



INTRODUCTION:

Welcome to Fidel Murphy's Public House, we hope that you find your time with us to be enjoyable and fulfilling.

Fidel Murphy's has been a part of the community for 20 years; it has a long history & means a great deal to the community. It is of the utmost importance that Fidel's continue to remain committed to quality food and outstanding service. Our intention is to create a welcoming & vibrant environment that encourages clientele to visit regularly; this cannot be done without friendly, hardworking staff who take pride in their jobs.

Your opinion matters to us: any suggestions you might have on growing our business will be welcomed, any questions you have are encouraged. We are a small team and it is important that everyone enjoy their time with us. That being said, you get out of the work what you put in to it.

We hope to promote a friendly team atmosphere and our door is always open to you. We want you to enjoy working here for many years to come, and hope you forge strong friendships with the rest of the team.

This handbook is intended as your terms and conditions of employment and should be read thoroughly as it contains important information.

Good luck in your new position, and we hope you enjoy your time here with us!

John & Caitlin Dunne

Owners & Operators
Fidel Murphy's Public House



WORKING HOURS.

- Expect to work evenings, weekends and Bank Holidays. Unless otherwise agreed upon, you may be required to work more than 48 hours in any one week.
- Staff must be in the building and ready to begin work 15 minutes before their shift.
- You are encouraged to arrive to work, every day, under the assumption that you will be the closer.
- All new FOH schedules will be posted on Thursday. *Kitchen schedules will be posted on Sundays, but days off can be expected to be fairly consistent.*

PAY.

You will be paid the agreed salary/rate of pay included in your contract of employment. You will be paid every 2nd Friday by direct deposit/E-Pay. You will need to provide us with correct and current banking information in order to receive your pay in a timely manner.

PROBATION PERIOD.

The probation period for all new employees, unless otherwise agreed upon in writing, is three (3) months from the date of hire.

VACATION LEAVE.

- Within your first year of employment you will be entitled to no more than two (2) weeks of unpaid vacation. Dates must be approved or denied depending on the needs of the company.
- After your first year of employment you are entitled to two (2) weeks of **paid** vacation, and an extra two (2) weeks of **unpaid** vacation days. Dates must be submitted to management in writing and will be approved or denied depending on the needs of the company.

Your vacation pay will be calculated on the average number of hours you work each week, and paid based on your current hourly earnings.

ABSENCES FROM WORK.

- Should you be unable to come to work for whatever reason you must inform us at your earliest convenience, we do however require at least two hours' notice of your intended absence so we can arrange cover. When informing us of your intended absence you must inform us of the reason and likely duration of the absence. Failing to inform us of an absence may result in dismissal.
- Any absences related to the use of alcohol **outside** of work will result in a written warning and reduced hours on the next week's schedule. Any suspicion of alcohol or drug abuse **during** a shift will in no way be tolerated. Employers will terminate the contract of anyone they deem to be drunk/found drinking or under the influence of drugs on shift.



ABSENCES THROUGH SICKNESS.

Any absence due to illness that exceeds two (2) days will require a doctor's certificate to verify your illness.

SICK PAY.

You are entitled to Statutory Sick Pay (SSP) in accordance with the law. The days qualifying for SSP are contracted days when you would normally work.

PUBLIC HOLIDAY PAY.

You are entitled to Public Holiday Pay (PHP) in accordance with the law, for the [eleven \(11\) Public Holidays](#) as set out by the Cayman Islands Government each year.

MATERNITY PAY.

Any of our female employees who become pregnant, and have been with the company for over a year are entitled to 12 calendar weeks' maternity leave.

Your maternity pay will be calculated in accordance with the law and on the average number of hours you work each week, and will be paid based on your current hourly earnings.

BENEFITS.

All employees will receive Health Insurance Coverage as of date of hire and in accordance with the law. The employee share of premiums will be deducted from your pay.

All employees will be enrolled in the approved Company Pension Scheme as of the date that he/she has reached nine (9) months of continuous employment in the Cayman Islands and in accordance with the law. The employee share of contributions will be deducted from your pay.

HANDLING OF CASH AND CASH EQUIVALENTS.

All employees who, in the performance of their duties, handle cash and cash equivalents must make every effort to safeguard these assets. You are required to complete a thorough and accurate "Cash Out" at the end of every shift and must ensure that this "Cash Out" is handed to the appropriate authority upon completion.

Please NOTE that when completing your "Cash Out" you are required to include ALL U.S. currency that you have collected as part of your deposit. Failure to do so will be considered as THEFT and is a FIREABLE OFFENCE.



COMPANY PROPERTY.

You are required to take care of and correctly operate all property of the company. Should you cause loss or damage to company property through neglect or misuse we will take the necessary disciplinary action against you. Should you misuse company property and it causes harm to another employee the appropriate disciplinary action will be taken against you also.

DATA PROTECTION.

The company will hold personal information about you that will include details such as your name, date of birth, address, bank details and your emergency contact details. Also we may hold personal information such as health and sickness information, criminal records and membership of trade unions. This information is for the use of the company and payroll. We will not disclose your personal details to any other organisation without your written consent.

CONFIDENTIALITY.

- You should not disclose any information regarding the company at any time during or after your employment without the express consent of John or Caitlin Dunne.
- It is also prohibited to disclose any personal information (including full name, scheduled shifts, and means of contact) of your co-workers to anyone outside the company.

HEALTH & SAFETY.

It is our responsibility to provide you with, and maintain, a safe, secure and healthy working environment. It is your responsibility to ensure you always act in a safe and secure manner, so as to not cause harm or illness to any other person whilst you are on the premises. We will provide all relevant training and information regarding Health and Safety. It is vital that you report any hazard to a member of management immediately so that it can be remedied

EQUAL OPPORTUNITY.

We are an Equal Opportunity Employer and we will not tolerate discrimination against any person. We will hire, train, promote and offer incentives on merit and capability alone.

RACISM & BULLYING STATEMENT.

Fidel Murphy's Public House does not tolerate bullying or racism in any way, shape or form and we regard this type of behaviour as serious misconduct.



NOTICE PERIOD.

You are required to inform us of your intention to leave our employment no later than one (1) month before the date of your last shift.

Should we require to terminate your employment for reasons other than gross-misconduct then we will give you at least 24 hours' written notice during your probation period, after this we will give you two (2) weeks' written notice.

Should the termination of employment be due to gross-misconduct the notice period will not apply.

REDUNDANCY.

Where every effort will be made by Fidel's to avoid redundancies, when this is not possible we will pay severance payments in line with the statutory guidelines in force at the time of termination.

VARIATION OF TERMS & CONDITIONS OF EMPLOYMENT.

Fidel Murphy's Public House reserves the right to make reasonable changes to your terms and conditions of employment. Procedures in our policies may change from time to time and a notice to all employees will introduce these minor alterations. Any changes we make will be deemed acceptable by Fidel's to ensure the continued effectiveness of the business.

UNIFORMS & APPEARANCE.

It is vital that all of our employees are smart and clean whilst on duty for the level of customer care and service we provide. All staff will be expected to keep their uniform clean & well kept, and must appear hygienic. Kitchen staff must wear a hat at all times. Service staff must always keep long hair tied up, and have clean hands and finger nails. Every employee is required to wash their hands before leaving the washroom.

ACCIDENT REPORTING.

It is your responsibility to ensure any incident or accident (however insignificant or small) is recorded in the accident book.

ALCOHOL & DRUGS.

We do not tolerate the use of, sale of, or possession of your own alcohol/illegal drugs whilst you are on duty. Any instance of this will be treated as Gross-Misconduct.



TRAINING.

It is our policy to provide you with all the relevant training and information you require to fulfil your tasks effectively. We are dedicated to developing our employees as best we can. You are required to attend all training shifts and meetings.

DISCIPLINARY & GRIEVANCE PROCEDURES.

The disciplinary procedure may be entered into at any stage depending upon the seriousness of the misconduct or behaviour.

Examples of actions that can be deemed appropriate for disciplinary action being taken against you are outlined below, although this list is not definitive, it is merely for illustration purposes.

The management reserve the right to decide upon the appropriate action to take for any form of misconduct as and when it occurs.

Contents of warnings.

Any warning regardless of scale will contain the following:

1. The reason for the warning.
2. The action required for improvement/remedy.
3. The timescale required for improvement/remedy.
4. The consequences of further offences.
5. The right to appeal.

Verbal Warnings.

These will be issued for minor first offences/faults, with a view of agreeing on an appropriate course of action for improvement. You may be accompanied by the witness of your choice at this hearing.

Examples of the offences/incidents meriting a verbal warning are:

- Poor attendance.
- Poor work performance.
- Poor time keeping.
- Poor appearance.

Verbal warnings will be kept in your personal file for a period of six (6) months, subject to improvement, after which they will be regarded as spent.

1st Written Warnings.

These will be issued if further offences are carried out or for continued faults. The first written warning will be issued after a disciplinary hearing, and you can have a witness of your choice accompany you at this hearing also.

Examples of the offences/incidents meriting a 1st written warning are:

- Continued poor attendance/work performance/appearance & time keeping.
- Any incident considered too serious for a verbal warning, such as damage to company property, insubordination, unauthorised absences.

1st Written Warnings will be kept in your personal files for a period of six (6) months, subject to improvement, after which they will be regarded as spent.

Final Written Warnings.

These will be issued if further offences are carried out or for continued faults. The final written warning will be issued after a disciplinary hearing, and you can have a witness of your choice accompany you at this hearing also.

Examples of the offences/incidents meriting a final written warning are:

- Continued or excessive poor attendance/work performance/appearance & time keeping.
- Any incident deemed to be a serious first offence, which falls short of being classed as gross misconduct.

Final Written Warnings will be kept in your personal files for a period of 12 months, subject to improvement, after which they will be regarded as spent.

Gross Misconduct.

If an employee is found guilty of an offence which is deemed as gross misconduct then the management will have to decide on the appropriate course of action, in most cases this will be termination of the employment following an investigation, all employees subject to an investigation will be suspended on full pay.

Examples of offences that are classed as gross misconduct are:

- Theft of company property.
- Fraud.
- Serious insubordination.
- Endangering the safety of another employee.
- Physical violence.
- Being under the influence of drink or drugs whilst on duty.
- Serious negligence, which causes the loss, theft or damage to company property.
- Serious breach of health and safety regulations.
- Arson.



- Bullying, harassment or discrimination of colleagues/customers.

Dismissal.

Where there has been continued misconduct or failure to improve on poor performance/appearance/attendance and the disciplinary procedure has been followed, with relevant warnings being given up to final written warning then you will be dismissed following a disciplinary hearing. You are permitted to have a witness of your choice accompany you to this hearing.

I have read and understand the information contained in this handbook, and I will ensure I comply with all legislation and company policies relating to my employment, and I understand the consequences of any misconduct. I also acknowledge receipt of a written document which outlines my job title, the general responsibilities and duties of the job, the rate of remuneration and the period of employment.

Signed.....

Name.....

Date.....

(A copy of the handbook and the signature page must be given to the employee and the original signature page must be kept in the employee's personal file for legal purposes)