

Herm Island Limited

Employee Handbook

The information contained within this handbook is to be considered in conjunction with a Contract of Employment. This document is confidential and intended solely for the use of current, previous or prospective members of staff of Herm Island Limited 'The Company'. All members of staff should ensure this is used as a point of reference for any employment related policies or procedures.

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1. Alcohol and Substance Misuse

- 1.1 The primary purpose of this Policy is to protect the health and safety of all members of staff of the Company and where applicable, offer assistance and support to those members of staff who suffer from drug and/or alcohol dependency.
- 1.2 The Company is committed to a safe, healthy, and productive workplace for all members of staff. The Company recognises that alcohol, drug, or other substance abuse by members of staff will impair their job performance and will have serious adverse effects on the safety, efficiency and productivity of other members of staff in the Company and in the Community as a whole.
- 1.3 In an effort to address this subject, the following will apply:-
- The misuse of legitimate drugs or the use, possession, distribution, or sale of illicit, un-prescribed controlled drugs is strictly prohibited and may be grounds for dismissal. Members of staff should regard this prohibition as an important term of employment with the Company and in support of local law.
 - Being unfit for work because of use of drugs or alcohol is strictly prohibited, however, the Company recognises that alcohol and drug dependency is a treatable condition and is committed to assisting the member of staff through such treatment and rehabilitation.
 - Failure to seek advice or follow the appropriate treatment promptly (which will be supported by the Company under its sick leave policy) will be dealt with under the Company's Performance and Conduct procedure.
 - The Company may also require members of staff to submit to medical evaluation or alcohol and drug testing where cause exists to suspect alcohol or drug abuse. A positive test result or refusal to submit to such a test are grounds for appropriate action, including dismissal.
- 1.4 While this policy refers specifically to alcohol and drugs, it is intended to apply to all forms of substance abuse.

2. Annual Leave

- 2.1 The Company's holiday year runs from 1 January to 31 December.
- 2.2 Members of staff must agree holidays in advance with their Departmental Manager. If the application is for less than five days holiday at one time, approval should be sought at least one week in advance. If the application is for more than five days holiday, approval should be sought at least two weeks in advance wherever possible.
- 2.3 For members of staff joining the Company during the course of the holiday year then holiday days will be calculated pro rata as follows: $(\text{holiday entitlement} / 12) \times \text{months worked}$.
- 2.4 In the event of termination of a Contract of Employment by either party, holiday entitlement will be calculated pro rata as above: Members of staff shall be entitled to receive pay in lieu of accrued holiday save where the employment is terminated summarily for gross misconduct or where a member of staff fails to give full notice in accordance with their Contract. If either party has served notice to terminate the employment, the Company may require the member of staff to take any accrued but unused holiday entitlement during the notice period or, if applicable, any such holiday shall be deemed to be taken during any period of Garden Leave.
- 2.5 A sum in respect of any days' holiday taken in excess of entitlement as at the date of termination will be deducted from the final salary and any excess will be recoverable from the member of staff direct. Payment for each day is calculated on an hourly rate, based on an 8 hour working day.

2.6 Employees are not entitled to carry over unused holiday to the following year, without the prior permission of a company director. If the employee does not use up their full entitlement in any given year, holiday untaken will be lost.

2.7 Please refer to your contract of employment for details of your holiday allowance.

3. Betting and Gambling

3.1 Members of staff are prohibited from engaging in betting or gambling activities (including internet based) during working hours and whilst on the Company's premises or systems.

4. Boats

4.1 Boat times (approx. hourly) are posted daily in the staff canteen with the appropriate landing stage. Trident lands at the main Harbour three hours either side of high tide and at Rosiere steps, three hours either side of low tide. You must carry your pass with you in order to board the boat. When the island is very busy, you will be asked to board last, behind paying passengers. On rare occasions you may have to wait for the next boat.

4.2 Due to the very high tides in the Channel Islands, the boat may depart from Guernsey from one of three places. The Weighbridge Steps (high tide), Cambridge Steps (most often) and Inter Island Quay (very low tides). Ask at the Travel Trident kiosk if you are unsure.

4.3 Always help to carry luggage, goods etc on and off the boat. This inter-departmental cooperation is really important and an essential part of island life. Failure to do so may result in suspension of the boat pass.

4.4 Please consult the boat timetable in the staff canteen for ferry times. Please note that sailing times will vary dependant on time of year and due to local tidal and weather conditions.

4.5 In exceptional cases, permission may be sought from the hotel manager to catch the evening dinner boat which leaves Guernsey at 19:00 and Herm at 22:45. This is a private charter and not normally available to staff and only runs on selected nights during the year.

5. Bullying and Harassment

5.1 The Company fully supports the right of all people to be treated with dignity and respect at work. They are committed to promoting a working environment free from all forms of harassment and bullying and agree that appropriate steps should be taken to achieve this. The Company is aware that workplace bullying has a detrimental and negative affect on individuals and therefore operational efficiency. The Company has therefore resolved to create a working environment that supports the dignity of all members of staff and is free from bullying and any other forms of harassment.

5.2 All members of staff should make themselves aware of this policy forbidding the bullying of any member of staff by another employee and will be expected to comply with this policy. Appropriate action will be taken under the Performance and Conduct procedure.

5.3 The Company also recognises that it has a responsibility to protect members of staff from bullying at work by members of the public. All staff have the right to be treated with respect by the public they provide services to. Bullying and harassment of staff by members of the public should be reported to your Departmental Manager immediately.

5.4 All members of staff have a clear role to play in helping to create a climate at work in which bullying behaviour is unacceptable. In particular, employees should be aware of their own conduct, avoid colluding with inappropriate behaviour and co-operate fully in any complaint procedure. Departmental Managers have a responsibility to raise

awareness of the issue, respond positively to any complaints and challenge and stop unacceptable behaviour in the workplace.

6. Compassionate Leave and Time off for Emergencies

- 6.1 The Company recognises that members of staff may from time to time need to take time off to deal with personal matters.
- 6.2 Examples of “personal matters” include (but are not limited to): death of a family member, illness of a dependent, the breakdown of care arrangements for dependent, unexpected incidents involving a dependent child during school hours, attending funerals, visits to the dentist or doctor, etc.
- 6.3 In the event of the death of a close family member, a member of staff can take time off to make funeral arrangements as well as to attend the funeral. The Company will consider each situation on a case by case basis, and may allow either fully paid or unpaid compassionate leave according to the circumstances. Such arrangements should be agreed with your Departmental Manager as soon as possible.
- 6.4 In the event of a medical emergency of a dependent or close family member necessitating the member of staff to take time away from work to deal with the situation, the case will be reviewed sympathetically and time off will be allowed according to the severity of the circumstances. Such arrangements should be agreed with your Departmental Manager as soon as possible.
- 6.5 Other personal matters will not normally attract compassionate leave. Where the member of staff needs to take time away from work to attend to personal matters (including medical needs of a dependent which can be planned for e.g. appointments, non emergency operations), it is expected that absence will be met from the employee’s annual leave allocation, or be made up by additional hours worked after the event. Unpaid leave is not normally granted under such circumstances.

7. Criminal Record Checks

- 7.1 The Company is committed to fair treatment of existing and prospective employees, and subject to its responsibilities, undertakes to treat all applicants for positions fairly and not discriminate unfairly on the basis of offending background.
- 7.2 Applicants may be required to provide, details of their ‘unspent’ criminal convictions as defined by the Rehabilitation of Offenders (Bailiwick of Guernsey) Law, 2002 (Commencement, Exclusions and Exceptions) Ordinance, 2006 (here on known as “relevant Rehabilitation of Offenders legislation”). Information about ‘spent’ convictions as defined by relevant Rehabilitation of Offenders legislation is required only if the nature of the positions allows the Company to ask about an individual’s entire criminal record.
- 7.3 At the discretion of Herm Island Management a criminal record check may be requested for members of staff, including casuals, volunteers and temporary staff prior to the commencement of employment. Recruitment materials for such posts will state that a Disclosure will be requested in the event of an individual being offered employment.
- 7.4 Where a Disclosure is to form part of the recruitment process, the Company encourages all applicants called for interview to provide details of their criminal record at an early stage in the application process. Failure by an applicant to reveal information that is directly relevant to the post sought could lead to withdrawal of an offer of employment.
- 7.5 Having a criminal record will not necessarily debar an individual from being employed by the Company unless it is considered that the conviction renders that person unsuitable for appointment to the post applied for. This will depend upon the nature of the position and the circumstances and background of the offences.

8. Dress Code and Personal Hygiene

- 8.1 The dress code policy is necessary in order to:
Present a smart and professional image in accordance with the business aims, to have regard to relevant health & safety considerations and to meet accepted standards for food handling.

All staff are expected to report for each shift in proper and complete uniforms, or other acceptable attire, in accordance with the company dress code applicable to their specific role. This will be determined in discussion with individual departmental managers.

- 8.2 All staff must follow good personal hygiene practises by showering daily, and if required, more often. The use of deodorant is encouraged. All food handlers are expected to comply with the company hygiene policy for food handlers, and with the training given commensurate to their position.
- 8.3 Any working clothes or equipment issued to you remains the property of the company and must be maintained in good condition. The employer reserves the right to deduct the cost or loss or unreasonable damage from the employee's wages.
- 8.4 Staff in roles that require Personal Protective Equipment (PPE) are required to wear this while carrying out their duties in accordance with health & safety requirements. If individuals are unsure about such requirements they should discuss this with their departmental manager.

9. Equal Opportunities

- 9.1 It is the Company's policy to give full and fair consideration to employees and potential employees regardless of age, race, colour, sex, gender reassignment, marriage, disability, ethnic or national origin.
- 9.2 All policies, practices and procedures relating to resourcing, training, development and promotions are administered equally and in accordance with all applicable laws.
- 9.3 It is the Company's policy to provide equal opportunities in all aspects of employment from the sourcing and selection of candidates, recruitment and training of employees to terms and conditions of employment and reasons for termination of employment and to ensure that any employment decisions are taken without reference to irrelevant or discriminatory criteria.
- 9.4 If members of staff feel they have been discriminated against, or have witnessed behaviour which they believe amounts to discrimination, they should first bring this to the attention of their Departmental Manager under the Company's Grievance Procedure.
- 9.5 In the unlikely event that a complaint is found to be made maliciously, the member of staff concerned may be the subject of disciplinary action under the Company's Performance and Conduct Procedure.

10. Gratuities

- 10.1 Where applicable (i.e. hotel, mermaid) gratuities which are accumulated over the season are liable to Income Tax and Social Security deductions and are paid out at the end of the season. Gratuities are not paid to those who do not complete their contracted employment dates.

11. Grievance Procedure

- 11.1 It is the Company's policy to ensure that any member of staff with a grievance has access to a procedure which, should that matter not be resolved by informal means, can lead to a speedy resolution of the grievance in a fair manner.

Stage 1

If any problem arises in connection with a member of staff's work or if a member of staff is dissatisfied with any action taken or decision made by the Company or a fellow colleague, that member of staff should discuss the matter informally with their Departmental Manager, who should revert within a reasonable time frame (normally within five working days).

Stage 2

If the reply given at stage one does not satisfactorily resolve the grievance, the member of staff should detail the grievance in writing. The written grievance should then be submitted to your Departmental Manager.

Stage 3

If the matter is not resolved satisfactorily within five working days, the member of staff may elect to appeal to a Director, who will give a written decision normally within five working days unless there is substantial reason to delay to review the situation and make a decision. This decision will be final.

Although every effort will be made to resolve the issue within the time frames mentioned above it may not necessarily be feasible dependant on workload pressures of the business and therefore delay's may naturally occur. Where this is the case the grievance will still take high priority and will be dealt with in a professional and efficient manner.

12. Health and Safety

12.1 The Company is committed to high standards of health, safety and welfare for employees, clients and visitors on its premises. The Company accepts its duties under The Health and Safety at Work (General) (Guernsey) Ordinance 1987 and all associated regulations and codes of practice and will take all reasonably practicable steps to ensure that statutory duties are met as a minimum standard.

The aim of the Company under this policy is:

- To provide adequate control of the health and safety risks arising from our work activities;
- To consult with employees on matters affecting their health and safety;
- To provide and maintain safe equipment;
- To provide information, instruction and supervision to employees of health and safety matters;
- To ensure employees are able to do their jobs safely and provide adequate training to ensure this is achieved;
- To prevent accidents and cases of work-related ill health;
- To maintain safe and healthy working conditions;
- To review and revise this policy as necessary at regular intervals.

12.2 Directors and members of the management team will be personally responsible for all aspects of employee health, safety and welfare within their teams. In addition, they will ensure that all policies are adhered to and that safe systems of work are available and in use by employees and others under their control.

These safe systems of work will ensure:

- Compliance with the requirements of the law;
- Carefully thought out, communicated and monitored working practices;
- Compliance with accepted standards of cleanliness and housekeeping;
- Adequate means of safe access to and exit from the place of work;
- Effective consultation and co-operation about health and safety and positive participation in inspection and audit schemes;
- Training programmes which are of acceptable standard, well developed and constantly reviewed;

- Procedures that are consistent with approved environmental health and safety strategies.

12.3 Employees under The Health and Safety at Work (General) (Guernsey) Ordinance 1987 have an individual duty to take care of their own safety. Through this policy and any further notices, the Company will bring to the attention of its employees their duty, namely:

- To take reasonable care of the health and safety of themselves and of other persons who may be affected by their acts and omissions at work;
- To co-operate with the Company so as to permit the Company to meet its statutory requirements;
- To ensure that no person intentionally or recklessly interferes with or misuses anything provided in the interests of health, safety or welfare.

12.4 The Company's aim is to ensure that it remains a safe, healthy and enjoyable place to work by identifying, assessing and controlling activities that may cause harm and by further committing adequate and appropriate resources to implement policy commitments and maintain continual improvement. If you identify any areas of our working practices that you feel pose a danger to employees or guests then it is your duty to report this to either your departmental manager in the first instance. If you still feel that the company is failing to respond to a significant health & safety risk then you should address your concerns to a company director.

12.5 Fire Procedures

It is the responsibility of the Company to nominate suitability qualified Fire Officers who will be responsible for ensuring that the actions to be adhered to in case of fire remain up to date at all times. These individuals will also be responsible for ensuring that all persons are accounted for, once outside of the building, in case of a fire or fire drill.

The instructions in the event of a fire are posted throughout the premises.

12.6 First Aid

There is no doctor resident on Herm Island, however the island has a number of staff who have received first aid training and are suitably qualified to provide treatment of minor injuries or provide urgent medical attention until further medical assistance is available (if necessary). Staff should follow the stated company procedures if first aid treatment is required.

Should a member of staff be injured or become unwell at work, it is important that they are taken care of until further medical assistance is available (if necessary). It is necessary to record all accidents at work in the books located in each department. Any incident that results in a major or fatal injury or that make a member of staff incapable of working for more than three days will be reported to the states Commerce and Employment Department.

Any member of staff should inform your Departmental Manager in the event of an injury as soon as practical.

Visits to a GP on Guernsey have to be paid for, however Herm operates a compulsory insurance scheme to cover visits to a GP, which costs each seasonal employee £3.40 a week. The Herm GP scheme will only cover visits to doctors at either the Rohais or Pier Steps surgeries. It does not cover visits to the hospital Accident & Emergency department, outpatient treatment, vaccinations, physiotherapy, dental treatment or any private specialist care. All staff living on Herm **and** who have been registered for the payment of contributions at the Social Security Department are covered by the 'Specialist Health Insurance Scheme' and so may receive specialist care and treatment free of charge. Any specific queries regarding treatment and charges should be directed to the Healthcare Group on Guernsey.

The GP scheme only covers employees on a seasonal fixed term contract. It does not apply to staff on a permanent or part time contract who will have to pay all costs associated with a GP visit themselves.

The Herm scheme does not cover the cost of transport to hospital on Guernsey. The cost of the Flying Christine ambulance boat to Guernsey harbour and the ambulance from harbour to the hospital will have to be paid for by the employee personally.

The medical costs of genuine accidents at work are usually covered by the States of Guernsey and will not have to be paid by the employee.

The UK National Health Service does not cover people working in the Channel Islands.

12.7 Work related stress

The Company recognises that work related stress is a health and safety issue and acknowledges the importance of identifying and reducing workplace stressors. The policy is concerned with stress defined as "the adverse reaction people have to excessive pressure or other types of demand placed on them", making an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health.

Should you feel stress within the work environment, please discuss these issues with your Departmental Manager or Director who will take appropriate action.

12.8 Visual Display Units (VDU)

The Company recognises the risk to employment on work with Visual Display equipment. In recent years considerable increased reliance has been placed on the operation requirements to use VDU's and this increase will continue. Health problems relating to VDU work can be due to poor posture and/or poor ergonomic layout.

Should you feel you are experiencing health related issues as a result of the use of a VDU, please discuss these issues with your Departmental Manager or Director who will take appropriate action.

13 **IT Security**

13.1 As well as providing a great service, Internet e-mail increases the potential threat of computer viruses, and also the misuse of the Company's e-mail system.

13.2 IT Security

Access to the Company's computer systems network is password controlled, as are many applications on the network and payments systems. In all cases, passwords are for each member of staff's own use only and at times are linked to specific authorisation levels. Under no circumstances must any password be 'lent' to or shared with anyone else, nor should the PC be logged on for anyone else to use.

13.3 Chain Letters

These usually take the form of "please forward this e-mail to everybody you know as fast as you can and your wish will come true". Forwarding these types of messages is non-productive use of Company resources and time. If a member of staff receives this type of note, it should be deleted and not forwarded to anybody.

13.4 Inappropriate Messages, Images, Sounds or Movie Files

Included here are sexually oriented messages or images, or any type of offensive or harassing statements/graphic images which include disparagement of others based on their sex, race, national origin, age, disability, sexual orientation, or religious or political beliefs.

Members of staff are to delete these messages or files and not forward them to anybody. Even if not offensive to one person, such messages or images may be offensive to others.

13.5 Virus Warning Messages

These usually take the form of "...do not open or execute it or it will delete everything on your hard drive and your computer will cease to function... please forward this warning to all your friends". If a virus warning message is received by e-mail, because most of these types of warnings are hoaxes, members of staff should not forward it except to their IT representative for review. After review, they will make the decision as to whether or not it actually poses a risk and requires further action.

13.6 Unapproved Executable Files

These usually take the form of games, screen fireworks, animated greeting cards, jokes and other 'fun' things. Many of these files contain viruses and could also cause workstations to malfunction. Delete these files. Do not save them, execute them, or 'double-click' on them. Do not forward to anybody.

It is very important that members of staff follow the above noted actions as outlined. If a member of staff continually receives any of the above type of e-mails from the same source, they should inform their IT representative so that further action can be taken.

13.7 Use of Internet Access

Electronic resources are provided by the Company to help facilitate business and allow for work related communication. Such open access is a privilege that requires individual users to act responsibly. Users must respect the rights of others, the integrity of the Company's systems and related physical resources. Additionally, all existing Guernsey laws, as well as the Company's policies will apply including not only those that regulate electronic resources, but also those that may apply generally to personal conduct.

The following are examples of improper use:

- Use of the Company's resources for private or commercial gain, or personal purposes.
- Use of the Company's resources for gambling activities.
- Downloading or viewing of any material which could be deemed illegal, sexually explicit or inappropriate, or using the Company's resources to partake in any of the above.
- Posting to the Company's network, downloading or transporting any material that would constitute a violation of the Company's confidentiality.
- Unauthorised viewing or use of the Company's networks, programs, or data. Attempting to monitor or tamper with another user's electronic resources. Copying, changing, or deleting another user's data without the explicit agreement of the owner.
- Knowingly running or installing on any computer or network a program intended to damage or to place excessive load on a computer or network. This includes, but is not limited to, programs and files known as computer viruses.
- Deliberate attempts to damage network security, performance or capability, or attempts to circumvent the protective mechanisms of any network.
- The broadcasting of unsolicited mail or the sending of chain letters or material that reasonably would be considered obscene, defamatory, harassing, or offensive by the recipient, or another viewer of the material.
- Violation of software licensing agreements or copyright laws through reproduction or distribution without permission.

13.8 Personal Use of the Office Network

Personal use of PCs will be monitored and a breach of the Company's IT policy will be dealt with under the Company's Performance and Conduct Procedure.

13.9 Enforcement

Minor breaches of this policy or those that appear accidental in nature will be typically handled internally in an informal manner. More serious breaches such as unauthorised access, attempts to steal passwords or data, or repeated minor infractions will result in formal action under the Performance and Conduct Procedure.

13.10 Monitoring

The Company reserves the right to monitor and record usage of all electronic resource facilities if it has reason to believe that activities are taking place that are contrary to this policy. The Company has the right to use information gained in this way in performance and conduct and/or legal proceedings.

The maintenance, operation and security of the Company's computing resources require that authorised personnel have access to those resources and, on occasion, review the content of data and communications. As far as possible a user's privacy will be honoured, however, the Company reserves the right to carry out such reviews for specific, identified business reasons.

14 **Litter**

14.1 We take a great pride in our island environment, which is a major attraction for visitors. We expect all of our residents and staff to help us ensure that we maintain a litter free environment. To preserve the natural beauty of the island we ask that you please pick up any litter that you come across on the island and put it in a bin, regardless of whether or not it was you who dropped it. Failure to do so may result in the performance and conduct procedure being instigated.

15 **Maternity Policy**

15.1 Time off for ante-natal care

Expectant mothers are permitted to take reasonable time off during normal working hours to receive ante-natal care, although, whenever possible, are requested to arrange appointments around those days and boats that will minimise disruption to the island businesses. . Ante-natal care includes appointments with a GP, hospital clinics, midwife or health visitor.

Expectant mothers should advise their Departmental Manager that they will be absent from work as far in advance of the appointment as possible. They may be asked to produce their appointment card or some other confirmation of the appointment.

There will be no deduction from the salary for attendance at authorised ante-natal appointments, including any time spent waiting and travelling to and from the appointment. However, expectant mothers are requested to be mindful of boat sailing times and should endeavour to schedule appointments accordingly to minimise travel time. If an expectant mother wishes to extend her time in Guernsey before or after an appointment any additional time will be made up from annual holiday allowance.

15.2 Will the job be affected?

If expectant mothers undertake, prior to commencing maternity leave to return to work immediately after maternity leave on the basis of their pre-maternity working hours, they may (if reasonably practicable) return to work in the same job as before starting maternity leave. If not reasonably practicable, another job may be offered which is suitable and appropriate.

Whilst the Company will, wherever possible, accommodate a request to return to work on a different basis (for instance on reduced hours or in a different position), there will be no right to return to work in those circumstances.

Comment [S11]: The wording has been changed to reflect that under the new legislation an expectant mother is entitled to paid time to attend ante-natal appointments.

15.3 Maternity leave

All expectant mothers will be eligible to take unpaid maternity leave of up to 14 weeks. Employees who have been with the Company for 15 months or more at the beginning of the 11th week before her expected due date (EDD) will be entitled to 26 weeks unpaid maternity leave. The company does not currently provide payment to staff during any period of maternity leave.

Expectant mothers can choose to commence maternity leave at any time after the beginning of the 8th week before the EDD”).

The only exceptions to this are:-

- If the expectant mother is absent from work wholly or partly due to a pregnancy-related reason at any time after the start of the 6th week before the commencement of the EDD. In this case maternity leave will start from the first day of the pregnancy related absence;
- If the child is born before the intended start date of the maternity leave. In this case maternity leave starts on the date of birth.
- In the event an expectant mother decides to remain at work after the start of the 6th week before the child is due, in the interests of health and safety, she should obtain her doctor’s confirmation of continuing fitness to work.

15.4 Notification requirements before commencing maternity leave

As soon as possible, but in any event at least three months before commencing maternity leave, an expectant mother must inform your Departmental Manager in writing of the following –

- Her pregnancy
- The expected due date;
- When maternity leave is requested to start (must be eight weeks or fewer before her EDD; and
- The proposed date of return to work (“the Proposed Return Date”).

Enclosed with the written notification should be medical evidence of the EDD in the form of a maternity certificate (VE Form). The VE Form is available from a GP or midwife after the 24th week of pregnancy.

If maternity leave is triggered earlier than intended (either because of absence for a pregnancy-related reason after the start of the 6th week before EDD or by the birth of the child) the expectant mother must notify the Company in writing that she is absent either wholly or partly because of pregnancy or because she has given birth (as the case may be).

Although expectant mothers are required to give at least three months’ notice of the intention to take maternity leave she should give earlier (informal) notice if possible to enable the Company to make appropriate arrangements for managing work during absence on maternity leave.

15.5 Return to work

At least one month before the Proposed Return Date the member of staff must confirm in writing to her Departmental Manager whether she still intends to return to work on that date.

If the member of staff is too ill to return to work following the expiry of maternity leave then the Company’s sickness policy will apply.

If the member of staff wishes to return to work before the expiry of maternity leave the Company will seek to accommodate the request, but the Company reserves the right to postpone the return to work until the expiry of the relevant maternity leave period.

15.6 Contractual terms during maternity leave

When an expectant mother is absent on maternity leave her employment will be deemed to be continuous but only the following contractual terms will be binding on her and the Company:-

- Notice periods (both from the member of staff and the Company);
- Rules relating to the protection and non-disclosure of confidential information;
- The members of staff's obligation to work exclusively for the Company;
- The Company's performance and conduct procedures;
- The Company will be bound by its obligation to preserve trust and confidence while the member of staff will be bound by a duty of good faith towards the Company;
- The member of staff will cease to accrue annual holiday entitlement during maternity leave.

15.7 Keeping in Touch 'KIT' Days

The member of staff may elect to work for up to 10 days whilst on maternity leave, except for the period of two weeks' compulsory maternity leave immediately following childbirth and during this time will be entitled to maternity leave and benefits.

Conditions which surround this entitlement include that :

- The member of staff must give one month's notice, or such as is reasonably practicable.
- The member of staff may return for up to 10 days, or for several periods not exceeding 10 days, during the maternity leave period.
- The member of staff will be entitled to be paid at the same rate, and receive the same allowances as they were entitled to before the leave commenced.
- Any KIT days taken will not change the duration of the maternity leave period.

15.8 Adoption

- For members of staff who are adopting a child aged 17 years or younger, the same provisions will apply as those outlined in the Company's Maternity Policy with the exception that the EDD will be referred to as the expected date of placement for adoption.
- The member of staff advises their Department Manager of the date he/she intends the adoption leave to start (no earlier than 14 days before the placement date and no later than the placement date).
- The member of staff advises their Department Manager of the date they intend to return to work at the end of the adoption leave.
- The member of staff is considered to be the primary care giver.
- The child is being placed for adoption with the primary carer for the first time.

15.9. Maternity Support Leave

The Company will provide a statutory period of 2 weeks unpaid maternity support leave (MSL) for the partner/cohabitee/nominated 'other' of the mother to commence on the date of birth or discharge of mother and baby from hospital. MSL is conditional on the partner/cohabitee/nominated 'other' having 15 months' continuous service at the beginning of the 11th week before the EDD. If the individual has completed two years of continuous service with the Company three days of the MSL will be paid.

16. **Additional Hours and Time off in Lieu**

- 16.1 Additional hours, where applicable is paid at the rate stated in your Contract of Employment. However the Company may allow time off in lieu for additional hours worked, subject to the following terms. 'Additional hours' refers to any hours worked over and above the employees normal contractual hours.
- 16.2 Where additional hours are essential for the proper completion of your duties, you will be awarded equivalent time off in lieu (TOIL). TOIL can only be claimed if the requirement to work additional hours has been approved in advance by your Departmental Manager. Approval must be sought for each occasion of additional hours for which you intend claiming TOIL.
- 16.3 TOIL will only be awarded in units of half an hour and is not awarded for units of less than this.

17. Performance and Conduct Procedure

- 17.1 The purpose of the Performance and Conduct Procedure is to ensure that the standards established by the Company's rules are maintained and that any alleged failure to observe the Company's rules to perform to the required standard is fairly dealt with. The Company's current Performance and Conduct Procedure, which does not form part of the terms and conditions of employment, is detailed below.

17.2 Purpose and scope

The Company's aim is to encourage improvement in individual performance and/or conduct. This procedure sets out the action which will be taken when the Company's rules are breached or standards are not met.

17.3 Principles

The procedure is designed to establish the facts quickly and to deal consistently with performance or conduct issues. No action will be taken until the matter has been fully investigated.

At every stage of this process a member of staff will have the opportunity to state their case and be accompanied, if wished, at any hearings by a trade union representative (if appropriate), or by a fellow colleague.

A member of staff has the right to appeal against any decision made under the procedure.

17.4 The Procedure

In many cases, an informal discussion may be all that is needed to achieve the required improvement or to prevent further instances of misconduct. Formal action will only commence if an improvement is not achieved or in circumstances where the severity of the circumstances requires formal action. Informal discussions will not constitute a verbal warning however they may lead to the formal procedure being instigated. Meeting notes will therefore be taken and kept on an individual's file.

Should it not be possible to resolve the matter informally, formal action will commence and an investigation into the details of this matter will commence.

Once the investigation has been completed, a meeting to discuss the findings and appropriate action will be arranged.

Any member of staff who is subject to formal action, will be given reasonable notice in writing that a meeting will take place to discuss the Company's concerns.

At the meeting the member of staff will be entitled to be accompanied by an appropriate colleague. Equally, the Company will be represented, where possible, by two people, one of whom may be responsible for making notes of the meeting. The meeting shall take the form of a fact finding procedure and, if appropriate, an adjournment for a

further period of investigation may take place prior to a decision as to what action should be taken.

Should the nature or the severity of the complaint against the individual require, the Company reserves the right to suspend a member of staff (on full pay) while investigations are taking place.

If it is decided that action is required the following will be borne in mind prior to deciding the penalty:-

- The gravity of the offence
- Any precedents
- The individual's performance and conduct record and general service
- Any mitigating circumstances
- Whether the proposed penalty is reasonable in all the circumstances

The meeting will be reconvened to inform the member of staff clearly of the Company's decision and the penalty, if any. The complaint raised will be dealt with in the following ways:

- No case to answer – case closed
- Formal warning
- Final warning
- Termination of employment whether summarily or after notice

In the case of a warning, an explanation of the improvements which are required and the timescale for improvement, along with the consequences of failure to improve within the agreed timescale will be discussed. The member of staff's right to appeal will also be explained. An action plan for improvement with set targets will be put in place. The member of staff's conduct will be monitored through regular formal meetings with their Departmental Manager and/or your Departmental Manager until satisfactory conduct/standards are maintained. Should the conduct/standards not be reached within the agreed timescale and little or no progress has been made, then the Company may take the decision to terminate employment. Any warnings issued will include the period for which they will remain live on the individual's file.

All stages of the procedure will be recorded by file notes which will be signed by each member who attended the meeting and placed on the individual's file. In cases of either serious or persistent breaches of conduct then a formal warning or notice to terminate employment will be confirmed in writing to the member of staff within 48 hours of the meeting.

17.5 Right of Appeal

The member of staff will have the right to appeal any decision made. Such appeal should be made in writing to your Departmental Manager within five working days of the decision stating why the decision is believed to be unfair. Where possible, the appeal will be considered by another Director whose decision is final.

17.6 Gross misconduct

In cases of gross misconduct, immediate dismissal may be justified. It is accepted that where misconduct is concerned, there may be mitigating circumstances. All the facts will be carefully taken into account when the appropriate course of action to be taken is being considered. The Company is entitled to terminate employment by summary notice in writing and without payment in lieu of notice if a member of staff has:

- Committed any serious breach or repeated or continued (after warning) any material breach of a member of staff obligations hereunder;
- Been guilty of conduct tending to bring the member of staff or the Company into disrepute;
- Acted, in the reasonable opinion of the Directors, negligently and/or incompetently in the performance of duties;

- Damaged Company property maliciously;
- Been convicted of any criminal offence (other than an offence under any road traffic legislation in Guernsey or elsewhere for which a fine or non-custodial penalty is imposed);
- Falsified attendance or sickness records;
- Consumed or distributed narcotics (or unauthorised alcoholic beverages) on the Company premises;
- Committed any criminal or civil acts prejudicial to the Company whether or not committed in the course of employment
- Committed any other offence of a similar gravity to the examples above, either during or outside working hours, which renders continued employment undesirable;
- Been found guilty of any gross misconduct affecting the business of the Company;
- Committed any serious or repeated breach or non-observance of any of the provisions of this agreement or refused or neglected to comply with any reasonable and lawful directions of the Board;
- Failed or ceased to hold relevant professional qualifications;
- Been found guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the member of staff or the company into disrepute; and
- Been found guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems.

This list is not exhaustive and other sufficient reasons for gross misconduct may be determined by the employer and dependant on the circumstances surrounding the case.

18. Personal Relationships at Work

- 18.1 This policy provides guidelines for the recruitment and employment of family members and closely connected persons, or any other party with whom an employee has a domestic or personal relationship within the Company. The Company and the employee could be at risk, and/or conflicts of interest could arise, directly or indirectly, if closely connected employees are working in the same area or reporting directly or indirectly to one another.
- 18.2 Among the most common forms of a closely connected person are:
- The employee's spouse, person cohabiting with the employee as a spouse and, any child, stepchild and adopted child of either party.
 - Any other person connected to the employee by reason of a domestic or business relationship (other than as arises solely because that person is a customer of), such that the employee has material influence of that person's judgement in respect of his/her dealings.
- 18.3 This definition is not exhaustive and may, in individual circumstances, be extended to apply to persons who can, otherwise than as specified above, reasonably be deemed to fall within an Employee's sphere of influence. If it is unclear as to whether or not another person is a 'closely connected person'; the matter should be taken up with the Managing Director.
- 18.4 It is the responsibility of each employee and manager to notify the Managing Director of any domestic, personal or business relationship with a current or prospective employee that is relevant in terms of this policy statement.
- 18.5 All recruitment for the Company, whether for permanent or temporary staff should take into consideration the risk posed to the business and its employees by employing a 'closely connected person'.
- 18.6 The Managing Director will review each case on an individual basis and other relevant functions such as Compliance will be consulted as necessary. Consideration will be

given to the risk posed to the business, the department and to the individuals concerned by employing a closely connected person in either a temporary or permanent capacity. The risk (including potential conflicts of interest) will be considered in terms of direct/indirect cost, personal, corporate, regulatory and reputational risk, both now and in the future.

18.7 Where a relationship is existing and ongoing or where a relationship develops between employees already employed with the Company, the employees involved should disclose the relationship to the Managing Director. Where a risk is identified, possible courses of action could include the redeployment of one or both parties to an alternative role with diminished risk or, in extreme circumstances, either party may be required to leave the Company.

18.8 Where it is decided to continue with the employment of the closely connected person(s) they will be reminded that it is a requirement of the Company that employees perform their duties to standards established by management, are diligent, honest and ethical in the performance of their duties and conduct their personal and professional life in a way which does not risk adversely affecting the organisation's standing and reputation.

19. Public Interest Disclosure

19.1 In the course of your employment, you may come into possession of information in relation to the Company and their Clients which is not generally known and which, if generally known, might affect future activities. You should not make use of any such information and should not, without the prior consent of your Departmental Manager, disclose any such information to any other person. Any breach of this rule by you will entitle the Company to terminate your contract of employment immediately without notice and without payment in lieu of notice.

19.2 You must in addition disclose to the Directors, any situations in which your personal dealings e.g. ownership of property, business interest etc, could be subject to a conflict of interest in relation to information gathered as part of your role

20. Recruitment of Ex-Offenders

20.1 As part of the Company's recruitment formalities, a Criminal Record check may be required as normal procedure. The Company undertakes not to discriminate unfairly against individuals based on criminal convictions or other information revealed.

21. Recruitment Procedure

21.1 The Company aims to source high calibre talent, by achieving the best possible match of available candidates to vacancies.

21.2 Individuals will be assessed against technical and behavioural competence and experience, organisational values, and future potential in line with the Company's Equal Opportunities Policy and local statutory requirements.

21.3 The appointing Manager should decide the most appropriate recruitment methods dependant on the role, which may include:

- Internal advertising
- External recruitment agencies
- A targeted advertising campaign
- Ability testing

21.4 Once candidates have been sourced, the recruiting manager will liaise directly with them or through an intermediary to keep them informed on the progress of their application, via telephone, email or letter as agreed with the candidate/intermediary.

21.5 Internal applicants

The Company encourages and supports internal employee moves/promotions. Any individual who would like to be considered for an alternative internal role should in the first instance speak to their Departmental Manager or a Director.

22. Sickness Absence

22.1 The Company is committed to improving the health, well-being and attendance of all employees. The Company values the contribution its employees make to its success. So, when any member of staff is unable to be at work for any reason, that contribution is missed. If you are unable to attend work, you must notify your Head of Department or the Duty Manager prior to your normal start time.

22.2 Return to work discussions

The Departmental Manager will discuss any absence with a member of staff when they return to work in order to establish:

- the reason for, and cause of absence
- anything the Departmental Manager or the Company can do to help
- that the member of staff is fit to return to work

A more formal review will be triggered by:

- frequent short-term absences
- long-term absence

This review will look at any further action required to improve the member of staff's attendance and well-being. Persistent or frequent periods of absence may be dealt with under the Company's Performance and Conduct procedure.

22.3 Absence due to disability/maternity

Absences relating to the disability of a member of staff or to pregnancy will be deemed separate from sickness absence records.

23. Smoking Policy

23.1 Staff are forbidden to smoke during working hours except during designated break times and then only in designated areas. The Company operates a strict no smoking policy within all of its premises. It is illegal to smoke in any indoor areas in the Channel Islands. Staff are not permitted to smoke whilst driving vehicles or when meeting guests at boats.

23.2 Where smoking is permitted staff must dispose of their cigarette butts in appropriate bins.

24. Staff Accommodation

24.1 Seasonal Staff shall be charged a rate of £95.00 per week for seven days board and lodging in single occupancy accommodation.

24.2 Seasonal Staff in shared occupancy accommodation will be charged £77.00 weekly for seven days board and lodging.

24.3 Should seasonal staff move from shared to single occupancy accommodation, or vice versa, their weekly deduction for board and lodging will be adjusted accordingly.

24.4 All accommodation rates are fixed and payable by all employees. Rates will only be varied through written agreement by a director. If you feel your current rate is wrong then please see your departmental manager in the first instance, who will then refer this to a director where necessary.

24.5 You will be issued with a separate Accommodation Agreement on commencement of employment, if applicable. If you have any queries regarding this agreement you should speak to your departmental manager in the first instance.

25. Tools, Equipment and Artefacts

25.1 Except when used in conjunction with a work situation, tools, equipment and artefacts may not be taken for personal use without the consent of the relevant departmental manager. All such items must be promptly returned in a clean condition and any damage reported. This is to be regarded as a fundamental condition of employment.

26. Training (Costs and Fees) Policy

26.1 Whilst you are employed by Herm Island Limited, you will receive on and off job training. We believe that training of staff at all levels is vital in maintaining standards and improving the service we give our customers.

26.2 The ultimate responsibility for training lies with the island management but each individual has a responsibility to train. Please ask if you need additional training to meet the required standards for your role or if you are unsure about anything.

26.3 Many positions on Herm require internationally certificated training to be carried out in order to satisfy Island policy and legislation. If, following this training, you leave your employment with Herm Island Limited before the end of your contract then you may be required to pay back the cost of the training course provided.

27. Vehicles

27.1 No island vehicle may be taken for personal use without the approval of your Departmental Manager. Any employee taking a vehicle without permission will be liable for the full cost of any damage caused and will be subject to the island disciplinary policy.

27.2 Only employees with a full and valid driving licence are permitted to drive company vehicles.

27.3 The use of vehicles is restricted to authorised staff that have received instruction in the safe use of vehicles, presented all parts of your licence to the admin office for copying and read and signed the Island Vehicle Policy. All staff must receive training for the specific vehicle they will be driving.

28. Use of Mobile Phones at work

28.1 Personal mobile phones can be used for work purposes where this has been agreed between the member of staff and their departmental manager. In all other cases where there is no requirement for members of staff to make calls or to be contacted during the course of employment, then use of personal mobiles will be restricted to:

- Breaks
- Emergencies

28.2 In the event that a member of staff has a particular need to be contacted at work, via their personal mobile phone, during working hours the mobile must be switched to silent and left to switch to messaging service. The member of staff should remove themselves to a private area to take the message as and when they are able to take a break from the activity they are engaged in.

28.3 The Company will not accept responsibility or liability for the loss or damage to personal mobile phones belonging to staff

29. Use of Social Media

29.1 Herm Island Limited is active on various social media sites such as Facebook, Twitter, Pinterest and LinkedIn. All staff are encouraged to positively comment, promote and

share posts relating to Herm Island and its businesses. Any negative and derogatory comments about the island, its businesses and/or staff are strictly prohibited.

- 29.5 It is expressly forbidden to publish information (including photos) about the Directors of the Company. It is also forbidden to publish information (including photos) about any other employee of the Company without their prior consent.
- 29.6 The Company reserves the right to monitor all internet sites, computing resources and employees' internet usage to ensure compliance with this policy and will deal any breach under the Performance and Conduct procedure.
- 29.7 If a breach occurs whereby the conduct of an employee could be seen to lower the Company's image or reputation, then this could be considered as gross misconduct under the Company's Performance and Conduct Procedure where immediate dismissal may be justified.