and serve beverages as directed by the Bar Manager and in accordance with hygiene/safety and customs/excise regulations.

MAIN DUTIES:

1. Maintain the standard of hygiene and cleanliness of the licensed bar, associated areas and equipment.
2. Serving of drink etc/replenish bar stocks and optics when required.
3. Ensure the availability and condition of glasses and service articles.
5. Have the knowledge required to sell and serve alcoholic beverages to the members and guests.
6. Clear empty bottles/glasses/wash glasses/ashtrays and clean tables regularly.
7. Ensure high standard of personal hygiene and appearance.
8. Be aware of safety/security and report to person responsible.
9. Ensure that responsible care is taken for the health and safety of yourself, other employees, members/ visitors and any other persons on the premises.
10. Observe all safety rules and procedures.
11. Report and where possible take action in any incidents of accident, fire, loss or damage.
12. When required immediate action should be taken to mop up spillages on floor surface.

## Appendix 2

### ABSENCE NOTIFICATION AND CERTIFICATION PROCEDURE

#### Statutory Sick Pay

1. Statutory Sick Pay (SSP) is payable to employees (who qualify) for up to twenty eight weeks of sickness absence. (Refer to 4(e) below).
2. For SSP purposes Qualifying Days with the employer are days on which you are normally contracted to work.
3. An employee, absent from work due to illness or injury, shall be paid SSP provided the qualifying conditions for receipt of such are satisfied; and provided that the requirements in respect of notification and supply of evidence of incapacity as set out in paragraph 4 are complied with.

#### 4. Notification

- (a) If you are absent from work due to illness, or any other reason, you must ensure that management is advised at once of the nature and expected duration of the absence. This must be done by telephone as early as possible, or no later than \_\_\_\_\_ after you are due to commence work.  
 Note - You must, as soon as possible and in any event not later than the day you resume work, complete a Self Certification Form to cover ALL days of absence (see Appendix 1A - attached).
- (b) If your illness extends beyond seven calendar days you must notify the employer on the eighth day of absence, as at paragraph 4(a).

#### Evidence of Incapacity

- (c) If you are ill and your absence extends beyond three working days you must present to management a completed DHSS self certification form SC2. This form is available from Doctors' surgeries and should arrive with the employer on the fourth but no later than the eighth day of absence.
- (d) If your absence extends beyond seven calendar days you must also submit to Management a Statement of Fitness for Work covering absence from the eighth day. This Certificate, which can be obtained from your doctor, should be forwarded to the employer as soon as possible after the eighth day of your absence.
- (e) Continued absence must also be covered by further medical certificates on a regular basis and management may seek, in the case of unacceptable absence or incapacity medical reports to determine continuing suitability for employment.

**Unreasonable delay in notifying the employer or failure to provide acceptable evidence of incapacity may result in the withholding of any SSP due.**

5. Any person who knowingly makes a false statement on a DHSS Self Certification Form shall be dealt with in accordance with the Disciplinary Procedure.

**Appendix 3****Individual Grievance Procedure****Objective**

The objective of this procedure is to provide an employee (or ex-employee) who has a grievance, with the opportunity to have it examined quickly and effectively and where a grievance is deemed to exist, to have it resolved if possible, at the earliest practicable moment and at first level of management. Ideally, employees should initially raise any grievances informally with your line manager, with a view to finding solutions. Where an employee chooses to raise matters informally, the formal procedure as outlined hereunder does not apply.

**General Principles**

The employer will endeavour to ensure that –

- ! All steps under the procedure are taken without unreasonable delay
- ! The timing and location of all hearings are reasonable
- ! Hearings are conducted in a manner which enables employees to explain their cases
- ! As far as is reasonably practicable, appeal hearings will be conducted by a more senior manager than the manager who took the decision which is being appealed. This does not apply where the most senior manager attended the hearing at which the decision being appealed was taken.
- ! You have the right to be accompanied to any hearings by a fellow worker or Trade Union Official (if appropriate).
- ! Records shall be kept detailing the nature of the grievance raised, the employer's response, any action taken, the reasons for it and other information relevant to the process. These records shall be kept confidential.
- ! Any employee who has a grievance must exhaust each stage of the procedure before proceeding to the next stage. Where this has not taken place the matter shall be referred back to the appropriate stage. The matter shall not be progressed unless and until the appropriate procedural stages are complied with.

**Formal Procedure**

This procedure has been drawn up to establish the appropriate steps which must be followed when formally pursuing and dealing with a grievance. It is the aim of this procedure to settle matters at the earliest practicable moment, and at the first possible appropriate management level.

### Step 1 - Submission of Grievance

Should you wish to raise a grievance regarding your employment you must submit a written statement of the grievance to the secretary.

### Step 2 – Meeting

Prior to the hearing of the grievance, you must also provide particulars on the basis for the grievance. A hearing will be arranged with you within 5 working days from the time both the written statement and the particulars on the basis for the grievance are provided. The hearing will be conducted by members of the management committee (normally 3 members). You will be provided with their decision on the grievance as soon as possible and in any case, within 5 working days from the date of the hearing.

### Step 3 - Appeal

If you are not satisfied with their decision you may appeal against this to the appeals committee. This will be made up of members of the management committee who were not previously involved.

On receipt of such a request they shall make arrangements to hear the appeal within 5 working days.

The decision shall be given to you as soon as possible and not later than 5 working days from the appeal being heard.

This shall be the final stage of the employer's grievance procedure and the decision is final.

## **Disciplinary Rules and Procedures for Misconduct**

### **Objective**

The objective of this procedure is to give employees the opportunity to improve their conduct or performance. It identifies who has authority to take disciplinary action and aims to ensure that employees are protected against unjustifiable or inconsistent disciplinary action. It also identifies the type of offence which would result in disciplinary action being taken, what that action would be and what further action would result if there is no improvement or a recurrence takes place.

### **Informal Action**

Cases of minor misconduct or unsatisfactory performance may be dealt with informally. The employer may have a quiet word of caution or advice and encouragement with the employee in order to improve an employee's conduct or performance. This informal approach may be used in dealing with problems quickly and confidentially. There will, however be situations where matters are more serious or where this informal approach has been tried but is not working. In these circumstances, the employer will use the formal procedure.

### **General Principles for the Formal Disciplinary Procedures**

1. No disciplinary action shall be taken until there has been a full investigation into any alleged incident.
2. The right to receive, prior to disciplinary hearings,
  - ! A written statement of the alleged misconduct, and
  - ! Particulars on the basis for the allegation
3. The right to reasonable opportunity, prior to disciplinary hearings, to consider their responses to the information provided on the allegation.
4. When taking formal disciplinary action, you shall have the right, where reasonably requested, to be accompanied by a fellow worker or a trade union official.
5. The employer will ensure that the disciplinary rules and procedures are applied fairly and consistently.
6. The employer will endeavour to ensure that:-
  - ! All steps under the procedure are taken without unreasonable delay
  - ! The timing and location of all hearings are reasonable
  - ! Hearings are conducted in a manner which enables employees to explain their cases

- ! Disciplinary appeal hearings will be conducted, as far as is reasonably practicable, by a more senior manager than the manager who took the disciplinary action being appealed. This does not apply where the most senior manager attended the disciplinary hearing at which the decision was taken to take the disciplinary action being appealed.
7. The employee must take all reasonable steps to attend the hearings and appeal meetings.
  8. Once warnings have expired they will be erased from the employee's personal record.
  9. The employer will keep written records during the disciplinary process. These will include the complaint against the employee, notes taken during the hearings and appeals, findings and actions taken, details of the appeal and any other information relevant to the process.
  10. The employer will take all reasonable steps to ensure that confidentiality is maintained throughout the process.
  11. All warnings will clearly state the misconduct concerned and clearly indicate what the eventual outcome will be if there is no improvement on the employee's part or a recurrence takes place. Warnings normally relate to the same or similar misconduct and are not generally transferable between different types of misconduct. However, where a number of warnings are called for in respect of different types of misconduct this will entitle management to review the employee's overall suitability for continued employment and if necessary to issue a final general warning irrespective of the offence.
  12. **Precautionary Suspension:** In certain cases, for example in cases involving gross misconduct, where relationships have broken down or there are risks to an employer's property or responsibilities to other parties, consideration will be given to a brief period of suspension with full pay whilst unhindered investigation is conducted. The employer will also consider alternative actions which would be more acceptable to the employee yet serve the same purpose as a suspension e.g. agreeing to a temporary transfer to other duties or another work station without loss of pay or the taking of annual holidays to which the employee is entitled. Any action taken will be reviewed to ensure it is not unnecessarily protracted. It will be made clear that any action taken is not considered a disciplinary action.

### Types of misconduct

The following list shows examples of the type of rules/offences which the employer has categorised for each level of misconduct. This is not an exhaustive list and management reserves the right to decide how any other misconduct shall be categorised:

- A MINOR MISCONDUCT
- Absenteeism
  - Lateness
  - Failure to comply with Absence Notification and Certification Procedure
  - Careless work and poor effort at work
  - Minor breach of safety/hygiene/security rules
  - Extended tea and meal breaks

- Failure to maintain a tidy and safe working environment
- Misuse of telephone
- Excessive time away from the job
- Failure to wear any protective clothing/equipment provided
- Failure to complete time/stock or work sheets as instructed

## B MAJOR MISCONDUCT

- Dangerous physical horseplay
- Neglect causing damage to or loss of Employer's, customer's or other employee's property/equipment/tools
- Serious neglect of safety/hygiene/security rules
- Smoking in the workplace
- Consuming intoxicants during working hours or bringing intoxicants into the premises without permission
- Entry into any unauthorised areas
- Wilful or excessive wastage of material
- Unsatisfactory attitude to customers
- Use of foul language
- Gambling on the premises
- Insubordination

## C GROSS MISCONDUCT

- Theft
- Physically violent behaviour
- Leaving the premises or site without permission
- Refusal to carry out a reasonable work instruction
- Deliberately ignoring safety/hygiene/security rules and thereby endangering one's own or another's physical well-being or safety
- Obscene behaviour
- Intoxication induced by alcohol or drugs
- Fraud
- Disclosing confidential business information to a third party
- Wilful damage to or gross negligence of Employer's, customer's or other employee's property/equipment/tools
- Undertaking work in competition with own employer
- Falsification of records
- Unauthorised use of Employer vehicle
- Clocking offences
- Gross misuse of Company's Internet /e mail system

**NOTE: -**

**Any allegation of bullying in the workplace or any allegation of discrimination, victimisation or harassment linked to anti-discrimination legislation including gender, gender reassignment, sexual orientation, marriage, civil partnership, disability, race, age, religious beliefs or political opinions will be thoroughly investigated and where appropriate will be dealt with under the disciplinary procedure. The disciplinary response will depend upon the nature and seriousness of the incident; and in extreme cases will result in summary dismissal.**

**Formal Procedure**

When taking formal disciplinary action, the employer will comply with the Statutory Procedures by ensuring that the following steps are taken at all stages of the formal disciplinary process.

**Step 1 Statement of grounds for action and invitation to meeting.**

The employer will provide to the employee a written statement of the alleged misconduct which has led to the consideration of formal disciplinary action or dismissal. The employer will invite the employee to a hearing to discuss the issue.

**Step 2 Meeting**

Prior to the hearing the employer will supply the basis of the allegation. After the meeting the employer will inform the employee of the decision and offer the right to appeal (if applicable).

**Step 3 Appeal**

If the employee wishes to appeal he or she will inform the employer within 5 working days. The employer will invite the employee to a further hearing to discuss the appeal. The final decision will be communicated to the employee.

**Minor Misconduct**

If the alleged breach falls within the minor misconduct category the employer will follow the formal procedure outlined above and the following action will be taken if the employer is satisfied that an offence has occurred:

- Stage 1** You will be given a verbal warning. It will be recorded and retained on file for a period of 6 months.
- Stage 2** If the same or similar offence is repeated within 6 months you will be given a first written warning. It will be recorded and retained on file for a period of 12 months.
- Stage 3** If the same or similar offence is repeated within 12 months you will be given a final written warning. This will contain a clear notice that a repeat of the offence within 12 months will result in dismissal.
- Stage 4** If the same or similar offence is repeated within 12 months you will be dismissed.

### **Major Misconduct**

If the alleged breach falls within the major misconduct category the employer will follow the formal procedure as outlined on the previous page. If the employer is satisfied that an offence has occurred you will receive a final written warning which will contain clear notice that a repeat of the offence within 12 months will result in dismissal.

### **Gross Misconduct**

If the alleged breach falls within the gross misconduct category the employer will follow the formal procedure as outlined on the previous page. If the employer is satisfied that an offence has occurred the employee will be dismissed summarily: i.e. without notice and without wages-in-lieu of notice.

### **Appeals**

Where an employee feels that action taken **at any stage** under this procedure is unjustified or unfair, there shall be the right of appeal. All appeals must be made in writing to the secretary within 5 working days of being informed of the disciplinary sanction. Appeal hearings will be conducted by the appeals committee and will be held within 5 working days of receiving the notification of appeal. The employee has the right to be accompanied at the appeal hearing.

The result of the appeal hearing will be notified to the employee within 5 working days in writing.

### **Disciplinary Authority**

In the event of a breach of employer rules disciplinary hearings and appeals will be conducted by the appropriate disciplinary authority as follows: -

- |         |                   |              |
|---------|-------------------|--------------|
| Stage 1 | - _____           | Appeal _____ |
|         | (Recorded verbal) |              |
| Stage 2 | - _____           | Appeal _____ |
|         | (First written)   |              |
| Stage 3 | - _____           | Appeal _____ |
|         | (Final Written)   |              |
| Stage 4 | - _____           | Appeal _____ |
|         | (Dismissal)       |              |

## **STATUTORY MODIFIED DISMISSAL AND DISCIPLINARY PROCEDURE**

There may be **some limited and very exceptional situations** involving alleged acts of gross misconduct where some of the general principles of the Disciplinary Rules and Procedures for Misconduct will not apply. These situations will be where:

- ! dismissal is without notice and occurs at the time when the employer became aware of the misconduct or immediately thereafter
- ! the employer is entitled, in the circumstances, to dismiss by reason of the misconduct without notice and without pay in lieu of notice, and
- ! the employer believed that it was reasonable, in the circumstances, to dismiss before enquiring into the circumstances in which the misconduct took place.

In these **very exceptional situations** the following modified procedure will apply:-

### **Step 1      Statement of grounds for action**

The employer will provide the dismissed employee with:-

- ! a written statement of the alleged misconduct which led to the dismissal
- ! written particulars on the employer's basis for thinking at the time of the dismissal that the employee was guilty of the alleged misconduct, and
- ! a written confirmation of his/her right of appeal against the dismissal.

### **Step 2      Appeal**

- ! If the employee wishes to appeal he/she must inform the employer.
- ! All appeal requests must be made to the secretary.
- ! Appeal hearing shall be heard within 5 working days of receipt of the request.
- ! The employee must take all reasonable steps to attend the hearing.
- ! The employee has the right, where reasonably requested, to be accompanied at the appeal hearing by a work colleague from the employer or by a trade union official (who may be either a full-time official employed by a union or a lay union official who has been reasonably certified in writing by his/her union as having experience of, or as having received training in, acting as a worker's companion).
- ! The result of the appeal hearing shall be notified to the employee within 5 working days of the appeal hearing.

### **Dismissals procedure – General**

This procedure applies where the employer is contemplating dismissing an employee. **It does not apply in cases of misconduct for which there is a separate procedure.** It **will** apply, for example, in cases of dismissal related to capability, redundancy, expiry/non renewal of a fixed term contract.

*The procedure below **only** outlines the minimum steps which must be followed to ensure compliance with the Statutory Procedures. Following this procedure in a dismissal situation does not guarantee that an Industrial Tribunal will find the dismissal 'fair'. The employer, in addition to these steps should act fairly and reasonably in arriving at any decision to dismiss an employee. This will include for example, consultation with the employee, offering suitable alternative work, where appropriate etc.*

#### **General Principles**

The employer will endeavour to ensure that:-

- ! Each step and action under the procedure is taken without unreasonable delay
- ! Timing and locations of hearings are reasonable
- ! Hearings are conducted in a manner that enables an employee to explain his/her case.
- ! The employee must take all reasonable steps to attend the hearings.
- ! At hearings and appeal hearings the employee may, where reasonably requested, be accompanied by a fellow worker from the employer.
- ! Dismissal appeal hearings will be conducted as far as reasonably practicable by a more senior manager than the manager who took the action being appealed unless the most senior manager attended the hearing.

## **Procedure**

### **1. Step 1 Statement of grounds for action and invitation to meeting**

The secretary will inform the employee in writing of the alleged characteristics or other circumstances which have led to the contemplation of the dismissal of the employee (or action short of dismissal) and invite the employee to a hearing to discuss this.

### **2. Step 2 Meeting**

Prior to the hearing the employee will be provided with particulars on the basis for the grounds given in the statement in step 1. The employee will be given reasonable opportunity to consider his/her response to that information before any hearing takes place. The hearing will be conducted by members of the management committee (normally 3). No action (other than suspension on full pay) will be taken before the hearing takes place. After the hearing the employee will be informed in writing of the decision and of his/her right of appeal against this if he/she is not satisfied with it.

### **3. Step 3 Appeal**

If an employee wishes to appeal he/she must inform the employer within 5 working days. Where an appeal is requested, the employee will be invited to an appeal hearing. The Appeal hearing will be conducted by the appeals committee and shall be held within 5 working days of the request for an appeal. The employer may implement any decision taken at the first hearing before the appeal hearing is held. After the appeal hearing the employee will be informed in writing of the employer's final decision within 5 working days.

## CASH HANDLING AND RECORDING PURCHASES PROCEDURE

### 1. The Till

- (a) Do not use the till unless it is fully operational.
- (b) The till must only be closed down as authorised by Management.
- (c) Ensure that the till display window is completely visible from each side and not obscured by stock, display posters or stickers.

### 2. The Sale

- (a) Every item purchased must be recorded on a slip and thereafter the total registered on the till.
- (b) Every item purchased must be rung through the appropriate key.
- (c) The amount registered on the till must equal the value of the goods purchased.
- (d) Cash received must be replaced in the drawer immediately after the customer has received any change due and there being no queries on the transaction.
- (e) Close the till drawer on completion of a transaction.
- (f) The customer must be given a receipt for goods purchased.
- (g) If a sale is over/under recorded a written note giving details should be placed in the drawer.

### 3. Cheques

- (a) Cheques are **not** to be accepted.
- (b) If you accept a cheque supported by a guarantee card make sure that:
  - (1) The signatures on cheque and card are the same.
  - (2) The code number is the same on cheque and card.
  - (3) The card has not date expired.
  - (4) The cheque is correctly completed (the date should be correct and the amount in words the same as that in figures).
  - (5) Assistant should (1) personally enter cheque card number on back of cheque (2) sign and date back of cheque.

### 4. Personal Staff Purchases

- (a) Personal purchases are not permitted.
- (b) Cash must not be removed from the drawer for personal use or unauthorised transactions.
- (c) An employee who is in doubt about any matter should consult the Management Committee.

**HEALTH AND SAFETY**

**HEALTH AND SAFETY AT WORK (NI) ORDER 1978**

**GENERAL POLICY STATEMENT**

1. The Management of the Club regards the promotion of health and safety measures as a mutual objective for Management and employees at all levels.
2. It is therefore the Club's policy to do all that is reasonably practicable to prevent personal injury and damage to property, and to protect everyone from foreseeable work hazards, including the public, insofar as they come into contact with the Club, or its services.
3. In particular, the Club has a responsibility to:
  - (a) provide and maintain safe and healthy working conditions, taking account of any statutory requirements;
  - (b) provide training and instruction to enable employees to perform their work safely and efficiently;
  - (c) make available all necessary safety devices and protective equipment and to supervise their use;
  - (d) maintain a constant and continuing interest in health and safety matters applicable to the activities of the club, in particular, by consulting and involving employees, or their representatives, wherever possible.
4. Employees have a duty to co-operate in the operation of this policy by:
  - (a) working safely and efficiently;
  - (b) reporting incidents that have led, or may lead, to injury or damages;
  - (c) adhering to Club procedures, initiated on their behalf, for securing a safe workplace;
  - (d) assisting in the investigation of accidents with the objective of introducing measures to prevent a recurrence.
  - (e) by meeting statutory requirements and using protective equipment where provided.

## **PUBLIC HEALTH AND HYGIENE**

You are required to observe all normal standards of hygiene, applicable to the Licensed Trade/Catering and in particular the following which are of special importance in regard to the preparation and handling of foodstuffs, meat/fish etc and any associated equipment and/or glassware/utensils/cutlery:

1. Hands and nails must be kept clean at all times. It is particularly important to wash your hands and brush your nails thoroughly after using the toilet.
2. Within reason, hair must be kept covered to avoid contamination of products.
3. Cuts or abrasions must be completely covered at all times, and only approved “blue” dressings are permitted for this purpose. These are supplied free of charge by the Club and may be obtained from your immediate Supervisor. Under no circumstances are transparent or flesh coloured tape or dressings permitted.
5. Wearing of jewellery is confined to “plain band” type wedding rings, wrist watches without medallions or appendages, and “sleeper” type earrings, i.e. where ears have been pierced. The wearing of costume jewellery, badges, brooches, necklaces, chains, bangles, bracelets, engagement rings, eternity rings, clip-on earrings or fob watches is prohibited.
6. Where tongs and/or gloves are provided, these should be used at all times to avoid direct contact with products. It is essential that tongs used for uncooked meats or products containing uncooked meats are not used for any other purpose as this is a dangerous source of cross-contamination.

The above list is not intended to be exhaustive, but is intended to highlight the need for scrupulous cleanliness and personal hygiene at all times. Due to the nature of our business, and because the above requirements are in the interests of public health and the image of the Club, any breach will be regarded as warranting a final warning or summary dismissal, depending upon the severity of the offence.

**Appendix 9**

## **EQUAL OPPORTUNITIES POLICY**

## **Equal Opportunities Policy**

### **Statement of policy**

The aim of this policy is to communicate the commitment of the Management Committee to the promotion of equality of opportunity in .....  
[insert name organisation].

It is our policy to provide employment equality to all, irrespective of:

- ! Gender, including gender reassignment
- ! Marital or civil partnership status
- ! Having or not having dependants
- ! Religious belief or political opinion
- ! Race (including colour, nationality, ethnic or national origins, being an Irish Traveller)
- ! Disability
- ! Sexual orientation
- ! Age.

We are opposed to all forms of unlawful and unfair discrimination. All job applicants, employees and others who work for us will be treated fairly and will not be discriminated against on any of the above grounds. Decisions about recruitment and selection, promotion, training or any other benefit will be made objectively and without unlawful discrimination.

We recognise that the provision of equal opportunities in the workplace is not only good management practice, it also makes sound business sense. Our equal opportunities policy will help all those who work for us to develop their full potential and the talents and resources of the workforce will be utilised fully to maximise the efficiency of the organisation.

**This Policy applies to:**

Job applicants and potential applicants  
Employees  
Contract workers  
Agency workers  
Trainee workers and students on work experience or placements  
Volunteer workers  
Former employees.

**We are committed to:**

Promoting equality of opportunity for all persons

Promoting a good harmonious working environment in which all persons are treated with respect

Preventing occurrences of unlawful direct discrimination, indirect discrimination, harassment and victimisation

Fulfilling all our legal obligations under the equality legislation and associated codes of practice

Complying with our own equal opportunities policy and associated policies

Taking lawful affirmative or positive action, where appropriate

Regarding all breaches of equal opportunities policy as misconduct which could lead to disciplinary proceedings.

This policy is fully supported by senior management.

## **Implementation**

The management committee has specific responsibility for the effective implementation of this policy. Each manager and supervisor also has responsibilities and we expect all our employees to abide by the policy and help create the equality environment which is its objective.

In order to implement this policy we shall:

- ! Communicate the policy to employees, job applicants and relevant others (such as contract or agency workers)
- ! Incorporate specific and appropriate duties in respect of implementing the equal opportunities policy into job descriptions and work objectives of all staff
- ! Provide equality training and guidance as appropriate, including training on induction and management courses.
- ! Ensure that those who are involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory selection techniques
- ! Incorporate equal opportunities notices into general communications practices (eg. Staff newsletters, intranet)
- ! Obtain commitments from other persons or organisations such as subcontractors or agencies that they too will comply with the policy in their dealings with our organisation and our workforce
- ! Ensure that adequate resources are made available to fulfil the objectives of the policy.

## **Monitoring and review**

We will establish appropriate information and monitoring systems to assist the effective implementation of our equal opportunities policy.

The effectiveness of our equal opportunities policy will be reviewed regularly and action taken as necessary. For example, where monitoring identifies an under-representation of a particular group or groups. We shall develop an action plan to address the imbalance.

## Complaints

Employees who believe that they have suffered any form of discrimination, harassment or victimisation are entitled to raise the matter through the Grievance Procedure. A copy of this Procedure is attached as an appendix to your Statement of Main Terms and Conditions of Employment. All complaints of discrimination will be dealt with seriously, promptly and confidentially.

In addition to our internal procedures, employees have the right to pursue complaints of discrimination to an industrial tribunal or the Fair Employment Tribunal under the following anti-discrimination legislation:

Sex Discrimination (Northern Ireland) Order 1976, as amended  
 Disability Discrimination Act 1995, as amended  
 Race Relations (Northern Ireland) Order 1997, as amended  
 Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003  
 Fair Employment and Treatment (Northern Ireland) Order 1998, as amended  
 Employment Equality (Age) Regulations (Northern Ireland) 2006  
 Equal Pay Act (Northern Ireland) 1970, as amended.

However, employees wishing to make a complaint to a tribunal will normally be required to raise their complaint under our internal grievance procedures first.

Every effort will be made to ensure that employees who make complaints will not be victimised. Any complaint of victimisation will be dealt with seriously, promptly and confidentially. Victimisation will result in disciplinary action and may warrant dismissal.

Date: .....

Signature: ..... Chairman of Management Committee

**Appendix 10****Agreement as provided for at Regulation 5(1) of the Working Time Regulations (Northern Ireland) 1998 to disapply the limit on maximum weekly working time as specified in Regulation 4 of those Regulations.**

1. I, the undersigned worker, agree with my employer that I may work for more than average of 48 hours a week. If I change my mind, I will give my employer (state amount of time \_\_\_\_\_ up to a maximum of three months) notice in writing to end the agreement.

Signed (the worker) \_\_\_\_\_ Date \_\_\_\_\_

Acknowledged by the employer \_\_\_\_\_ Date \_\_\_\_\_

**Appendix 11****DEDUCTIONS FROM PAY**

This notice is issued in accordance with the Employment Rights (Northern Ireland) Order 1996 and gives details from your pay in accordance with your contract of employment, which are stated in total on your itemised pay statement.

Name of Employee: \_\_\_\_\_

Works/staff no: \_\_\_\_\_

Pay date: \_\_\_\_\_ Pay period from: \_\_\_\_\_ to \_\_\_\_\_

Gross pay for period: \_\_\_\_\_

Deductions have been made from your pay as detailed below:

£

1. Carried forward from previous pay periods.	(See 5. of previous Notice of Deductions)		
2. New deductions this pay period	[2(a) plus (2)b below]		
2(a) Shortfalls in cash takings:	Dates		
	Total		
2(b) Shortfalls in stock:	Dates		
	Total		
3. Total Outstanding deductions to date (1 +2):			
4. Deductions from pay this pay period (subject to maximum of 10% of gross pay)			
5. Deductions carried forward:			

Signed: \_\_\_\_\_ Date: \_\_\_\_\_