





# Employee Handbook

# [Security Staff]

## MCR Group and SAR Group

SAR Group is a part of MCR Group

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Section 3:

# Terms of Employment and Employment Contract

## MCR Outsourcing Limited/SAR Group

### TERMS OF EMPLOYMENT AND EMPLOYMENT CONTRACT

I wish to confirm your employment with this company subject to the following terms and conditions, which form the basis of your employment contract.

**Company/Employer Details:**
MCR Outsourcing Ltd (t/a MCR Group/SAR Group)
Unit 1-3, The Capel Building, Capel Street, Dublin 7

| | |
|---|---|
| **Job Description** | Security Officer |
| **Employee Name** | |
| **Start Date** | |
| **Location of Work** | |
| **Duties** | All duties assigned to you by your supervisor/manager/director of this company.<br><br>You are required to be flexible in this position and be prepared to undertake such other work as may be assigned from time to time. |
| **Probation & Screening Process** | Your employment is under probation for 6 months during which time your suitability for this position will be assessed and your successful application subject to a screening process.<br><br>The probationary period may be extended at the company's discretion but will not exceed 12 months in total. Any period of unauthorised absence can be used to increase the period of probation.<br><br>Your employment will be terminated if you are regarded as unsuitable within the probationary period or at any time during the screening process.<br><br>You will be dismissed if it is established that any information that you have supplied to the company is found to be inaccurate or untrue. |
| **Pay and Allowances** | Remuneration is paid weekly 1 week in arrears.<br><br>Your hourly rate will be: |
| **Method of Remuneration** | By Bank transfer or any other method, the company sees fit. Advance notice will be given if payment method is to be changed.<br><br>Employees are required to open a bank a/c and supply relevant details for pay processing. |

| | |
|---|---|
| **Absences** | You are required to work the roster supplied. You attend for work punctually and remain at work for the rostered hours.<br><br>You are not permitted to leave your place of work without permission from your immediate supervisor. |
| **Reporting Absences** | In the event of absence, for whatever reason, you are required to contact your immediate supervisor as soon as possible, but no later than 6 hours before starting time on the first day of absence. |
| **Other Absences** | Any other absence, which is not reported, is regarded as A.W.O.L. Absent without official leave. Any A.W.O.L or accumulation of A.W.O.L.'s is regarded as gross misconduct and will be subject to the disciplinary code. |
| **Sickness Absences** | A medical certificate to be submitted on the third day of continuous absence and thereafter on a weekly basis. The medical certificate to be signed by a medical practitioner stating nature of illness and expected length of illness. Any accumulation of certified leave or uncertified leave will lead to a review of the suitability for work. |
| **Hours of Work** | The company operates a 7-day business. You will be rostered to work any day/night shift as part of normal duties. Rosters are prepared in advance and will issue to you prior to each work week. You are ultimately responsible to check and comply with your roster.<br><br>You may be required to work additional hours to those rostered. You will be notified 24 hours in advance of this where possible. |
| **Other Employment** | You are not permitted to be engaged in any other form of employment other than the employment with this company.<br><br>You must notify the company of any other work in advance and obtain the written permission of this company to undertake this work. Breach of this term is considered gross misconduct. |
| **Annual Leave** | Annual Holiday year runs from January to December. The entitlement is 20 days per annum accrued on a monthly basis. Holiday entitlement will be administered in accordance with the Organisation of Working Time Act, 1997.<br><br>Holidays must be applied for 1 month in advance in writing and be sanctioned by management in writing.<br><br>No holidays can be taken in the month of December or January.<br><br>There is no cash payment alternative to statutory holidays. Annual leave is an entitlement however the granting of it is subject to the consent of management. Please ensure you take 20 days annual leave per annum. |

| | |
|---|---|
| **Annual Leave Carried Forward** | Annual leave is not allowed to be carried forward.<br>Excess holidays taken above entitlement can be deducted from weekly pay. |
| **Health & Safety** | The company operates in line with regulations laid down in Safety, Health & Welfare at Work Act, 1989. You will be issued with Safety Clothing/Equipment where necessary. You are required to comply with all Safety regulations laid down by the company to ensure your safety and the safety of fellow workers, management, clients, and invitees. |
| **Uniform** | You are required to wear and maintain the uniform supplied to you. The cost of additional uniforms apparel will be deducted from your pay if consistently mis-used or lost. |
| **Lay-off and Short Time Working** | The company reserves the right to lay you off or reduce your working hours where, through circumstances beyond its control, it is unable to maintain you in full employment.<br><br>You will receive notice where possible of lay off or short time working. You will not be paid during lay off. You will be paid actual hours worked during short time. |
| **Public Holidays** | You will be required occasionally to work on public holidays. Your pay entitlement will be in accordance with the Organisation of working time Act, 1997. You will be notified on your roster of the need to work on a public holiday. |
| **Disciplinary & Appeals Procedure** | Infringement of a term(s) of this contract can lead to disciplinary action being taken. Where disciplinary action is considered the staff member concerned will be given every opportunity to respond to any charge(s) being made. A member of staff may be required to attend at a disciplinary hearing. The disciplinary hearing and any subsequent proceeding or actions will be carried out by the company's Personnel officer.<br><br>The employee is entitled to be represented at any disciplinary hearing. The company can dismiss any employee immediately and without recourse to the Disciplinary Procedure stages 1,2,3,4 if the employee has been involved in Gross Misconduct.<br><br>Before such a determination is made the company will cause an investigation to be carried out into the gross misconduct. The staff member will be informed of the investigation and may be suspended with or without pay depending on the gravity of the gross misconduct.<br><br>Appeals are only considered if submitted in writing to the Security manager within 7 days of disciplinary action being taken.<br><br>Examples of gross misconduct are as follow:<br>• Gross Incompetence/negligence<br>• Deliberate poor work performance |

| | |
|---|---|
| | • Deliberate failure to carry out a work instruction<br>• Deliberate misrepresentation<br>• Bullying, harassment/discrimination<br>• Deliberate damage or misuse of the company's property<br>• Sleeping while on duty<br>• Threatening behaviour/physical violence<br>• Sexual Harassment<br>• Consuming alcohol or being under the influence of alcohol, drugs or other abusive substances<br>• Falsifying company documents<br>• Un-notified absences from work<br>• Breach of health & safety regulations<br>• Abusing work colleagues either verbally or in writing<br>• Misuse of e-mail facilities, post and telephone<br>• Any act of lewdness<br>• Failure to disclose a material fact on job application<br>• Being convicted of any offence, which renders the employee unable to perform his duties e.g. drunk driving conviction |
| **Grievance Procedure** | Raise grievance with immediate superior. If not resolved, raise with line management. If not resolved, refer to personnel section in writing giving full particulars. If not satisfied with personnel decision, you have the right to refer matter to the Workplace Relations Commission. If not satisfied with Workplace Relations Commission, refer to the Labour Court. |
| **Pension Entitlement** | The Company does not operate a private pension scheme. However, it will facilitate access to a PRSA by you should you so choose to avail of same. |
| **Terms of Notice and Termination of Employment** | Except in circumstances justifying the immediate termination of your employment by MCR/SAR Group you will be entitled to receive the appropriate period of notice as set out in the Minimum Notice and terms of Employment Acts, 1973 – 1991.<br><br>Your employment can be terminated without notice for any act or matter considered to be gross misconduct.<br><br>You are required to give four weeks' notice in writing of termination of your employment to MCR/SAR Group. Both parties are free to waive their right to notice or accept payment in lieu of notice, if agreed between them.<br><br>**Duration of Employment** — **Minimum Notice**<br>13 weeks to 2 years — 1 week<br>2 years to 5 years — 2 weeks<br>5 years to 10 years — 4 weeks<br>10 years to 15 years — 6 weeks<br>15 years or more — 8 weeks |

| | |
|---|---|
| **Liability** | All employees are liable for any damage or loss caused to MCR/SAR Group due to negligence of any deliberate act of the employee. MCR/SAR Group reserves the right to charge and deduct any employee for the repair, replacement, or loss of equipment.<br><br>This includes charging and deducting from an employee for the misuse of equipment such as telephones or radios. In the case of malicious damage, criminal charges may be preferred. |
| **Anti-Racism, Bullying or Harassment** | Any employee found in breach of MCR/SAR Group's policy on anti-racism, bullying or harassment whether stated or by action shall be subjected to the disciplinary code. These actions are considered gross misconduct (please refer to Employee Handbook). |
| **Health & Safety** | The company operates in line with regulations laid down in Safety, Health & Welfare at Work Act, 1989. You will be issued with Safety Clothing/Equipment where necessary.<br><br>You are required to comply with all Safety regulations laid down by the company to ensure your safety and the safety of fellow workers, management, clients and invitees. Breach of this term is considered gross misconduct. |
| **Workforce Management System: Timegate** | Please ensure you have a smart phone. It will be needed to use our workforce management system-Timegate. This will enable you to receive rosters, request holidays and update your personnel file. |
| **Industrial Injury Procedure and Personal Accident Insurance** | In the event that an injury occurs at work you are required to inform MCR/SAR Control immediately and document and submit a report of such an injury as soon as possible. If the injury deems that you will be out of work for more than 3 days, then a sick note to that effect needs to be submitted to MCR/SAR management within one week of injury.<br><br>The Company has in place a Personal Accident Insurance scheme for the benefit of employees. If you wish to avail of this insurance, please tick the box below which will allow the Company to deduct the appropriate sum from your weekly pay. The cost of such cover is determined by the Personal Accident Insurance Provider.<br><br>I have ticked the box (right) indicating my consent to the deduction of Personal Accident Insurance from my weekly pay. ☐ |
| **Retirement** | Your role has a fixed retirement age of 66 ("the retirement Age"). The company reserves the right to vary the retirement age from time to time at its discretion. |

**I agree with the above terms and conditions/employment contract.**

**MCR/SAR Employee:**

**Signed: _____**

**Date: _____**

**MCR/SAR Management:**

**Signed: _____**

**Date: _____**

Section 4

# Getting Paid, Managing Your Tax & Applying for Holidays

## Dear Employee,

Welcome to MCR/SAR Group, as you are a new/returning employee we would like to provide you with some information that you may find useful during your employment with MCR/SAR. Please read the following information carefully and retain this document for future reference.

## Your Employee Work Number

Your employee work number will be provided to you by the employee liaison officer; this number is unique to each employee and is needed for all correspondence with MCR/SAR. This number is also found on your payslip.

## Employee Details

It is important that all employees provide MCR/SAR with accurate personal details, this will not only help identify you when contacting MCR/SAR, but the details will also be needed to request your Revenue Payroll Notification (RPN) and ensure that we are able to pay you correctly. The information needed is a home address, date of birth, International Bank Account Number (IBAN) and a Business Identifier Code (BIC), PPS number and email address (see page 3 in handbook). If you are a returning employee, you need to verify that the details used previously are correct.

## Weekly Payroll

Our weekly payroll runs from Friday to Thursday of the following week and all employee's get paid a week in arrears with wages being sent to bank accounts at Thursday midnight. So, if you start work on a Monday and work until Friday you will get paid on the following Thursday for the Monday, Tuesday, Wednesday, Thursday. Then the following Thursday you will get paid for Friday, Monday, Tuesday, Wednesday, Thursday and so on. Friday is always the first day of our working week.

## Method of Pay

MCR/SAR employees need to provide bank details (International Bank Account Number (IBAN) and a Business Identifier Code (BIC) for payment purposes, if you do not have a bank account, please contact the Payroll Department to get a letter to open a bank account.

## Weekly Payslips

Payslips are distributed every Thursday, by email and published to your personal Intelli Mobile App. This App is used to store your payslips in one handy location and payroll will issue instructions for setup further on. Employees who do not have an e-mail address or who have not provided MCR/SAR with an e-mail address will have their payslips posted to them once a month (all January payslips will be posted the first week in February etc.).

## Administration

Should you require help in opening a bank account, or need a letter for a landlord, or need help with any other administration then please contact The Payroll Team on 01-8899165.

### Employee Liaison Officer

MCR/SAR has an appointed Employee Liaison Officer, who assists individual staff members who have any queries or issues with the company, tax issues, personal financial dealings, dealings with Social Welfare on your behalf.

You can contact the employee liaison officer by email at payroll@mcr.ie or by phone on 01-8899165.

### Annual Holidays

Holiday pay is paid at the employee's request using Timegate (instructions further on). This form will be submitted to your line manager or Rosters team. Request must be submitted at least 2 weeks prior to going on holidays, to allow for your supervisor time to review and approve your leave time.

### Personal Accident Insurance

MCR/SAR Group has established a voluntary Personal Accident Insurance scheme which covers employees on their way to their employment and whilst in their employment. Please contact the personnel team for more information.

### Emergency Tax (Your Local Tax Office)

Upon commencement or recommencement of employment as with any new company, you must provide MCR/SAR with your personal details including your PPS Number. All employees are initially placed on Emergency Tax until MCR/SAR Group receives your Revenue Payment Notification (RPN), your tax-free allowances are then retrieved from the Revenue website on a weekly basis for all employees with full personal details on our file.

**In order to ensure that your tax status is sorted as quickly as possible, MCR/SAR recommend the following guidelines:**

**Provide MCR/SAR Group with your PPS number and personal details.**

When you commence with MCR/SAR, the Payroll team will register you as a New Starter and inform Revenue, who will in turn provide MCR/SAR with a RPN for you, outlining your tax credits and standard rate cut off point for the current tax year.

It is in your own interest to ensure that your tax certificate is correct, particularly if you have more than one employer. MCR/SAR Payroll are obliged to apply these tax certificates from Revenue and can affect your take home pay if the tax certificate is incorrect.

It is your responsibility to ensure that your Job Status is correct at all times, and this can be done by viewing your Job Status details on your Revenue MyAccount portal.

To contact Revenue–go to **www.revenue.ie** and create a personal Account/MyAccount for your tax affairs. **T: 1890333 425.**

### PAYE Modernisation

In January 2019, Revenue introduced new legislation (PAYE Modernisation) and this brought in important changes such as real-time reporting of payroll information and job status.

From an Employer's perspective, MCR/SAR now report each payroll BEFORE it is paid to your bank account, and this includes providing Revenue with actively paid employees.

In keeping with Revenue guidelines to maintain correct records, if an employee has not been paid for 3 months, MCR/SAR will provide Revenue with last dates worked and paid.

This is an internal process to allow for the sharing of the latest up-to-date information and will not affect your employment.

### Cumulative Tax Certificate vs. Week 1 Tax Certificate

### Week 1 Tax Certificate

If a week 1 tax certificate is issued to you, your tax details are not yet finalised, as per the revenue, MCR/SAR will only be able to calculate your wages based on your earnings and tax details for that particular week. If you are issued a week 1 certificate it is advisable that you contact the revenue on 1890 333425 to inquire as to why.

### Cumulative Tax Certificate

A cumulative tax certificate puts you on the normal method of taxation payment and allows MCR/SAR to take into account all your earnings for the year and all your tax paid for the year when calculating your weekly wage.

### If you have a query on any of the following, please try to contact the correct person directly as listed below:

**Office Support**

| | | | |
|---|---|---|---|
| Tax | Payroll Department | 01 8899 165 | payroll@mcr.ie |
| Forms | Payroll Department | 01 8899 165 | payroll@mcr.ie |
| Leaving Requests | Payroll Department | 01 8899 165 | payroll@mcr.ie |
| General Queries | Payroll Department | 01 8899 151 | tandl@mcr.ie |
| Timegate Support | | 01 8899 100 | timegate@mcr.ie |

## Timegate Holiday Requests

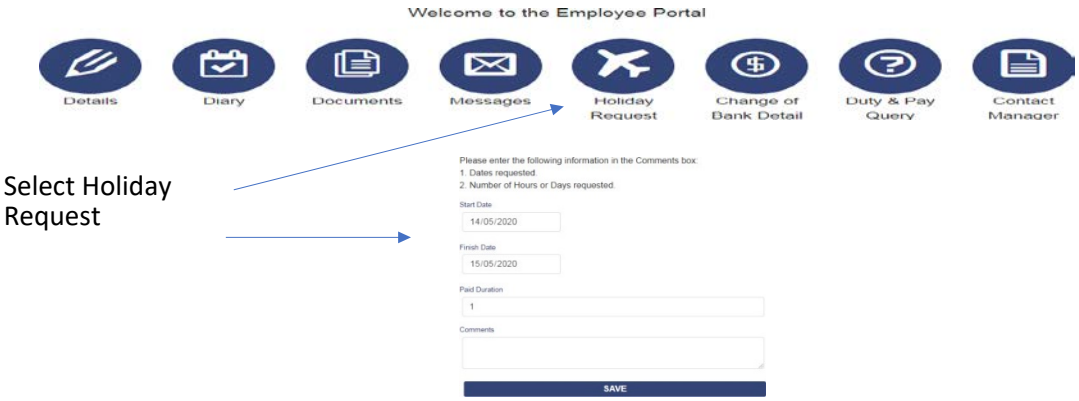
You can now request your holiday time off and payment through Timegate app.

**On a Laptop/Computer:**
If you are an MCR employee you, you can access the portal here:
https://mcremployeeportal.thefmcloud.com/

Or if you are a SAR employee you can access the portal here:
https://mcremployeeportal.thefmcloud.com/-sar

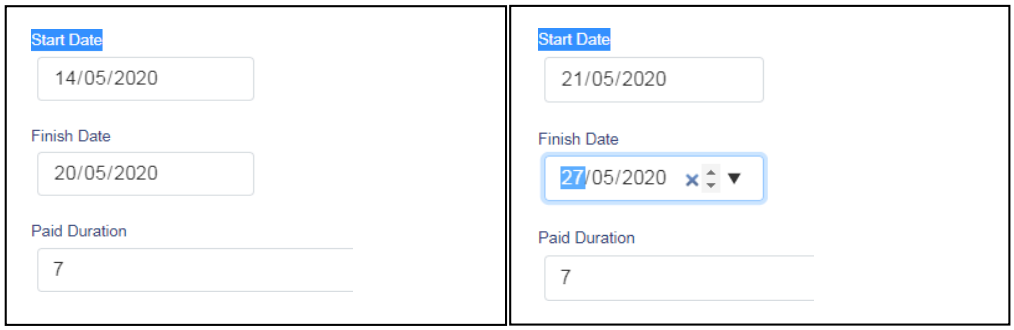
**On your Mobile phone:**
Using your Timegate App on your phone, you can access your Employee portal and request holidays.

*You can log in using the email address you have provided to us, and your password. If you have any queries, please contact MCR/SAR by email* - Timegate@mcr.ie




If requesting more than 1 week, then you need to request this on a week-by-week basis:

(*2 separate requests below*)




This will give payment for the selected dates as you will normally be paid.

**PLEASE NOTE:**

- If you require payment over and above your accrued holiday balance, then you need to contact your **Personnel Manager** in MCR/SAR.
- If you wish to enquire about your Holiday balance, then you need to contact your **Personnel Manager** in MCR/SAR.

## Sample Pay Slips

### WAGE Payslip



Name
Address 1
Address 2
Addres 3

| | |
|---|---|
| Company: | MCR Personnel/ SAR Group |
| Staff No. | 9999999 |
| PPS No. | XXXXXXXXX |
| Date: | 01/01/1900 |
| Period: | 18 |
| Department: | |
| Cost Centre: | 101 Trades & Labour OnSITE Dublin |
| Category: | |

| Payments | Units | Rate | Value |
|---|---|---|---|
| Basic | 40 | 10.10 | 404.00 |
| Overtime 1 | | | |

| Deductions | Employee TP | Employee TY | Employer TP | Employer TY |
|---|---|---|---|---|
| PAYE | 0.00 | 0.00 | | |
| PRSI | 0.00 | 0.00 | 0.00 | 0.00 |
| PA Insure1 | 0.00 | 0.00 | 0.00 | 0.00 |
| Starter Pk | 0.00 | 0.00 | 0.00 | 0.00 |
| CWPS Nett | 0.00 | 0.00 | 0.00 | 0.00 |
| CWPS Gross | 0.00 | 0.00 | 0.00 | 0.00 |

Message:

| Tax Calculation | | |
|---|---|---|
| Gross Pay | | 0.00 |
| Notional Pay/BIK | | 0.00 |
| Deds from Gross | | 0.00 |
| Taxable Pay | | 0.00 |
| @Std Rate | a. | 0.00 |
| @High Rate | b. | 0.00 |
| Tax Credit | c. | 0.00 |
| Total Tax (a+b-c) | | 0.00 |

| Tax & PRSI Information | |
|---|---|
| PRSI Code | A1 |
| Ins Weeks YTD | 5 |
| Tax Basis | |
| Emergency Start | 0 |
| Pay Method | |
| Tax Cut Off YTD | |

| Other Information |
|---|

| Nett Pay Reconciliation | |
|---|---|
| + Gross Pay | 0.00 |
| – Deds from Gross | |
| – Total Tax & PRSI | 0.00 |
| – Total Misc Deds | |
| + Non Taxable Adj | 0.00 |
| NETT PAY | |

## Timegate Roster

See Timegate Diary for your personal Roster details as updated by the Roster Team or your On-site Manager.

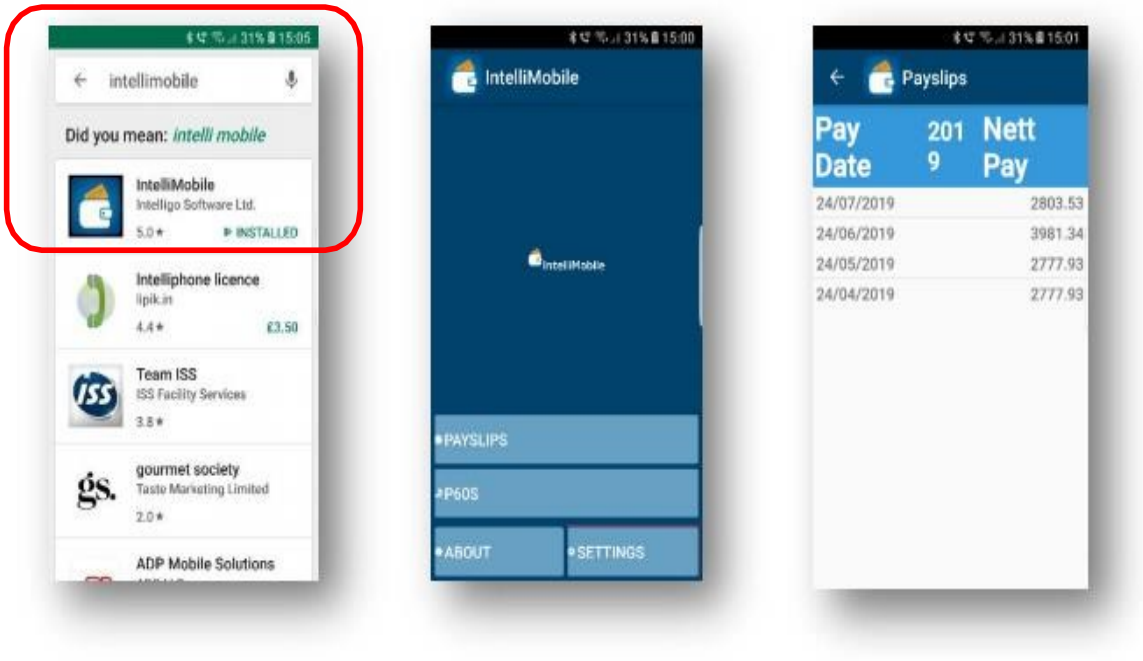
Your diary will also show the name of the site along with start and finish times, which you will need to review as this is the basis for your wages.

# Intelli mobile

## Payslip delivery App

MCR/SAR deliver payslips via a mobile application which you can access and keep copies of your payslips in one handy location. Payroll can assist you when you get your next payslip.

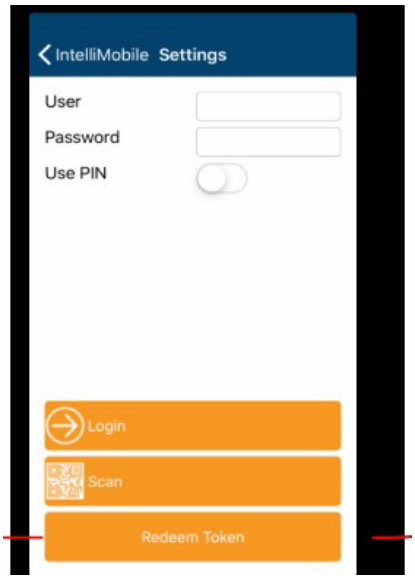
Setup Steps for Intelli Mobile with MCR Group:




- Download App from the Google App/Play store onto your Mobile device
- Receive a CODE from payroll which provides you with access to your mobile payslip
- Redeem the code
- View your payslips on your mobile phone (Payroll must publish them weekly before you can view the current weeks' payslip)
- Your next payslip will be delivered as normal by email, but you will receive a CODE on your payslip which will allow you access to your Mobile payslips (your personal code appears in the MESSAGE box)
- When you download the App, select Settings
- When you receive your payslip with your CODE, you will need to **REDEEM Token**

(Ignore User/Password for 1st use)




## Timegate

Depending on instructions from your line manager you may be asked to you Timegate. If you are instructed to use it, you will be required to download the Timegate app for rostering hours, holiday requests etc.

This means you will have 2 x Apps for MCR – One for your Wage slip (Intelli Mobile) and One for your Rosters (Timegate).

We are currently rolling Timegate to sites in a phased approach, therefore, you might use Timegate for one site and your Supervisor will submit your hours on another site. Please bear with us while we transition all sites and employees.

Click Timegate Training Video for a short video or see instructions below for downloading TG App:




**Step 1.1. Install**
Please search for the Innovise **"TimeGate Employee"** App on your mobile smart phone from Google Play Store or from the Apple App Store.
**Please click on the Install Button to download the App to your mobile device.**
***GPS Permission for the App is required for certain sites at-risk employees to confirm they have arrived safely.***
***Please note that MCR Group cannot track your current location, MCR can only see on TimeGate when you have arrived at your destination.***




**Step 2.1. Login**
Login with MCR GROUP Timegate Code **381** and with your 7-digit employee number (PIN).
Please note you will not see this screen again after the first login.
If you make an error entering the Timegate code of **381**, you will be required to uninstall and reinstall the App.




**Step 3.1. Use the App**
**PORTAL:**Pass through to the Employee Portal to check rosters, diary, book holidays etc.,
**ON:** Check ON to a duty.
**CHECK:** Check in during a duty (not required for most)
**OFF:** Check OFF to a duty.
**Control Room:** Call Control Room to check ON and OFF to a duty.
**(follow the instructions for the automated telephone booking service)**




**Step 4.1. Login to the Employee Portal**
When you Click the Portal – your default browser will open on your device.
This the same as opening any Internet browser to https://MCRGroupemployeeportal.thefmcloud.com
Please login with your email address and password set up in step 1.

Section 5

# Policies and Procedures

Section 2

# Equal Opportunities Statement of Policy

MCR/SAR Group is committed to fulfilling its legal obligations to its employees under relevant equality legislation and associated codes of practice. The Company will provide equal opportunities for all job applicants and employees. All recruitment, promotion and training will be based upon an individual's ability and job performance and will exclude any consideration of an applicant's/employee's religious beliefs, political opinion, sex, sexual orientation, membership of the Traveller community, marital status or civil partnership status, pregnancy or maternity leave, race, age or disability, having or not having dependents, trade union membership or non-membership or being a part-time or fixed term worker.

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.

To ensure the Equal Opportunity Statement is effective, MCR/SAR Group will:

- Promote equality of opportunity for all persons.
- Promote a good and harmonious working environment in which all persons are treated with respect.
- Prevent the occurrences of unlawful direct discrimination, indirect discrimination, harassment and victimisation.
- Comply with our own equal opportunities policy and associated policies.
- Taking lawful affirmative or positive action where appropriate.
- Regard all breaches of equal opportunities policy as misconduct which will lead to disciplinary proceedings.
- Regard all breaches of equal opportunities policy as misconduct which will lead to disciplinary proceedings.

# Dignity at Work Policy

## Statement of the Policy

MCR/SAR Group is committed to creating a harmonious working environment in which individuals do not feel apprehensive because of their religious beliefs, political opinion, sex, sexual orientation, marital status or civil partnership status, pregnancy or maternity leave, race, membership of an ethnic community, age or disability, having or not having dependents, trade union membership or non-membership or being a part-time or fixed-term worker.

Harassment and bullying in any form are unacceptable forms of behaviour at work.

## Definition of Harassment

Harassment is defined as unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment may take many forms. It can range from extreme forms such as violence and bullying to less obvious actions such as persistently ignoring someone at work. The following, though not an exhaustive list, may constitute harassment:

- Physical contact ranging from touching, jostling and pushing to serious assault.
- Verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters, faxes, text messages, e-mails or notices.
- Visual displays of posters, graffiti, obscene gestures, flags, bunting and emblems.
- Intimidatory harassment such as gestures, emblems or badges.
- Isolation or non-cooperation at work, exclusion from social activities.
- Coercion ranging from pressure for sexual favours to pressure to participate in political/ religious groups.
- Pressure to behave in a manner that the employee reasonably thinks is inappropriate, for example, being required to dress in a manner unsuited to a person's ethnic or religious background.
- Intrusion by pestering, spying, following etc.

## Sexual Harassment

Sexual Harassment is defined as unwanted verbal, non-verbal or physical conduct of a sexual nature being conduct which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

Many forms of behaviour may constitute sexual harassment including:

- Unwelcome acts of physical intimacy.
- Unwelcome requests for sexual favours.
- Any other act or conduct including spoken words, gestures or the production, display or circulation of written words, pictures or other material that is unwelcome and which has the purpose or effect

of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. This may include jokes, pin-ups, comments about a particular sex in general or about someone's sexuality in particular.

A single incident may constitute sexual harassment.

All our employees have the right to work in an environment which is free from any form of harassment. This includes protection from harassment from work colleagues and clients/customers. The Company recognises fully the right of employees to complain about harassment should it occur. All complaints will be dealt with seriously, promptly and confidentially.

The protection afforded by the policy extends to sexual harassment, harassment and bullying by co-workers, clients, customers or other business contacts either in the workplace or beyond the workplace including conferences and training and may extend to work- related social events. It includes the different treatment of the employee because he/she has rejected or accepted the sexual harassment, harassment or bullying, and further includes persons working with the Company who are working through employment agencies or on vocational training.

### Definition of Workplace Bullying

Workplace bullying is inappropriate, offensive, behaviour which is often an abuse of power or position. It can be direct or indirect, either 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 rightto dignity at work.

The following examples may constitute bullying:

- Threats, abuse, teasing, gossip and practical jokes.
- Humiliating and ridiculing either in private, at meetings or in front of customers/clients.
- Name calling, insults, devaluing with reference to age, physical appearance.
- Setting impossible deadlines. Making unjustified criticisms. Excessive monitoring.
- Removing responsibilities.
- Allocating menial and pointless tasks. Withholding information.
- Refusing requests for leave, holiday or training without adequate reason.

It should be noted that it is the impact of the behaviour that is relevant and not the motive or intent behind it.

### Responsibilities of Employees

All employees have a responsibility to help create and maintain a working environment, which respects the dignity of employees. They should be aware of the serious and genuine problems, which harassment and bullying can cause, ensure that their behaviour is beyond question and could not be considered in any way to be harassment or bullying. They should also provide support to colleagues who are being harassed or bullied by encouraging them to follow the agreed complaints procedure.

### Responsibilities of Managers

Managers and Supervisors have a responsibility to ensure that harassment and bullying do not occur in work areas for which they are responsible. Managers also have a responsibility to explain the Company's policy to employees and take steps to positively promote it.

Managers will be supportive and responsive to any employee who complains about harassment and bullying, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there is no further problem or any victimisation after a complaint has been resolved.

### Counselling

Employees subjected to harassment and bullying can seek advice, support and counselling in total confidence without any obligation to take a complaint further. MCR/SAR Group has commissioned counsellors to provide employees with an independent, confidential and professional counselling service. The counsellors are fully qualified and experienced in a wide range of issues. They have a sensitive and practical approach and can:

- Offer guidance on resolving harassment problems.
- Assist in resolving problems informally, with the consent of the complainant by liaising with a Company representative to schedule a confidential and voluntary interview with the person complained against in order to pursue a solution without recourse to the formal disciplinary or grievance procedure.
- Provide counselling for the parties as to their future conduct where a problem has been resolved without recourse to formal procedure.
- Counselling can be provided either by telephone or in a 'face to face' capacity.

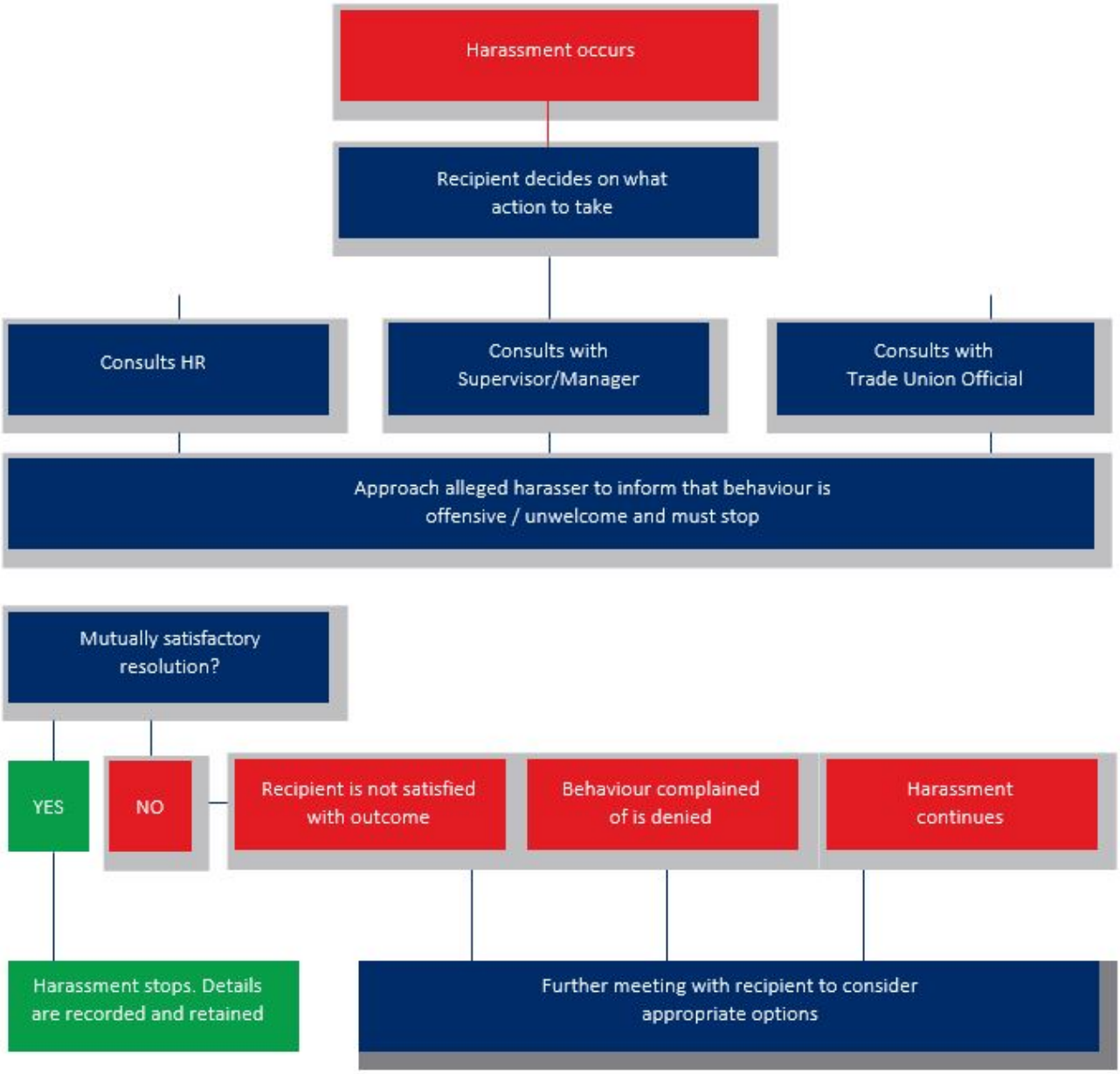
### Review

The Company will monitor the incidence of harassment and bullying. Monitoring information and the effectiveness of the policy and procedure for dealing with harassment will be reviewed annually.

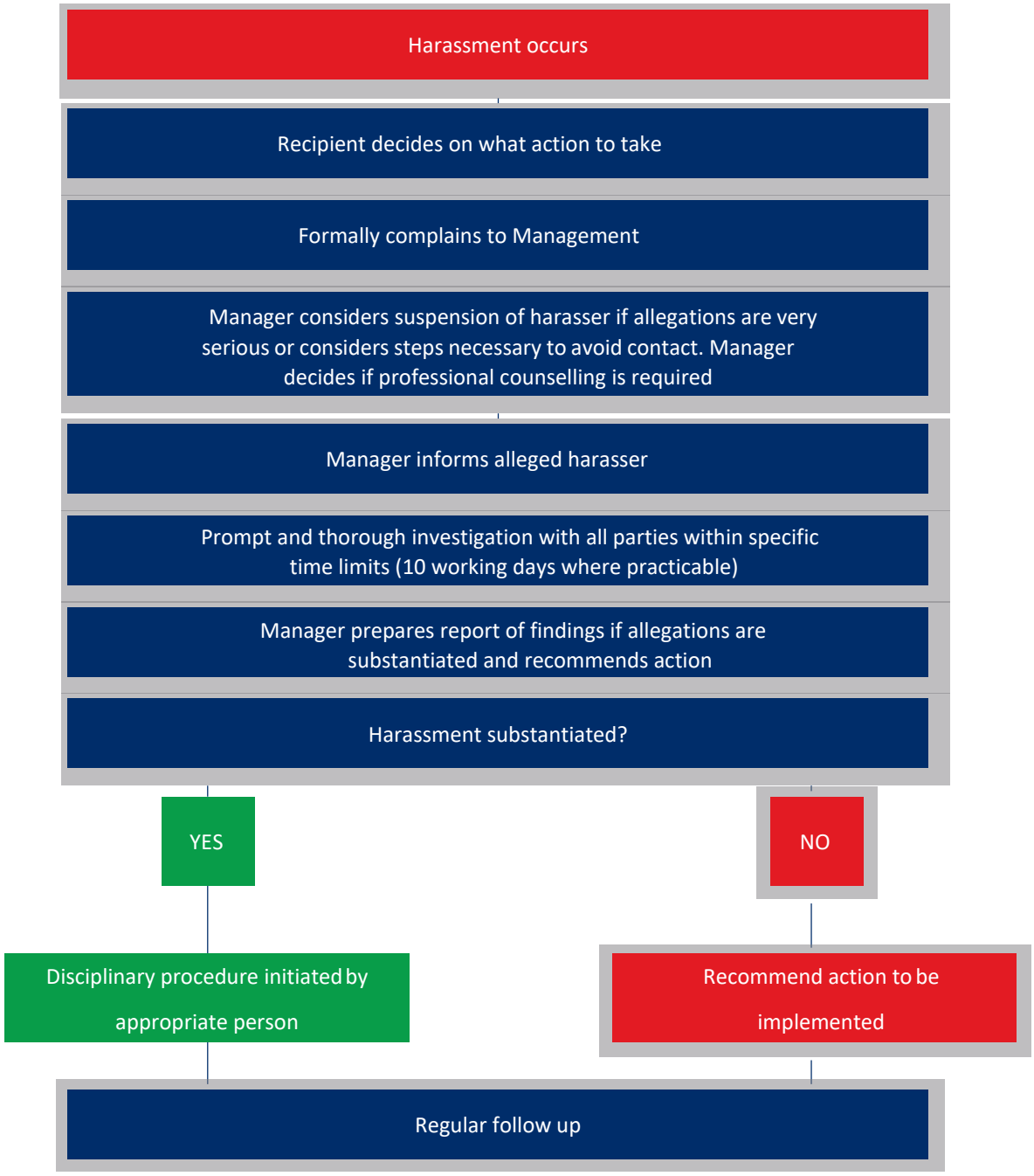
### Dignity at Work Complaints Procedure

If an employee believes that they have suffered from harassment or bullying, they are entitled to raise the matter through the following procedures:

# Dignity at Work Complaints Procedure (Informal Route)



# Dignity at Work Complaints Procedure (Formal Route)



# Disciplinary, Grievance and Appeals Procedures

All employees of MCR/SAR Group are expected to behave in a sensible and constructive way at all times during their employment with the Company. That includes, without limitation, behaviour towards fellow employees, direct reports (if applicable), Managers, and towards contacts or prospective contacts of the Company. Employees must remember that their behaviour at social occasions which are either associated with or sponsored by the Company is an extension of the workplace and the same standard of behaviour is expected here too.

## Disciplinary Procedure Aim

The aim of this Disciplinary and Dismissal Procedure is to bring about improvements in work and conduct. It is not simply a mechanism to dismiss employees, although in some cases this may be an outcome of the procedure.

## Purpose

The purpose of this procedure is to outline a recognised and consistent system to deal with any breachor alleged breach of the rules. The objective is to emphasise and encourage improvements in individual conduct. A full investigation will be undertaken into the circumstances of any disciplinary offence prior to the implementation of any action under the Disciplinary and Dismissal Procedure.

## General Principles

Management can choose to deal with minor instances of misconduct and initial unsatisfactory levels of performance informally, by way of counselling, guidance or instruction or by informally cautioning the employee.

If a problem continues or Management judges it to be sufficiently serious, this procedure will apply. MCR/SAR Group will not dismiss an employee for a first offence unless the offence amounts to gross misconduct in which case the employee will be dismissed without notice or pay in lieu of notice.

Failure to attend a disciplinary, grievance or appeal hearing without due cause and/or prior notification on 2 occasions will result in the hearing being conducted in your absence.

## Suspension

Where there appears to be a serious misconduct or risk to property or other people a period of suspension with pay should be considered while the case is being investigated.

The period of suspension will be as short as possible. During any period of suspension, employees shall not attend their place of work other than for the purpose of attending investigation interviews or disciplinary hearings.

Nor shall employees contact any other employee, supplier, customer or client of MCR/SAR Group except their companion or accredited trade union official without the consent of MCR/SAR Group. The Company may request the return of mobile phones and laptops/computers during the period of investigation.

### Procedure

MCR/SAR Group is committed to ensuring that all potential/ alleged infringements of disciplinary rules are fully investigated. This may entail carrying out investigatory interviews with employees and third parties such as witnesses, colleagues and managers, as well as analysing written records, information and CCTV footage where appropriate and where available. It may also involve a search of an employee's personal property. The investigation report will be made available to the employees as they have allegedly infringed the rules.

Where an employee is called into an investigation interview, it will be made clear that this is not a disciplinary hearing.

There are three possible outcomes of the investigation interview:

- Proceed to a disciplinary hearing.
- No further action to be to be taken which will be confirmed in writing to the employee.
- Further investigation is required before a decision can be reached.

## Disciplinary Action

The Company will not take any formal disciplinary action without:

- Having carried out a prompt and thorough investigation.
- Giving or sending the employee a letter setting out the alleged complaint made against him/her and possible outcomes of the disciplinary hearing. The letter will also inform the employee that he/ she must attend a disciplinary hearing to discuss the alleged complaint and confirm the time, date and location of that meeting. Any employee who has difficulty understanding such a letter should contact the Human Resources department for an explanation.
- Providing the employee with relevant evidence before the meeting.
- Giving the employee a reasonable opportunity to consider his or her response to that information.
- Explaining the Company's case at the meeting and giving the employee an opportunity to put his or her case in respect of the allegations made.

At each stage of the disciplinary procedure, all employees have the right to be accompanied by either a work colleague or an accredited trade union official.

Depending on the seriousness of the misconduct or poor performance, or the employee's disciplinary record taken as a whole, Stage 1 or Stage 2 of the procedure may be omitted.

The Company has other policies which are relevant to disciplinary matters, such as the Dignity at Work Policy and the Health, Safety and Welfare Policy. This procedure should be read as incorporating

provisions relating to discipline in any other Company policies.

The Company will keep records of any action taken under these disciplinary procedures.

Possible Outcomes of a Disciplinary Hearing Disciplinary warnings will only be issued after a disciplinary hearing is held.

Disciplinary action may take any of the following forms depending on the severity of the offence:

### Stage 1 – Verbal Warning

If an employee's conduct, activities or performance does not meet acceptable standards, they will normally be given a formal verbal warning. The employee will receive a letter which will detail:

- The reason for the warning
- That it is the first stage of the Company's disciplinary procedure
- The action or improvement required
- The timescale for implementing any such action
- The consequences for the employee of not implementing a required action or of further misconduct
- When the warning will cease to have the effect, subject to satisfactory conduct and/or performance
- The right to appeal

### Stage 2 – Written Warning

The Company may issue a Stage 2 warning if:

- The required improvement is not achieved within any timescale stated in the first warning
- Further misconduct or poor performance takes place during the currency of a Stage 1 warning; or
- The seriousness of the misconduct or poor performance merits it, regardless of whether a Stage 1 warning has already been issued

Where, at the conclusion of the disciplinary meeting, the manager decides to issue a Stage 2 warning he or she will inform the employee of:

- The reason for the warning, including any prior warning(s) taken into account
- That it is the second stage of the Company's disciplinary procedure
- The action or improvement which he or she requires of the employee
- If appropriate, the timescale for implementing any such action
- The consequences for the employee of not implementing the required action or of further misconduct, which could be a final warning
- When the warning will cease to have an effect, subject to satisfactory conduct/performance
- The right of appeal

### Stage 3 – Final Written Warning

As with Stage 1 and Stage 2 warnings, where, at the conclusion of the disciplinary meeting a final written warning is issued, the employee will be informed of:

- The reason for the final written warning
- The action or improvement which is required of the employee
- If appropriate, the timescale for implementing any such action
- The fact that this is a final warning and that the next stage of the procedure will be dismissal
- When the warning will cease to have an effect, subject to satisfactory conduct /performance
- The right of appeal

### Stage 4 - Dismissal

The Company may dismiss an employee where:

- The required improvement is not achieved within any timescale stated in a final warning; or
- Further misconduct or poor performance takes place during the timeframe outlined of a final warning; or
- In cases of gross misconduct, dismissal will normally result however consideration may be given in exceptional circumstances to invoke a penalty short of dismissals such as a demotion or transfer to another department or site. Where it is deemed appropriate, a final warning may also be issued or continued in force

Where at the conclusion of the disciplinary meeting the employee is dismissed, demoted, or transferred, the employee will be informed of:

- The reason for the dismissal
- The date on which the dismissal, demotion or transfer takes effect
- The right of appeal

Unless dismissal is for gross misconduct, the employee will be dismissed with notice.

### Right of Appeal

Any employee who is dissatisfied with a disciplinary decision taken in respect of him or her may appeal against that decision. They must do so by following the appeal guidelines in their disciplinary letter.

Appeals must be made in writing to the person named on the letter clearly stating the ground(s) for the appeal. The appeal must be made within 5 working days of receipt of the written outcome of the disciplinary hearing.

The Company will invite the employee to an appeal meeting. This hearing will be chaired by a manager more senior to the one who made the original decision as far as is reasonably practical and the employee must take all reasonable steps to attend.

Employees have the right to be accompanied at the appeal hearing by a work colleague or an accredited trade union official. The original decision will stand until the outcome of the appeal has been issued.

The decision of the person hearing the appeal is final and will be confirmed in writing.

### Disciplinary Rules

It is every employee's duty to observe the Company's rules and to behave in a reasonable way towards fellow employees, the Company, its suppliers, customers and visitors. It is impossible to list all possible acts of indiscipline that could occur in any employment, and it should therefore be noted that the rules indicated below are not exhaustive and can serve only as a guide.

### General Misconduct

- Unauthorised absence
- Unauthorised lateness
- Poor standard of work or inadequate attention to work
- Poor timekeeping or attendance

Employees have an obligation to ensure that they conform to the requirements of the Equal Opportunities Statement of Policy, and must not act in a manner which could be considered to be of an unlawful discriminatory nature against fellow employees, clients or other people with whom they come into contact on Company business.

- All employees must comply with the signing in and out arrangements within their place of work and must not sign other employees in or out
- All employees are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job
- All employees are expected to demonstrate the skill or aptitude required for the job, on a consistent basis especially where such skills are claimed or implied at the time employment commenced
- In the interest of the business, employees are expected to undertake reasonable duties other than those for which they have been specifically employed. Deliberate refusal to carry out a reasonable and direct instruction given by a superior during working hours will result in the disciplinary procedure being invoked
- Personal hygiene and appearance must be of high standards. Employees who are provided with uniforms must ensure they are clean, pressed and worn at all times
- All employees are expected to read and observe all authorised notices displayed particularly those relating to Health and Safety, Equal Opportunities and Dignity at Work
- All employees are expected to act in the interest of MCR/SAR Group at all times. Any conduct detrimental to the interests of MCR/SAR Group or relations with clients, visitors or the general public will be deemed to be a breach of Company rules
- MCR/SAR Group reserves the right to require employees to agree to submit their person or property (including vehicles) to being searched by an authorised person whilst on MCR/SAR Group or client premises, or at any time at the reasonable requirement of the Company

- Telephone, fax, postal, e-mail and internet facilities owned by MCR/SAR may be used for limited personal use only.
- Company material or equipment must not be used or removed from the Company without management permission
- Excessive use of personal mobile phones during working time is not permitted
- All employees must be ready to commence work at their allocated starting time
- Frequent lateness will not be tolerated and will result in the disciplinary procedure being invoked
- All employees must report immediately to their manager any damage they have caused or noticed to premises or property
- Company vehicle drivers must report any incident incurred when driving a vehicle as soon as it is safe to do so
- If employees are expected to drive Company vehicles as part of their work they must report immediately any type of driving conviction or summons which may lead to a conviction to their manager
- All employees must follow at all times the rules and regulations of a Client while working on their site
- When the working procedures and general rules are not followed, employees will render themselves liable to disciplinary procedure.

### Gross Misconduct

MCR/SAR Group hopes that it will not be necessary to dismiss any employee. There are, however, certain breaches of MCR/SAR Group rules and of established custom and practice, which will render an employee liable to dismissal. Some examples of gross misconduct which may result in summary dismissal (i.e. dismissal without notice or pay in lieu of notice) include but are not restricted to:

- Theft of MCR/SAR Group, client or colleague property or money
- A serious act of insubordination
- Private use of Company vehicles without approval
- Non approved drivers driving Company vehicles Fighting, physical assault or dangerous activity
- The use of aggressive behaviour or excessive bad language
- Serious negligence involving unacceptable loss, injury or damage to property of the Company, clients, employees or the general public
- Falsification or unauthorised entry of MCR/SAR Group records e.g. timesheets, absence records, financial records and/or fraud
- Consuming or working under the apparent influence of intoxicants, alcohol or drugs/illegal substances on MCR/SAR Group or client property or time
- Being in possession of illegal drugs whilst at work
- Failing to conform to the MCR/SAR Group Equal Opportunity Policy, Dignity at Work Policy and Dignity at Work Procedure and acting in a manner, which could be considered to be of a discriminatory nature
- The use of the e-mail system for any message that could constitute bullying or harassment (e.g. on the grounds of sex, race or disability); personal use e.g. jokes, cartoons or chain letters,

online gambling, accessing pornography; downloading or

- distributing copyright information and/or any software available to the user or excessive personal use
- Obtaining unauthorised access to, making unauthorised use of or making unauthorised amendments to information stored on computers, computer software or computer hardware
- Failure to follow proper health, safety and other regulations or failure to wear special protective clothing or use protective equipment issued for health and safety reasons
- Giving false information or deliberately omitting relevant information on the job application form, curriculum vitae, or employee starter forms
- Falsifying documentation required upon appointment e.g. photographic identification, proof of National Insurance or PPS Number
- Misuse of Company fuel card Abandoning duty without notification Sleeping on duty
- Unauthorised access to or disclosure of confidential personal information
- Unauthorised access to, or disclosure of, confidential information concerning MCR/SAR Group and its clients
- Performing, arranging or carrying out anywork or activities which could be considered to be in competition with, or which adversely affects in any way our business interests
- Any conduct which may bring the business of MCR/SAR Group into disrepute
- Selling goods to other employees or clients at work
- Smoking in Company vehicles and/or non- designated smoking areas
- Receipt of bribes to effect the placing of business with a supplier of goods and services
- Non adherence to Company policies and procedures

## Grievance Procedure

The purpose of this procedure is to ensure that all employees have an opportunity to raise formally with management any grievances relating to their job or complaints regarding the Company or any of its employees.

It is the Company's policy to encourage employees with grievances relating to their employment to use the procedure below to seek satisfactory solutions. The Company will endeavour to resolve grievances as quickly as possible to the satisfaction of the individual(s) concerned. Where this is not possible, every effort will be made to explain the reasons for the decision and, where employees are not satisfied with the outcome they have the right to appeal it.

It will usually be better for all those involved if grievances can be resolved informally. This procedure should only be used where it is not possible to resolve an issue informally in discussion with your manager. Employees who raise grievances will be treated fairly at all times before, during and after the conclusion of the grievance hearing(s).

MCR/SAR Group will endeavour to ensure that:

- All steps under the procedure are taken without unreasonable delay
- Hearings are conducted in a manner which enables employees to explain their case
- As far as is reasonably practicable, appeal hearings will be conducted by a more senior manager than the manager who made the decision which is being appealed.

### Procedure - Informal Stage

If an employee has a grievance about their employment they should discuss it informally with their manager.

If they feel that the matter has not been resolved satisfactorily through informal discussions or if they prefer not to use the informal option, they must follow the procedure outlined below.

### Procedure - Formal Stage

If an employee wishes to raise a formal grievance, they should, in the first instance, raise it in writing with their manager (or senior manager). They must include sufficient explanation of the basis for their grievance. Where a matter affects a group of employees, the Company may suggest that a spokesperson is used.

Employees may raise a complaint directly with a senior manager if it:

- Concerns their immediate manager
- Is of too personal or sensitive a nature to raise with their immediate manager
- Complaints concerning discrimination, bullying or harassment by their immediate manager

It is our intention to consider all grievances as soon as practically possible and a grievance hearing will usually be held within 10 workings days of receipt of a letter of grievance.

### The Grievance Hearing

Employees will be invited to attend a grievance hearing at a reasonable time and place enabling them to give full details and at which the alleged grievance can be discussed in depth.

Employees must take all reasonable steps to attend the grievance hearing. Management will require time to review all information and if necessary, carry outfurther investigations.

# Absence Procedure

The Company aims to secure full attendance throughout the working week. However, it is recognised by the Company that from time to time an employee may be absent from work due to illness. The length of time lost by the employee through illness will be monitored to ensure that the employee is able to do the job effectively without putting themselves or others at risk. It is not the intention to penalise the genuinely ill, however it must be recognised if the employee is medically unfit to carry out their duties they may not be able to continue in employment.

Managers will consider cases of absence on an individual basis and ensure the provision of appropriate support and advice, which may involve the input of Occupational Health. However, it is recognised that in some cases, patterns/levels of absence will be unacceptable, for example, repeated absences on a Monday, over a weekend, or after annual leave or bank holidays. In such instances, the Company may request consent to write to your Doctor to request a medical report and/or attend occupational health.

### Short-Term Absence Frequency and Action

If you have more than 3 absences within any 3 month period you may be required to attend an absence review hearing to discuss the matter.

As a result of this hearing, the disciplinary process may be invoked and you may receive a disciplinary warning. Further absences may result in further disciplinary warnings and could lead to dismissal.

### Long-Term Absence

Long-term absence is defined as continuous absence for a period of 4 weeks and therefore the following procedure will commence:

- At the start of the 5th week of continuous absence the employee will be invited to attend a meeting with their manager on work premises. If the employee is too unwell to attend the work place the Company will arrange to visit them at home with consent, where appropriate. The purpose of this meeting is to discuss the nature of their illness, to gain an indication of a likely return to work date and to consider any reasonable adjustment(s) to facilitate the return to work.
- We may organise an appointment for the employee to meet with our Occupational Health provider and upon receipt of their medical report we will meet with the employee again to discuss.

Consideration will be given to reasonable adjustments or alternative employment which could facilitate the employee returning to work.

### Absence Procedure

Given the nature of our business, we require employees to contact their manager as early as possible prior to their shift starting to allow us time to make alternative arrangements to cover their shift.

Employees must make direct contact with their manager. The Company will not accept a message from a member of an employee's family or friend unless exceptional circumstances prevent them from calling, for example, hospitalisation.

Text messages or e-mails are not recognised methods of communication.

**Absence Procedure – Day Shift**
If an employee is unable to attend work they must contact their direct line manager as soon as reasonably practicable but no later than 1 hour before the start of their shift.

**Absence Procedure – Evening shift**
If an employee is unable to attend work they must contact their direct line manager as soon as reasonably practicable but no later than 4 hours before they are expected to work an evening shift.

**Absence Procedure – Night Shift**
If an employee is unable to attend work they must contact their direct line manager as soon as reasonably practicable but no later than 4 hours before they are expected to work a night shift.

All employees must advise their manager of the following:

- Why they are unable to attend work If ill: When they became ill
- The nature of their illness
- Whether their illness is due to an accident or injury at work
- Whether they will be seeking medical attention
- Their likely date of return

Employees will be informed of the telephone number to contact their manager should they not be able to attend work on a particular day.

As part of the notification procedure, all employees must keep in regular contact with their manager with an update on the anticipated duration of their absence and likely return to work date. If an employee'sabsence continues beyond 3 calendar days, they must contact their manager on a weekly basis.

## Certification

Certification is required if an employee is off due to illness. Certification arrangements are detailed as follows.

| Calendar Days | Form of Certification |
|---|---|
| 1 – 2 | Self - certification form |
| 3rd day and onwards required from doctor | Medical Certificate |
| Return Date certificate from doctor | Final signing off |

## Returning to Work

When an employee has received their final signing off from their doctor they are required to contact their manager by 2pm on the day before they return to work so as to advise them that they are returning to work.

The reason that the Company asks employees to notify their managers is to cancel any temporary arrangement that has been put in place to cover the absent employee's duties.

Upon their return to work from medically certified illness, an employee must either submit in advance or bring with them on their first day a medical certificate from their doctor stating he/she is medically fit to return to work. Employees who do not submit this certificate will not be permitted to return to work.

Upon an employee's return to work, irrespective of the duration of their absence, they will attend a return to work interview with their manager. The purpose of a return to work interview is to discuss with the employee:

- Their fitness to return to work
- Support mechanisms that may be beneficial to them in the workplace

If employees do not follow this notification and certification procedure they will be dealt with under the Company's Disciplinary Procedure.

## Medical Examination

Employees may be required to undergo a medical examination or medical tests at any stage in their employment by Occupational Health and/or a company nominator doctor, and it is a condition of their employment that they co-operate with such a request.

In the absence of medical advice, the Company will have to take whatever little information it has as the only information it can act upon. The report provided by Occupational Health or company nominated doctor is the property of the company, and a copy of such report will be provided to the employee by the company on request.

## Meetings

Employees will be periodically asked to attend meetings with their manager for the purpose of providing information and facilitating an effective return to work. Upon mutual agreements, these meetings may occur at the employee's residence.

## Sick Pay Scheme

Details of the sick pay arrangements are governed by the requirements of the Employment Regulation Orders (ERO) for the Cleaning & Security Industries. For those governed by the SEO for the Construction Industry, the Construction Worker's Pension Scheme provides members with a sick pay benefit.

To claim Standard Sick Pay Benefit, please follow the instructions on the Construction Worker's Pension Scheme website at www.cwps.ie (form SP1).

## Annual Leave Policy

The holiday year runs from 1st January to 31st December and your holiday entitlement is four working weeks in accordance with the provisions of the Organisation of Working Time Act. You will accrue annual leave on the basis of 1/12th of your annual leave entitlement for each complete month of service in the holiday year.

Your Manager must approve all annual leave and where applicable, it must coincide with the closure of your place of work. In your own interest, you should not make any holiday bookings until you receive approval from your Manager. A request to take annual leave of
1 working week or more must be submitted to your Manager 4 weeks prior to the first date of annual leave. A request to take annual leave of less than 1 working week must be submitted to your Manager 2 weeks before the date of the annual leave. Your Manager
will respond to your request as soon as possible. You will need to fill out a holiday request form in order to request annual leave.

Accrued annual leave entitlement not used at the end of the annual leave year cannot be carried forward without prior authorisation from the Managing Director. Approval will only be granted in exceptional circumstances.

If the site you are working on closes for a short period of time (e.g. Christmas week, etc.) you are required to take annual leave over these periods.

If your employment commences part of the way through the annual leave year, your entitlement will be calculated on a pro rata basis.

If you leave the Company you will normally receive payment for all unused accrued annual leave entitlement. If you have taken more annual leave entitlement than you have accrued during the annual leave year the balance will be deducted from any outstanding pay. Payment or deductions for annual leave in these circumstances will be calculated on the basis of 1/12th for each complete month of service.

Where too many employees request the same annual leave and if granted would significantly impact upon business efficiency then annual leave will be granted on a first request, first granted basis. Payment for all annual leave will be made at your normal rate of pay.

## Bank/Public Holiday Pay

Payment for all Bank/Public Holidays will be in accordance with the Organisation of Working Time Act 1997 and the terms of the Employment Regulations Orders for the Cleaning and Security Industries (your contract of employment will tell you if either of these EROs applies to you). For those whose employment is not covered by an ERO, the terms contained in their contract of employment will apply.

# Health, Safety and Welfare Policy

MCR/SAR Group will actively promote a strong Health Safety and Welfare policy throughout the Company. We will provide safe and healthy working conditions for all employees and will take positive action to ensure that others who may be affected by our activities are also protected, for example, contractors, clients, and the public. We view health and safety as a core business activity and are committed to complying with legal and other relevant standards as a minimum requirement.

MCR/SAR Group will:

- Co-operate with all those with an interest in health, safety and welfare including the enforcing authorities and other interested parties
- Provide adequate financial support for the full implementation of the policy
- Ensure that all persons are competent to carry out the duties asked of them and will provide all information, instruction, supervision and the necessary training
- Ensure that all employees are consulted on matters of health, safety and welfare and will encourage positive employee participation
- Consider the health, safety and welfare of its employees to be of prime importance to the Company and essential to the operation of its undertaking

The Company is committed to a proactive approach to accident prevention in order to achieve continual improvement in health, safety and welfare performance. Everyone within the Company has a role to play in achieving a safe and healthy working environment and employees will be made aware of their obligations and duties via our Health & Safety Statement.

This Statement will be kept up to date, will be amended to suit any changes in the size or nature of the company's business activities and will be available to all interested parties. Changes to this Statement will be recorded as a measure of our health and safety objectives.

Signature:



Kealan Turley
Managing Director,
MCR/SAR Group

# Health and Safety Statement of Intent

It is the Company's intention to enforce appropriate measures to control and monitor health and safety procedures as a vital part of running of the Company as an efficient and successful operation.

Therefore, so as far as is reasonably practicable, the Company will:

- Ensure that equipment and working practices are safe and offer no hazard and risk to health and safety
- Ensure that all necessary precautions are taken in respect of the safe use, handling, storage and transport of materials and substances
- Provide such information, instruction, training and supervision as is necessary to ensure the health and safety at work of all employees
- Maintain all places of work, work equipment and transport under its control in a safe condition, free from risk to health and safety
- Provide adequate facilities for the welfare of employees
- Safeguard the health and safety of visitors, contractors and of any members of the general public who could be affected by its activities
- Provide all necessary information relating to health and safety in respect procedures and services and, where necessary, consults with employees
- Review and update the policy as and when necessary particularly in respect of major changes within the company and/or changes in legislation and brings these changes to the attention of all employees
- Ensures that all employees are mindful of their health and safety responsibilities and co-operate with the company and its efforts to fulfil the above policy
- Ensure the policy is monitored and audited in the workplace

Signature:



Kealan Turley
Managing Director,
MCR/SAR Group

# Confidentiality and Proprietary of Information Policy

Any information acquired during the course of employment must be kept confidential, except where it is necessary and appropriate, in the course of employment to disclose it. Employees must not disclose, either during or after the termination of their employment any public statement or statement to a person employed or associated with the media concerning the Company, our customers/clients or suppliers.

This duty of confidentiality extends to any other matters that employees may acquire knowledge of by reason of their employment and continues, without time limit, after employment has terminated save in so far as the information has come into the public domain through authorised disclosure.

This applies to anything not directly connected with the business of the Company but which is done during normal working hours or which relies on knowledge gained in the course of employment.

Any documents or tangible items which belong to the Company or which contain any confidential information must not be removed from the Company's premises at any time without proper authorisation and must be returned to the Company upon request and, in any event, upon the termination of employment.

Any discovery, invention, secret process or improvement in procedure discovered, invented, developed or devised by an employee during their employment with the Company (and whether or not in conjunction with a third party) and in the course of an employee's duties affecting or relating to the business of the Company or capable of being used or adapted for use in it, should immediately be disclosed to the Company and, subject to such rights as they may have under the current legislation, will belong to the Company.

Any other works created by an employee in the course of their employment, or using Company property or equipment, shall belong to the Company, and employees will, where necessary, assign all rights in such works to the Company on request. Employees may not use such works, other than in the course of their employment.

# General Information

### Expenses

The Company will reimburse to you all expenses properly incurred by you in the performance of your duties, provided you have received prior approval for such expenditure from your Manager, you provide the Company with receipts as evidence of actual payment and you submit your expenses claim form within the deadlines stipulated by the Finance Department.

### Personal Property

The Company does not ensure employees' property and accepts no liability for loss or damage.

### Personal Protective Equipment (PPE)

If PPE is deemed as a requirement for the position you hold, you will be issued with the necessary PPE and it is your responsibility to ensure that you wear it at all times. Any faults or defects must be reported to your line manager immediately.

### Health and Safety

Under current Health & Safety legislation we, as an employer, have a duty to ensure the health and safety of employees. Similarly, you have a statutory duty to comply with the health and safety requirements and to take care to maintain your health and safety and thatof your fellow employees.

### Return of Company Property

Upon the termination of your employment and at any other time during the course of your employment at the request of your Manager, you must return immediately to the Company all books, documents, credit cards, security passes, keys, access fobs, laptop and bag, mobile telephone and any other property which belongs to the Company or which contains or refers to confidential information.

Where Confidential Information is in your possession or control in electronic form you must return to the Company any equipment containing such information and delete it from the hard drive of any personallaptop or other storage devise owned or operated byyou.

# Data Protection Policy

## 1. INTRODUCTION

As an employee of MCR/SAR Group, you provided us with personal information when you started employment, and you continue to as an employee. Information relating to you but created by us or coming from others is also personal information, even though it has not come from you directly.

Personal information can include:

- the details included in your contract of employment;
- your pay and benefits;
- tax and bank details;
- details of your working hours, schedules, periods of leave and absence;
- your training and health and safety records; and
- your performance records.

We collect and use this personal information to manage our relationship with you as an employee, lawfully, and fairly, and to ensure we run the MCR/SAR Group business in the best possible way. This means using your personal information so we can:

- meet the terms of your employment contract;
- comply with our legal obligations;
- protect our legal position;
- and subject always to your rights, pursue MCR/SAR Group's legitimate best interests.

**This statement is about the personal information we collect and process as the data controller during your employment with us. It gives you more detail about what we do with it. It also lets you know your rights.**

## 2. HOW WE USE YOUR PERSONAL INFORMATION

### 2.1 Meeting Our Contractual Obligations

As your employer, we must meet the terms of our contract with you. You are also expected to meet the terms of that contract.

We use your personal information where necessary for ensuring our respective employment contract obligations are met, specifically:

- providing you with employment, and allocating you tasks and duties;
- providing you with your contractual entitlements, such as pay, benefits, holidays and the reimbursement of expenses; and
- managing our relationship as employer and employee.

**2.2 Meeting Our Legal Obligations**

As your employer, MCR/SAR Group has many legal obligations to you and others. We use your personal information where necessary to make sure our legal obligations are met in respect of your employment, and the work you undertake as one of our employees, specifically:

- our responsibilities to you under employment and other applicable laws;
- our health & safety responsibilities to you, your fellow employees and others;
- ensuring the safety and security of others, their property and personal information;
- responsibilities in respect of the collection and payment of employment taxes;
- and detecting and reporting crimes or unlawful activity.

**MCR/SAR Group and Its Clients' Legitimate Interests**

Some of your personal information is processed in MCR/SAR Group's legitimate business interests, or that of its clients, for the effective conduct and management of our respective activities: measuring, monitoring, and improving operational performance, including compiling key performance statistics, benchmarking, and business development;

- implementing and maintaining best practice;
- providing management and operational data to clients in accordance with their contractual or legitimate requirements;
- identifying and managing risks;
- and reference information.

When we process your personal information for our legitimate interests, we make sure we have considered and balanced the potential impact on you. We will never use your personal information in a way that is detrimental to your interests. Where we process your personal information for purposes we consider to be in our legitimate interest, you have the right to object to this processing. You may exercise this right by writing to us at our address or by emailing us.

## 3. PERSONAL DATA NOT OBTAINED FROM YOU

Certain categories of personal information that we use may not have been obtained from you, but:

- generated by us in connection with your employment;
- provided to us by our clients in the context of our provision of services to them; or
- provided to us by third parties, such as the Revenue Commissioners and your referees.

These categories of personal information include:

- operational records, such as timesheets, rosters, and schedules;
- pay and benefit records, such as pay slips, expense records, and tax records;
- holiday and other leave records;
- training and competency records, such as outstanding training requirements, training outcomes and competency levels;

- performance records, such as appraisals, supervisor or manager records, formal and informal feedback, bonus or performance related pay attainment, and client feedback;
- disciplinary records, including investigations, outcomes, and sanctions;
- health & safety records, including records related to accidents, investigations, and outcomes;
- information in connection with legal and insurance claims; and
- reference information.

## 4. PERSONAL INFORMATION RELATING TO YOUR HEALTH OR TRADE UNION MEMBERSHIP

**Information Relating to Health**

- During your employment it is likely we will process personal information relating to your health: health & safety records, including records related to accidents, investigations, and outcomes;
- sickness and absence records that disclose information relating to your health; and
- information concerning your health in the context of our management of your wellbeing or performance as an MCR/SAR Group employee.

We do this only:

- When necessary to carry out our obligations, or exercise our rights as your employer;
- or to protect MCR/SAR Group's legal position.

### 4.2 Information Relating to Trade Union Membership

We may record that you are a member of a trade union, and process personal information relating to that membership:

- To fulfil your payment of union subscriptions;
- when necessary to carry out our obligations, or exercise our rights as your employer;
- or to protect MCR/SAR Group's legal position.

## 5. WHO ELSE RECEIVES YOUR PERSONAL INFORMATION

So, we can meet our obligations to you, our clients and other stakeholders in the most efficient and effective way, we may share your personal information with third parties. The categories of third parties who your personal information is shared with are detailed below. Your personal information is not shared with anyone else. It is not transferred outside the European Union (unless otherwise stated).

### 5.1 Clients

We provide certain of your personal information to our clients to:

- allow them to effectively manage our contract with them; and
- enable them to ensure their legal obligations in respect of: (a) our provision of services to them;
- and (b) the carrying out of your duties and responsibilities on their premises, are fulfilled (for example, in the respect of the protection of vulnerable or young people).

**5.2 Government Authorities**
We may provide any of your personal information to relevant authorities, such as Garda Síochána or the Revenue Commissioners, where necessary to discharge any legal obligations we have or to exercise or defend MCR/SAR Group's legal rights.

**5.3 Information Technology and Systems**
Information technology and software service providers are used by MCR/SAR Group to support its activities. These include:

- Innovise Software Ltd – Timegate software for time and attendance management, and payroll support.

These third parties can only use the personal information we share in order to provide their services to us. Where your personal information is in electronic format, it is stored on our own managed servers, and also with third- party data storage providers.

**5.4 Professional Advisers and Other Service Providers**
We engage a range of third parties to provide services, advice and products to MCR/SAR Group. We may provide them with personal information so those services, advice or products can be supplied to us:

- Professional service firms, such as law firms, accountancy firms, insurance brokers and other advisory businesses;
- insurers; and
- training providers

**5.5 Other Third Parties**
Your personal information may be shared with third parties (such as your bank for the purposes of confirming your employment by us and rates of pay) in accordance with your written and verified instructions, including:

- The Construction Workers Pension Scheme for the purposes of pension administration;
- Relevant Unions for the purposes of administering and paying your union subscriptions

## 1. FOR HOW LONG DO WE KEEP THIS PERSONAL INFORMATION?

Unless stated otherwise below, we retain your personal information for a period of no more than six years after the date you cease to be employed by MCR/SAR Group.

## 2. YOUR RIGHTS

**7.1 Right to Withdraw Consent**
Where we have asked for your consent for any of our processing of personal information, you can withdraw that consent at any time.

Write to us at our address or email geoffrey.doyle@mcr.ie . Once your request has been verified, we

will stop our processing within one working day. This only applies in respect of processing where your consent has been provided.

**7.2 Accessing, Deleting, Rectifying, And Moving Your Personal Information**
You have the right to:

- access your personal information; require us to delete it;
- rectify any personal information we hold that is incorrect; and/or
- have your personal information transmitted to another data controller.

If you want to exercise these rights, please let us know in writing. You will need to provide sufficient information to verify and complete your request. We will complete your request within thirty days, subject to any legal or other requirements that requires us not to complete your request, in which case we shall inform you of this where we are permitted to do so.

**7.3 Lodging a Complaint**
You can at any time complain about our processing of your personal information with your local data protection authority. MCR/SAR Group's supervisory authority is: Data Protection Commissioner, Canal House, Station Road, Portarlington, R32 AP23, Co. Laois, Ireland www.dataprotection.ie

**7.4 How Do You Contact Us?**
The data controller is MCR Outsourcing Ltd (t/a MCR Group/SAR Group)
You can write to us at: Units 1 - 3 The Capel Building, Strand Street Little, Smithfield, Dublin 7
You can email us at: geoffrey.doyle@mcr.ie



Geoffrey Doyle,
Operations Director,
MCR/SAR Group

Section 6

# Confirmation & Acknowledgement

**Confirmation and Acknowledgement**

*I confirm that I have read and understand all of the employment policies and procedures contained within this handbook.*

Yes ☐

Full Name

Date of Acknowledgement

**Please carefully check you have completed all required fields contained within this document, refer to page 3 for instructions if you are not sure.**

**Failure to complete all required forms may delay the registration process**

Thank You for Taking the Time to Complete This Form.

# Amendment Log

All amendments to this document must be recorded on the amendment log below. Superseded pages must be removed, destroyed, and replaced by the amended page/section.

Amendments must be communicated to all employees.

| Section Amended | Page No(s) | Filed By | Date |
|---|---|---|---|
| Created | All | Vanessa McKenna | 15.05.2019 |
| Reviewed | All | Geoffrey Doyle | 15.05.2020 |
| Timegate info added | Pg. 8-10 | Caoimhe Siwale | 23.06.2020 |
| Sections added for security | Pg. | Sadia Gilani | 27.09.2021 |
| Reviewed | All | Vanessa McKenna | 12.10.2021 |
| Reviewed | All | Vanessa McKenna | 08.12.2021 |
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# Handbook Ends.

Please ensure you have completed the forms contained within and return saved copy to Personnel Manager.

**MCR Group, parent company of SAR Group,** has been one of the largest providers of outsourced staff and services in Ireland since 1996. MCR Group provides a broad rangeof service solutions through a number of professional subsidiary companies. In response to the markets growing demand for multi service suppliers, we provide Labour, Cleaning, Security and Engineering services nationwide currently employing a workforce of over 3,000 employees.

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