



**Law Society
of Ireland**

EMPLOYEE HANDBOOK



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EMPLOYEE HANDBOOK



The purpose of this document is to supplement the employment contract with additional information on the terms and conditions governing the employment relationship. It is intended as a ready reference for employees at any stage of their employment.

For example, an employee commencing employment might reference the handbook to better understand, the dress code policy or the bike to work scheme. At a later stage the same employee may want further information on, for example, the leave arrangements available to them on the birth of a child.

The person responsible for updating the handbook and interpreting its application is often the HR Manager. In smaller firms where a HR Manager is not employed, the responsibility would lie with the Office Manager or with a senior partner.

The handbook gives details of policies which should be implemented in a consistent basis across the firm thereby minimising the risk of unfair management practices and failure to follow statutory requirements.

Upon receipt of the handbook, it is recommended that each firm reviews the document to ensure that it is tailored to their situation. The following may need to be tailored/included:

- annual leave and sick leave entitlement,
- the firms benefit structure
- the firm's approach to statutory entitlement e.g. whether maternity leave payments are 'topped up'
- An overview of the firm's ethos, culture, mission, structure, history, etc.

1: Introduction

1. WELCOME TO THE FIRM

We would like to welcome you to the firm and hope that you will have a long and interesting career with us. We would like you to know that we are here for at any point if you have any query or comments about your employment with the firm. We welcome all ideas and suggestions, and we are confident that you will find the partners and management team approachable and responsive to your needs.

As an employee of the firm, you will receive a written Statement of Terms and Conditions of Employment also referred to as a Contract of Employment. This document outlines the general Terms and Conditions of Employment and is a confidential document between you and the firm (hereinafter called 'the Company').

Please read this Statement carefully and sign it. This signifies your acceptance of the Terms and Conditions under which you are employed. You should retain a copy of this document, and a second copy will be retained by the Company.

1.2 PURPOSE OF THIS HANDBOOK

This handbook contains a summary of the Company policies which are correct at the date of print. You should note that all policies are subject to change and variation from time to time and you will be advised in writing of any changes to policies. It is recommended that you contact your partner/manager to obtain clarification on any aspect you are unclear about.

This handbook is designed to give clear advice to employees and to create a culture where issues are dealt with fairly and consistently. It is a guide to your terms and conditions of employment and should be read in conjunction with your individual Contract of Employment. This handbook provides you with important information relating to The Company's policies and procedures.

The information contained in this handbook applies to all our employees and constitutes conditions of employment. Failure to comply with these conditions may invoke the disciplinary procedure.

The contents of this handbook shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. You are responsible for reading, understanding, and complying with the provisions of this handbook and you should sign and return the confirmation of receipt and understanding.

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. The Company will notify you in writing of such changes/planned changes at the earliest opportunity or in any event no more than one month after such change has taken place.

Any changes will be deemed to have been accepted unless written notification of any objection has been received before the end of any notification period.

Whilst this handbook aims to provide a comprehensive guide to the Company's terms and conditions of employment, your offer of employment letter, statement of employment and/or other company policies and procedures may provide further detail and clarification.

1.3 COMPANY BACKGROUND AND MISSION STATEMENT

The firm was founded in [[relevant firm information and mission statement](#)]

1.4 EMPLOYMENT RECORDS

Your employment record is very important, and the Company maintains soft and hard copy data in relation to your employment information e.g.: address, telephone number, emergency contact details, educational attainments etc. It is most important that these records are kept up to date. Please notify the Company of any changes that might affect your employment record.

1.5 DATA PROTECTION

The Company will hold and collect data in relation to you during your employment. This is for the purpose of administration and management and also to comply with applicable laws and regulations. All data will be treated with the utmost confidentiality.

The Company is committed to:

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

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

It is important to remember that data protection applies not only to electronically stored or processed data, but also to data in manual form (such as paper records) where it is, or is intended to be, part of the filing system.

As a business we treat any breach of data security seriously and once detected will be investigated in line with the legislation. In such situations the Company will react quickly to notify the relevant authority within the required timeframe, where necessary. If you believe there has been a breach of data security, however minor, you must report it to your partner/manager immediately.

Section 2: Terms and Conditions

2.1 PROBATIONARY PERIOD

All new employees are required to satisfactorily complete a 6-month probationary period as set out in their contract of employment. During this period, performance and abilities will be evaluated to determine suitability for the position and regular reviews will take place. At the end of the probationary period, a formal performance review meeting will be held between the employee and his or her partner/manager and if satisfactory, their position will be confirmed as permanent. During the probationary period either party may terminate the contract by giving notice in writing in accordance with the Minimum Notice and Terms of Employment Acts 1973 to 2001. The Company at all times reserves the right to pay you your salary in lieu of notice.

2.2 HOURS OF WORK/WORK LOCATION

Normal weekly working hours are set out in your contract of employment. The way in which you work these hours may be changed from time to time and you will be given reasonable notice of same.

We currently operate normal working hours from [INSERT] with lunch from [INSERT] unless otherwise agreed on an individual basis. Flexibility in relation to working hours may sometimes be needed and you must be prepared to allocate any additional time necessary to complete tasks reasonably requested of you. As much prior notice as possible will be given of such requests.

2.2.2 WORK LOCATION

Employees are required to be at their place of work at their normal starting time and the Company places great importance on punctuality. All breaks must be taken at a time agreed with your manager/partner.

A hybrid working arrangement may be put in place for certain employees at the discretion of the Managing Partner, subject to business needs.

Working hours, breaks and rest periods are subject to the provisions set out in the Organisation of Working Time Act, 1997. Please obtain verbal permission from your partner / manager before leaving work for personal reasons (other than for lunch and agreed breaks) during working hours.

2.2.3 OVERTIME

You will generally be given reasonable notice of any requirement to work overtime.

Overtime is designed to provide the Company with flexibility to meet client demands or other business requirements. Certain employees are eligible to receive overtime payments, and your manager/partner will discuss this with you.

On occasion when projects require hours to be worked outside the normal working hours, Time in Lieu may be given by prior agreement with your partner/manager. A maximum of one day Time in Lieu per month is permitted. Employees must complete the relevant TOIL (Time Off in Lieu) sheet for authorisation. TOIL must be taken in either the month in which it is accrued or the following month at the latest, otherwise the entitlement will be lost.

It is a condition of employment that you should not, other than with the Company's written consent, undertake any other job or activity which might interfere with the performance of your duties or compete in any way with our business activities.

Where consent is granted, there is a legal requirement for the Company to ensure that anyone working elsewhere in their own time does not exceed the maximum 48-hour average working week as set out in the Organisation of Working Time Act, 1997. Therefore, anyone who has received such consent must keep their partner/manager informed on an ongoing basis as to the extent of their external working time commitments.

2.3 BREAKS AND REST PERIODS

Under working time legislation, all employees working in excess of 4.5 hours must take a minimum of a 15-minute break, and employees working in excess of 6 hours must take a minimum of a 30-minute break.

2.4 ABSENCE/SICK PAY

Employees absent from work without prior permission must notify their immediate partner/ manager in person by 10am on the first day of absence or within an hour of normal scheduled starting time.

An employee absent through illness or injury for more than two days must provide a doctor's certificate on the third day of continuous absence and on a weekly basis thereafter. Medical certificates must cover the period of illness, the nature of the illness and contain a declaration as to when the employee is expected to be fit to resume normal duties.

The Company reserves the right to have an employee examined by a doctor of its choice and the results of such a medical examination will be made available to the employee. Failure to comply with a request to attend the company's nominated doctor may result in disciplinary action.

Sick pay will be payable in line with the statutory provisions of the Sick Pay Act 2022. Any sick in excess of these provisions will be payable at the discretion of the Managing Partner.

Employees who return to work after a period/s of illness may be asked to participate in a Return-to-Work interview with their manager.

Staff who are on probation are not entitled to sick pay.

2.5 DRESS CODE

The dress code for working in the office and on client sites is business attire. Employees are expected to present themselves in a neat and clean manner at all times.

Employees should ensure that they adhere to the highest standards of personal appearance at all times and dress in clothes that are suitable for the work situation.

2.6. ALCOHOL AND DRUGS

The Company is committed to providing a safe and productive workplace for its employees.

The manufacture, distribution, possession, sale, or purchase of controlled substances or abuse on company property is prohibited. Being under the influence of illegal drugs, alcohol, or substances of abuse on company property or on company business is also prohibited. Failure to observe these regulations may result in disciplinary action.

2.7. E-MAIL, INTERNET AND TELECOMMUNICATIONS USE

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

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

Your Company e-mail address is not to be used for private purposes and should not be used for any purpose other than company business. The Company grants access to the internet in order to enable staff to obtain information specific to their role within the Company. Internet use should be confined to company business.

Employees may not disclose any confidential information regarding the Company by means of the internet, email or other means.

Employees may not download material which is not required for the Company's purposes.

All software is the property of the Company and should not be misused or copied. Employees must comply with all protocols and directives regarding internet security.

2.8 MONITORING OF INTERNET AND EMAIL USE

The Company reserves the right to monitor and/or record the activities of all users on company systems. This may mean that any activity, including emails etc. may be intercepted, analysed and read if necessary. Any such monitoring will be undertaken consistent with current Data Protection legislation.

2.9 CONFIDENTIALITY

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

You may not remove any documents or effects belonging to the Company or which contain any confidential information from the Company's premises at any time without advance authorisation. You must return to the Company upon request and, in any event, upon termination of your employment, all documents and effects belonging to The Company.

2.10 RIGHT TO SEARCH

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

2.11 RESIGNATION AND TERMINATION

An employee may terminate his/her employment by giving notice as per the terms and conditions outlined in the contract of employment. The minimum notice to be given to an employee by the Company depends on the length of the employee's service.

Length of service from 13 weeks to less than 2 years:	1 weeks' notice
Length of service from 2 years to less than 5 years:	2 weeks' notice
Length of service from 5 years to less than 10 years:	4 weeks' notice
Length of service from 10 years to less than 15 years:	6 weeks' notice
Length of service of more than 15 years:	8 weeks' notice

The Company reserves the right to pay the appropriate payment in lieu of notice ie: the employee may be asked not to work their notice period.

2.12 LAY-OFF/SHORT-TIME

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

2.13 SECONDARY EMPLOYMENT

Whilst employed with the Firm, you will be required to devote your entire professional attention to duties with the Company and will not be permitted to take on other work, without written consent from senior management. Where you are in breach of this requirement, you may be subject to disciplinary procedures.

If you are already employed in other employment when you start employment with the Company, you should notify your partner/manager without delay so that any implications arising from potential conflicts of interest and/or with current working time legislation can be reviewed.

In order to comply with the Organisation of Working Time Act, 1997 legislation, it is your responsibility to ensure that you make us aware of your hours of work elsewhere.

Throughout your employment with us, we ask that you do not perform, arrange, or carry out any work or activity, which could be considered to be in competition with or affect in any way the firms' interests. We trust our employees to show good judgement and ensure that other employment does not interfere with the efficient or satisfactory performance of their duties with the Company.

2.14 RETURN OF FIRM PROPERTY

All property owned by the Firm must be returned by your final day of work.

Section 3: Leave and Benefits

3.1 ANNUAL LEAVE

Annual leave will be granted in accordance with the provisions of the Organisation of Working Time Act 1997. Holidays must be taken in the leave year in which they are due. In the interests of employee welfare, all staff are encouraged to take a consecutive two-week break during each full leave year.

The Company's Leave year runs from 1 January to 31 December each year.

Upon commencement of employment, employees will have an annual leave entitlement of 20 days. This entitlement increases as follows:

After 2 years' service – 21 days

After 3 years' service - 22 days

After 5 years' service - 23 days

[INSERT] days annual leave entitlement must be reserved by employees for the Christmas break. At the Company's discretion, an additional day may be granted over the Christmas period.

A pro-rata adjustment will be made for:

- anyone working on a part-time, temporary, or fixed-term basis; and
- employees leaving or joining the firm.

Annual leave should generally accrue before being used and employees will normally need to have three months' service before taking one week's consecutive leave and six months' service before taking two weeks' consecutive leave.

Booking of Annual Leave: While every effort will be made to accommodate requests, the Company reserves the right to determine when annual leave may be taken. Annual leave should be requested as far in advance as possible, and a minimum of one month's notice is recommended in the case of a request for five days or more. Leave is normally approved on a 'first come first served' basis and must initially be agreed with your partner/manager. You should ensure that your leave request has been approved before making any holiday plans or reservations.

Illness during Annual Leave and Public Holidays. Certified illness is not counted as part of annual leave. Where this occurs, please inform your partner / manager as soon as possible and on returning to work you should provide a medical certificate outlining the relevant date(s).

Carryover of Annual Leave. Annual leave should generally be taken within each leave year and only in exceptional circumstances may up to a maximum of five days, be carried to the next year. Carry-over in excess of five days must be authorised in advance and in writing by your partner / manager and must be used during the first three months of the following leave year.

Payment on Leaving

If an employee leaving the firm has accrued unused annual leave, this will be paid in lieu on departure; equally if leave in excess of entitlement has been taken the appropriate deduction will be made from final salary payment.

3.2 PUBLIC HOLIDAYS

The firm is closed on the following ten public holidays:

- New Year's Day (1 January)
- The first Monday in February
- St Patrick's Day (17 March)
- Easter Monday
- The first Monday in May, June and August
- The last Monday in October
- Christmas Day (25 December)
- St Stephen's Day (26 December)

When these holidays fall on a weekend the office will generally close on the next weekday. At Easter the firm closes on Good Friday which is considered a working day, and employees need to take paid leave if they wish to take the day off.

Full-time staff will be paid for public holidays provided they have worked for at least 40 hours in the preceding five weeks up to the day before the public holiday.

It may occasionally be necessary to attend for work during the Easter and Christmas breaks; in such cases advance notice will be given and appropriate payment or time in lieu arrangements will be agreed on an individual basis.

Part-time employees qualify for public holiday entitlement provided they have worked at least 40 hours during the five weeks ending on the day before a public holiday

3.3 MATERNITY LEAVE

Arrangements for maternity leave will be in accordance with the provisions of the Maternity Protection Acts 1994 & 2004. As a pregnant employee you are entitled to 26 weeks maternity leave commencing around the time of the birth of the child and an additional unpaid leave period up to a maximum of 16 weeks. It is important that, of the 26 weeks, at least 2 weeks should be taken before the end of the week in which the baby is due, and 4 weeks after that date. The remaining 20 weeks may be taken before or after the birth.

You must give the Company at least 4 weeks' notice in writing of your intention to take maternity leave combined with a medical certificate confirming the expected week of the birth of the baby. If you wish to take additional maternity leave, this must be confirmed in writing 4 weeks before the end of the maternity leave period. When returning to work you should give 4 weeks' notice of your intended return to work date.

You are entitled to paid time off for medical or related ante-natal and postnatal care. You are required to give 2 weeks' notice of such appointments. Medical evidence of these appointments may be requested. During maternity leave your rights, such as annual leave, are preserved and continue to accrue as if you were not absent from work.

Employees on maternity leave will not receive salary from the Company while on leave. While on maternity leave an employee will normally be entitled to maternity pay from the Department of Social Protection for the 26 weeks maternity leave, subject to meeting certain PRSI eligibility criteria. You should apply at least 6 weeks before you intend to commence maternity leave. Social welfare benefits are not payable during the optional additional 16 weeks maternity leave.

An employee, who is pregnant, has recently given birth or who is breastfeeding, will not be placed in any job that is a risk to her health & safety or that of her child. If such a risk exists The Company will remove the risk, re-assign the employee or place her on health & safety leave.

3.4 PATERNITY LEAVE

Fathers are entitled to apply to the Department of Social Protection for up to 2 weeks' paternity leave following the birth of their son/daughter. The Company does not pay employees during this 2-week period; however, they will normally be entitled to paternity pay from the Department of Social Protection.

3.5 PARENTAL LEAVE

Parental leave provides for unpaid leave from work for parents to look after their young children to a maximum age of 12 years (16 years in the case of a child with a disability).

All employees who have completed one year's continuous service on the date the parental leave is due to commence are entitled to 26 weeks' unpaid parental leave. Subject to management approval, parental leave may be taken as a continuous block or in separate blocks of at least 6 weeks each, with a 10-week gap.

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

1. The date on which the leave will commence
2. The duration of the leave
3. The manner in which the leave will be taken
4. The signatures of employer and employee

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

During parental leave, employees' rights such as annual leave and public holiday entitlement, are preserved and continue to accrue as if the employee was not absent from work. Parental leave may be terminated if there are reasonable grounds to believe that it is being used for a purpose other than taking care of the child concerned.

3.6 PARENTS' LEAVE

Employees who are parents can apply to take 9 weeks of statutory leave per parent for children born or adopted on or after 1 August 2024. The leave must be taken within the first two years of the child's life or placement. It can be taken as a single block or as separate weeks, subject to agreement with your partner/manager. Parents can apply for Parents' leave benefit payable by the Dept of Social Protection. Note: this leave differs from Parental leave in that no statutory benefit is payable for Parental leave.

3.7 FORCE MAJEURE LEAVE

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

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

1. Child/Adoptive Child
2. Spouse or Partner (only where partner is living with employee)
3. Brother/Sister
4. Parent/Grandparent

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

Requests for Force Majeure leave should be made to your partner/manager who will seek authorisation from the Managing Partner.

3.8 CARER'S LEAVE

Carer's Leave will be granted in accordance with the terms and provisions of the Carer's Leave Act 2001. A care recipient will be considered a "Relevant Person" if they need continual supervision and frequent assistance throughout the day in connection with normal bodily functions or need continual supervision in order to avoid danger to themselves or others.

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

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

The Department of Social Protection will be responsible for ascertaining the validity of applications to avail of Carer's Leave. Leave will be taken in either one continuous period or one or more periods of up to 104 weeks. An employee who proposes to avail of Carer's Leave must give written notice of their intention to take leave not later than 6 weeks before the date they are due to leave.

This notice must include:

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

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

3.9 ADOPTIVE LEAVE

The Company is committed to providing employees with the necessary support and leave to become adoptive parents. Unpaid adoptive leave of 24 weeks is available to adoptive parents however the Department of Social Protection pays adoptive leave benefit for employees taking statutory adoptive leave. In addition to the minimum period of adoptive leave, an employee may elect to take up to 16 weeks additional adoptive leave. During this period there is no entitlement to social welfare adoptive leave benefit.

An adopting parent must notify the Company in writing of their intention to take adoptive leave no later than 4 weeks of the expected date of placement. If you wish to take additional adoptive leave of 16 weeks, you must inform the Company no later than 4 weeks before the expected return to work date. During adoptive leave, employee rights such as annual leave are preserved and continue to accrue as if the employee was not absent from work.

3.10 COMPASSIONATE LEAVE

Compassionate leave days are approved at the discretion of partners/managers who will endeavour to support the staff member in a time of bereavement. As a guideline, up to 2 days will be approved for the death of a relative (e.g.: uncle, aunt, cousin). In the unfortunate situation of the death of a close relative or family member (parent, sibling, child etc) the period of leave approved will take into account individual circumstances. Requests to attend bereavement related ceremonies should be discussed with your partner/manager on a case-by-case basis.

3.11 STUDY LEAVE

Study leave may be granted under certain circumstances by a partner/manager where the course/qualification is relevant to the employees work within the firm.

3.12 DOMESTIC VIOLENCE LEAVE

Employees have the right to take paid domestic violence leave and can avail of up to 5 days' paid leave in any 12-month period. There is no minimum service requirement to take such leave. As domestic violence situations may arise urgently, an employee does not need to seek approval from their partner/manager in advance, however they should advise their partner/manager as soon as possible after taking the leave.

The leave enables an employee to take time off to get medical attention, avail of psychological services, get assistance from An Garda Siochana, take out on order under the Domestic Violence Act 2018 or avail of temporary relocation.

Section 4: Compensation and Benefits

4.1 PAYROLL

All employees will be paid monthly, in arrears, unless otherwise specified, by credit transfer to their nominated bank account. For the purpose of the National Minimum Wage Act 2000, you have the right to ask the Company for a written statement of your average hourly rate of pay.

Any over or under- payment, damage to company property or failure to return Company property when leaving the company must be brought to the attention of a partner/manager. The Company reserves the right to deduct any such monies from your final salary payment.

4.2 SALARY REVIEWS/PERFORMANCE REVIEWS

Annual performance and salary reviews are carried out each year. Employees' salaries will be reviewed in line with their individual contribution to the firm and the firm's overall performance. In addition, a mid-year performance review will be carried out each year.

Partners/Managers want to ensure that everyone is supported to perform to the best of their ability. Regular catch-ups will be held to review people's progress, discuss goals and objectives, career development, learning and development needs and discuss future company plans. Understandably, from time-to-time people may hit bumps in the road and face unexpected challenges. Partners/managers will always seek to support employees to improve and will work with them to create processes and action plans which will seek to address the particular challenge/situation and support employees to work to a high standard.

Continuous two-way feedback between employees and their line managers should form part of regular one to one conversations. Performance reviews meetings are also scheduled on an annual and mid-year basis.

4.3 PENSION BENEFITS

[INSERT]

4.4 TRAINING AND EDUCATION ASSISTANCE

The firm encourages employees to upskill and train as needed to meet their professional objectives, CPD requirements, and individual career goals. We will endeavour to either part or fully fund technical or professional qualifications where these are relevant to the role.

If you leave the Company within six months of attending or completing an education or training programme, 100% of the cost incurred must be paid back by the employee. If you leave the Company within 12 months of completing an approved course, you will be required to reimburse the Company at least 50% of the cost incurred.

All relevant paperwork must be completed and signed by the employee and employer before the course commences. For further information, please contact your partner/manager. Please note that each application will be considered on its own merits.

Any support, including unpaid time off for exam or study leave, provided by the Company will be agreed on a case-by-case basis at the discretion of the Company.

4.5 BIKE TO WORK SCHEME

The Cycle to Work Scheme (generally known as the Bike to Work Scheme) is a tax incentive scheme to encourage employees to cycle to work. Under the scheme an employer can pay for a new bicycle (including bicycle accessories) and the employee then repays the cost in regular instalments from their gross salary. Employees are not liable for tax, PRSI or the Universal Social Charge on your repayments.

As an employee you save on the costs of cycling to work because your repayments come out of your salary before tax, USC and PRSI are deducted. This means that someone on the highest rate of tax will save almost half of the cost of a new bike and equipment.

The scheme covers certain items, which must be purchased as new (not second-hand). The scheme does not include motorbikes, mopeds, scooters or second-hand bicycles or equipment or bicycle parts or associated equipment.

You can choose your bike by visiting a bike shop and selecting the bike and equipment that you want to buy. You should then advise your manager/partner of your intention to participate in this scheme.

You will be required to sign a written agreement stating that the bike is for your own use, and you will use it for what the Revenue Commissioners consider qualifying journeys to be ie getting to and from work. Salary deductions will then be set up over an agreed timeframe of up to 12 months to recoup the costs.

4.6 TAXSAVER SCHEME

This scheme is a tax relief scheme that reduces the cost of using public transport. Employees who want to participate in the scheme should contact their manager/partner who will apply for the Tax-Saver ticket on their behalf and arrange for the deduction of the cost of the ticket from the employee's gross salary, thereby saving on tax, PRSI and USC.

Section 5: Company Policies and Procedures

5.1 REMOTE /HYBRID WORKING POLICY

A hybrid or remote working arrangement may be put in place for certain employees at the discretion of the Managing Partner, subject to business needs. Such arrangements will be put in place on a case-by-case basis.

Regardless of whether an employee is working in an office or remotely all policies included in this Handbook are still applicable i.e., annual leave, absence reporting, confidentiality, dignity at work, etc.

Employees are only permitted to work remotely on the island of Ireland, therefore, employees must notify their manager/partner if they intend leaving the island of Ireland for any reason either on a temporary or permanent basis (this is because different employment and taxation laws apply in different countries).

When working remotely employees are responsible for ensuring that they take appropriate rest breaks, as outlined in the relevant policy.

If you require any additional equipment to assist you in your role, please discuss this with your manager/partner. Any company equipment provided (e.g. laptops, phones, etc) must be treated with due care and be kept secure at all times. Please keep laptops and phones encrypted, kept safe and secure with strong passwords. This equipment remains the property of the firm, and any loss or theft must be reported immediately.

5.2 HEALTH AND WELL-BEING POLICY

Your health and wellbeing are a priority to the Firm, and we aim to support you as best we can.

All employees should follow ergonomics best practice and ensure that they talk to their manager/partner if they have any particular requirements e.g.: a back support which would make their workspace more comfortable. As an employer, we continue to encourage good physical and mental health and encourage employees to take their breaks during the working day. If any workplace accidents or injuries occur, please inform your manager/partner as soon as possible.

5.3 DISCIPLINARY AND GRIEVANCE PROCEDURE

Performance Standards

We are committed to providing an environment where employees are recognised for their contribution to the firm's objectives and are provided with opportunities to learn and grow. This can only be achieved through quality, two-way conversations.

Effective goal setting and ongoing feedback are valuable tools that can help employees grow and maximise their performance and potential. Where performance shortcomings are identified, your partner / manager will support you through informal mentoring.

Where persistent or more serious issues with performance are observed, a structured improvement plan will be put in place with your partner / manager with the aim of helping you to reach your full potential and meet the requirements of the role. There is no 'one size fits all' plan, and no fixed timeframe for dealing with issues because performance issues will vary from person to person. However, any performance management process will be consistent with the following broad principles:

- A. You will be invited to a meeting with your partner / manager to discuss the issue(s).
- B. Your partner / manager will provide specific examples of the shortcomings perceived in your performance so that you can understand what needs to be addressed.
- C. After the meeting, you will receive a document including the following:
 - I. Identifying the issue(s) that need to be addressed
 - II. Highlighting what is expected of you
 - III. Confirming the timeframe within which we will work with you towards rectification of the issue(s)
 - IV. Confirming the date of a follow-up meeting at which your progress will be formally reviewed
 - V. Confirming any periodic catch-up meeting(s) during the review period
 - VI. Reminding you about the supports that will be available to you
 - VII. Informing you about the potential implications should the process not have the intended outcome, which could include extension of the process

Employees will, either at the initial meeting or at a follow-up session, have an opportunity to provide their own feedback which will be considered in the setting of metrics or expectations against which progress will be assessed.

While for ongoing and repeated performance issues, or for more serious performance issues, action may be taken under the Disciplinary Procedure, employees are encouraged to take a positive and constructive mind-set in relation to dealing with performance issues to avoid that possibility. From the Company's perspective, we are committed to helping you realise your potential.

The Disciplinary Procedure

Disciplinary action will be taken fairly and consistently, and the principles of natural justice and fair procedure will apply at all times.

Employees have the right to:

- (a) know the case against them;
- (b) reply;
- (c) a fair and objective process;
- (d) being accompanied by a colleague at meetings (a "Companion");
- (e) appeal.

Disciplinary process:

- At every stage employee will be given the opportunity to hear the case made against them and to state their case. The employee is entitled to be accompanied by a colleague of their choice at any meeting.
- The Firm will set out in writing the employee's alleged conduct, characteristics or other circumstances, which has led to the employer taking disciplinary action against the employee.

- Depending on the seriousness of the offence the procedure may be invoked at any level, including summary dismissal.
- Verbal Warning - if it has been found that the employee has been guilty of a minor offence they will be given a verbal warning that continued or repeated conduct may result in further disciplinary action. The employee will be informed that the warning constitutes the first formal stage of the disciplinary procedure and that a note will be placed on their HR file. A note of the warning will then be placed on the employee's personnel file but will be disregarded for disciplinary purposes after three months if their conduct is satisfactory. However, the employer reserves the right to take into account the whole of the employee's disciplinary record in determining the appropriate sanction. Minor offences should be taken to include (but not be restricted to) the following:
 - a) poor job performance or substandard work.
 - b) minor breaches of the terms and conditions of employment.
 - c) persistent lateness or absenteeism.
 - d) failure to maintain an acceptable standard of dress.
 - e) poor standard of hygiene.
 - f) minor harassment or bullying of a fellow employee.
 - g) failure to comply with Company Policies.
- Written warning - if the offence is a serious one or if the minor conduct continues or is repeated or there is a further offence of a different nature, the employee will be interviewed and the exact nature of the complaint against the employee will be explained in full. If it is considered justified, the employee will be given a formal written warning that if his or her performance or conduct does not improve during the period stated in the warning further disciplinary action will be taken, which may lead to subsequent dismissal.
- A copy of this warning will be placed on the employee's HR file but will be disregarded for disciplinary purposes after six months if their conduct is satisfactory. However, the employer reserves the right to take into account the whole of the employee's disciplinary record in determining the appropriate sanction. Serious offences shall be taken to include (but not be restricted to) the following:
 - negligence resulting in minor loss, damage or injury.
 - horseplay leading to loss, damage or injury
 - breaches of any health or safety regulation.
 - failure to follow instructions.
 - breaches of confidence relating to the employer or the employer's affairs.
- Final written warning - if misconduct is sufficiently serious or if, following a written warning there is further misconduct (whether or not of the same nature) within the period stated, following interview, the employee may be given a final written warning, which will give details of the complaint and a warning that the employee will be dismissed if there is no satisfactory improvement. A copy of this warning will be placed on the employee's HR file but will be disregarded for disciplinary purposes after six months if their conduct is satisfactory, (although in exceptional cases the employer reserves the right to increase this period). However, the employer reserves the right to take into account the whole of the employee's disciplinary record in determining the appropriate sanction.
- Dismissal - if the employee's conduct is sufficiently serious or their conduct is still unsatisfactory following a final written warning and the employee still fails to reach the required stan-

dards the employee will normally be dismissed, but only after consideration of other possible disciplinary action. The decision to dismiss will be taken by a senior partner. If the employee is dismissed he or she will be provided as soon as reasonably possible with written confirmation of the dismissal.

Gross Misconduct

- An employee accused or suspected of gross misconduct may be suspended on full pay whilst the employer investigates the alleged offence. The employee will be required to attend a disciplinary interview within fourteen working days of the offence. If the employer is satisfied that gross misconduct has occurred the result will be summary (instant) dismissal. Gross misconduct includes (but is not restricted to):
 - a) Theft or intended theft from either the employer or the employer's customers or any employees.
 - b) Serious breach of confidentiality or misuse of confidential information or proprietary information obtained by the employee in the course of his or her employment.
 - c) Rude, offensive or threatening behaviour to the employer's clients, customers or employees.
 - d) Fraud or deliberate falsification of records.
 - e) Fighting, assault or attempted assault on the employer or any of the employer's client's customers or employees.
 - f) Serious harassment or bullying of a fellow employee.
 - g) Deliberate or malicious damage to the employer's property.
 - h) Working under the influence of drink, drugs or other substances.
 - i) Negligence resulting in serious loss, damage or injury to the employer, the employer's clients, customers or employees.
 - j) Discriminatory behaviour due to sex, race or disability or discrimination based upon gender re-assignment against another employee, contract worker or customer of the employer or visitor to the employer's premises.
 - k) Being charged with and/or convicted of a criminal offence, which in the opinion of the employer demonstrates unsuitability for further employment with the employer.
 - l) Indecent or immoral behaviour.
 - m) Unauthorised absence from work or from the employer's premises.

Suspension

If dismissal is being contemplated the employee may be suspended from work on full pay whilst the employer carries out further investigations. This suspension will last for no more than thirty days initially but may be renewed or extended at the discretion of the employer.

Appeals

If the employee is dissatisfied with the disciplinary procedure or feels that he or she has been unjustly disciplined, they may appeal at any stage of the formal disciplinary procedure to the Company's Managing Partner. Appeals will be held within fourteen working days of receiving the employee's grounds for appeal and the employee will be invited to attend an appeal meeting. At the appeal meeting any disciplinary penalty made will be reviewed. The outcome of the appeal will be set out in writing for the employee as soon as possible after the appeal has been held. Any decision on the appeal will be final.

GRIEVANCE PROCEDURE

An “open door” policy is operated by the Firm in respect of all matters concerning an employee’s terms and conditions and general welfare. Employees are encouraged to discuss any problems or concerns that they have on an informal basis in the first instance with their manager/partner. Most issues are resolved in this way.

In the event that the grievance is not resolved or the employee is not satisfied with the decision taken they may escalate their concern by requesting in writing a meeting with a member of senior management/a senior partner.

This meeting will normally be arranged within fourteen working days of the request, and the employee will be entitled to be accompanied by a colleague of their choice.

The grievance will be investigated, and a copy of the investigation report will be made available to all parties. On the basis of the investigation report a decision will be made on whether further action/investigation is warranted.

The employee will be informed of the progress of the investigation at all stages and decisions made. The complainant will also be informed of the right to appeal the decision. The services of an external mediator may be sought at this point.

5.4 PROTECTED DISCLOSURES/WHISTLEBLOWING POLICY

The Protected Disclosures Act 2014 aims to protect employees who raise concerns about possible wrongdoing in the workplace.

The purpose of this policy is to outline and define for employees the process around whistleblowing and protected disclosure. Whistleblowing occurs when a staff member raises a concern or discloses information which relates to wrongdoing, illegal practices or unethical conduct which has come to his/her attention through work.

This policy is intended to encourage and enable staff to raise concerns within the workplace rather than overlooking a problem. Under this policy staff are entitled to raise concerns or disclose information without fear of penalization or threat of less favourable treatment, discrimination or disadvantage.

A concern or disclosure could relate to a relevant wrongdoing for example possible fraud, crime, danger or failure to comply with any legal obligation.

Under the policy, an employee should promptly report the suspected or actual event to their partner/manager. If the staff member is uncomfortable with this, he/she can alternatively report the event to the Firm’s financial advisor or non- executive shareholder.

The Firm is committed to protecting the identity of the employee raising a concern and it will ensure that relevant disclosures are treated in confidence. The focus will be on the disclosure rather than the person making the disclosure. A concern may be raised anonymously however there may be circumstances where confidentiality cannot be maintained due to the nature of the disclosure and the investigation.

Employees will receive no retaliation or retribution for raising a concern that was provided in good faith – that was not done primarily with malice to damage another or the organization. Anyone who retaliates against the “Whistle-blower” (who reported an event in good faith) will be subject to discipline, up to and including termination.

When a concern has been raised, senior management will promptly act to investigate and/or resolve the issue. A meeting will be arranged to discuss the matter on a strictly confidential basis.

An initial assessment will be carried out by senior management and on foot of initial assessment appropriate action will be taken i.e. action to rectify the concern or further investigation and the staff member will be kept informed at all stages.

5.5 DIGNITY AT WORK/DIVERSITY AND INCLUSION POLICY

All employees must familiarise themselves with this policy and what is considered to be inappropriate behaviour in the workplace. With this in mind, we require all employees to review this policy and to behave in a professional manner at all times in work and in work-related circumstances.

Where necessary we will support this policy with talks, advice, training, and documentation to ensure that all team members understand the standards of respect and inclusiveness we demand in our business.

The Firm is committed to implementing and promoting policies and practices which encourage respect for others at work, and which protect the safety, health and welfare of all employees. Everyone has the right to be treated with respect and dignity irrespective of their gender, family status, sexual orientation, religion, age, disability, race or membership of the Traveller community.

Attitudes and behaviours which do not contribute to a positive environment, or which are unacceptable to individuals in the firm will not be tolerated. All employees are required to take personal and individual responsibility to follow these policies, to behave in a non - discriminatory way and not to participate in any acts of inappropriate behaviour or conduct.

Our approach to Diversity & Inclusion is guided by *The Employment Equality Acts 1998 to 2015*, but it also goes beyond that to ensure that our policy reflects the Company’s values.

Discrimination is defined as less favourable treatment. The two main types of discrimination are:

- Direct discrimination, where a person is treated less favourably because of a protected characteristic
- Indirect discrimination, where a person experiences discrimination as a consequence of a practice or policy that does not overtly appear discriminatory but has a discriminatory impact under any of the following headings:
 - Gender – man, woman, transgender or intersex
 - Civil status – single, married, separated, divorced or widowed
 - Family status – parent of a person under 18 years; resident primary carer or parent of a person with a disability; as well as pregnancy and maternity/paternity
 - Sexual orientation – gay, lesbian, bisexual, transsexual, asexual and heterosexual
 - Religion – religious belief, background, outlook
 - Age – this applies to people over the age of 16

- Disability – physical, intellectual, learning, cognitive or emotional disabilities, and a range of medical conditions
- Race – race, skin colour, nationality or ethnic origin
- Membership of the Traveller community

Protections for these groups cover the areas of recruitment, promotion, compensation, working conditions, training or experience, dismissal, harassment (including sexual harassment), victimisation and all terms and conditions of employment with the Company.

It is our policy that all members of the Company and all third parties with whom the firm interacts, are treated with the same high level of respect, dignity and courtesy and be offered the same opportunities regardless of their protected characteristics.

All employees have a personal responsibility to review this policy and adhere to its principles and practices. This means, in all dealings to behave in a non-discriminatory way and to go beyond that, when possible, to actively seek out opportunities to practise inclusion. Partners and managers have a specific responsibility to show leadership in this area and to be role models – setting the standard and leading by example.

5.6 SOCIAL MEDIA /CYBERSECURITY POLICY

The following policy is intended to provide guidance on the use of social media channels and in many cases a common-sense approach prevails. There are many such channels including LinkedIn, Facebook, X, Snapchat, Instagram, YouTube, blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and any other types of interactive online media and services that permit users to share information (words, images, photos, videos) with others in a public, or indeed a private manner.

This policy applies irrespective of whether social media is accessed using Company IT hardware or networks, or your own device, IT hardware or networks.

Personal social media

We appreciate that you may use social media in a personal capacity and we respect the private life of individuals. Nevertheless, employees' use of social media can pose a risk to our confidentiality and our reputation. Please be mindful of what you post and how it may impact the Company at all times.

The following are some examples of the type of content the Firm would find inappropriate and in breach of this policy (this list is not exhaustive);

- Comments of an inappropriate nature relating to a work colleague(s) or the working environment.
- Comments relating to customers/ clients/ third Parties known to your employer.
- Comments relating to product, pricing, or any sensitive business information.
- Comments that may raise questions regarding your absence from work.
- Comments relating to grievances you have with your employer.
- Comments which may damage the reputation or professional standing of the Firm or any of your colleagues.
- Comments that are not in line with our Company Dignity at Work policy, which may be considered as a form of bullying or harassment or discrimination.

If you have access to Firm computers and equipment, you should not use these for personal use. Social media use should not interfere with employee responsibilities while at work. Any Internet use on Firm equipment is subject to inspection and monitoring. Employees must also ensure that any workplace issues are not inappropriately discussed or visible on social networking sites.

Internet policy

Employees have a responsibility to maintain the Firm's image, to use any electronic resources in a productive manner, to honour our confidentiality and to avoid placing the company at risk of legal liability based on their use.

The Firm has the right to monitor all e-mail/ internet/ PC/ tablet/ phone activity for the purposes of ensuring compliance with our policies and procedures and ensuring compliance with the relevant regulatory requirements.

Any Firm equipment that you are given remains the property of the Firm and can be recalled or inspected at any time. Such equipment is for business use only and is not for storing personal files or content.

Email access is given to employees to assist them in the performance of their jobs and must be used at all times in a responsible and professional way. All messages distributed via the Firm's email system, even personal emails, are the Firm's property. You must have no expectation of privacy in anything that you create, store, send or receive on the Firm's email system. If there is evidence that you are not adhering to the guidelines set out in this policy, the Firm will take action to investigate.

Cybersecurity

Over recent years, all businesses have seen an increase in phishing (email), vishing (phone), remote access threats, compromise of business emails etc. Email phishing is still the most common form of external attack; however, phones are also targeted through SMS phishing (smishing) and through malicious links embedded in popular messaging & social media apps.

Please be vigilant as cyber-attacks have become more advanced and emails now convincingly mimic those from banks, State agencies, delivery services, etc.

With this in mind, we ask everyone to consider the following when processing emails:

- Always be on the lookout for suspicious emails.
- Be aware that many phishing emails have poor grammar, punctuation, and spelling mistakes (particularly in the footer of the email).
- Always check email addresses carefully, particularly if there is any sensitive data contained in the email.
- Please be wary of any emails received from an unrecognised source/ email address.
- Manually type in URLs to sites you want to visit rather than clicking on links provided in emails or text messages.
- Verify the mail by using other/ pre-existing channels - If you are unsure about the content of the email/ invoice do not contact the sender through links or the phone number supplied within the email. Do not reply directly to the email. Contact the sender through pre-existing channels/ confirm contact details through another reliable source (e.g., search the internet for their main website).

In addition, all employees should be wary of unsolicited phone calls or unrecognised foreign numbers claiming to be from banks, internet providers, State agencies etc requesting passwords, usernames, money for any service or asking you to install malware or run diagnostics on your computer.

If you receive any suspicious calls, be careful of the information you share and contact your partner/manager immediately.

If you are ever in doubt about whether an email, telephone call or text is genuine it is best to check before you give any information and consider asking the caller to give you their contact details so you can return the call.

APPENDIX – HEALTH & SAFETY STATEMENT

The Firm regards Health, Safety, and Environmental protection as an integral and essential part of good business practice. We are committed to achieving and maintaining a high standard of health, safety, and environmental quality in all of our operations through an effective quality, health and safety, and environmental management system, in order to preserve the following:

- At a minimum, meet, and where appropriate, exceed the requirements of all relevant legislation.
- Reduce waste in all operations and ensure use of the best environmental option for disposal of unrecoverable waste.
- To ensure so far as reasonably practicable the safety, health and welfare of all employees while at work.
- Provide the necessary training and support to staff so that they can carry out their health, safety, and environmental responsibilities effectively and professionally.
- Promote the adoption of health, safety, and environmentally sound practices by contractors, suppliers and customers, and to protect, so far as is reasonably practicable, persons not employed by their company who may be affected by our activities.
- To ensure that adequate consultation takes place between management and employees on all health, safety and environmental related matters and employees are encouraged to notify management of identified hazards in the workplace.

All employees have the responsibility to co-operate with management to achieve a healthy, safe, and environmentally friendly workplace and to take reasonable care of themselves and others.

Each employee is responsible for his or her own acts or omissions and the effect that these may have upon the safety and health of themselves or any other person who may be affected by such actions or omissions. Any employee who intentionally or recklessly misuses anything supplied in the interests of health, safety, and environmental will be subject to disciplinary procedures.

No employee may undertake any task for which they have not been authorised and for which they are not adequately trained. Each employee is required to report to their partner/manager any defects in equipment or other dangers immediately or as soon as it is safe to do so.

Each employee is required to report to their manager/partner any accident that occurs and any safety concern of which they are aware.

Employees presenting for work while suffering the effects of intoxicants such as alcohol or legal or illegal drugs may be subject to disciplinary action. Any employee found to be smoking tobacco within the confines of the premises will be subject to disciplinary procedures.



This resource was developed by CascadeHR in consultation with the Law Society of Ireland.

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