

## **SECTION 2: YOUR GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

This section runs through your main terms and conditions of employment which forms part of your contract of employment, both of which should be carefully read and any queries should be clarified with your Head of Department.

### **2.1 PAY**

#### **2.1 a) Basic**

Your basic rate of pay is stated on your Contract of Employment. This figure is the basis of the money you receive.

#### **2.1 b) Payment**

Wages are paid monthly on 28<sup>th</sup> of each month by direct credit transfer to a bank account or building society account nominated by you. Details of any change to the account to be credited must be notified to your manager or the accounts department in writing as soon as possible.

#### **2.1 c) Bank Holidays**

Beales Hotels pays full time members of staff for all Bank Holidays during the year. In respect of part time members of staff, this will be done on a pro-rata basis.

#### **2.1 d) Salary Advance**

A salary advance will only be issued in exceptional circumstances and is at the discretion of the General Manager. HR22 must be used to authorise the salary advance.

### **2.2 Duties**

Your principal duties will initially be as set out in your job description. You will be expected to carry out such additional or alternative duties for the Company as is reasonably consistent with your position and as the Company may from time to time reasonably require. Your job content may change according to the requirements of the Company, its business and the market in which we operate. The Company, therefore, reserves the right, upon reasonable notice, to require you to undertake alternative duties within any department of the Company which fall within your capabilities.



### **2.3 Hours of work (including Working Time Regulations 1998 (& amendment 2003))**

Hotels exist to service the needs of our customers who pay our wages! Our customers need

service 24 hours a day, seven days a week, including Christmas Day and bank holidays. We therefore expect from our employees a flexible attitude towards their working hours, remembering always that the needs of our customers are paramount. Everyone is therefore required to show a responsible attitude towards timekeeping and attendance.

Signing of your contract gives consent that you waive your right under the working time regulations to have your working time limited to an average of 48 hours per week over the reference period as it may be defined from time to time. You further agree that, in the event that you wish to withdraw the consent in this paragraph, you will give the Company three months' written notice of the withdrawal of your consent. It is Beale's legal duty to generally monitor your working hours including hours that you work for a person, firm or Company other than Beale's. You therefore agree that within two weeks of the day on which you signed your additional job's contracted terms and conditions of employment, you will inform your Manager of details of your additional employment.

Your basic hours of work are stated on your Contract of Employment. Your actual start and finish times and the days you are required to work may be varied according to the needs of the business, and your Manager will inform you of these. Check with your manager if you are not sure of your starting or finishing times.

### **2.3 a) Punctuality**

Your starting and finishing times refer to your period of working. Getting ready to start work and to leave the premises should be done in your own time. Lack of punctuality may lead to deductions from your pay at your basic rate for time not actually worked, in addition to any disciplinary action that may be taken. You will also be expected to make the time up, unless your manager says otherwise.

### **2.3 b) Breaks**

Breaks must be taken at times agreed with your manager. They are not paid and do not form part of your working hours.

### **2.3 c) Overtime/Extra Working**

You may be required to work overtime according to the needs of the business. Payment of this overtime will be at the discretion of the General Manager.

### **2.3 d) Rotas**

If you work a rota, your starting and finishing times will be advised to you by your manager one week in advance. These times may vary.



## **2.4 Holidays – Basic holiday year runs from April 1 - March 31**

### **2.4 a) Holiday entitlement**

First year based on number of calendar months worked after April pro rata.

After 1-2 years service, from the following April	20 days
After 3 years service, from the following April	22 days
After 4 years service, from the following April	23 days
After 5 years service, from the following April	26 days*
Over 5 years service	26 days*

*\*Includes 1 day's holiday which must be taken in the week of employee's birthday, work permitting.*

Staff working less than five days a week will be given a pro rata entitlement.

Holiday entitlement accrues at the rate of one twelfth of your annual entitlement for each completed calendar month of service during the holiday year, except for any month for the whole of which you are absent from work. This exception does not apply to the statutory period of ordinary maternity leave, when your holiday entitlement will continue to accrue.

With the prior written permission of your manager, you may take holiday in advance of accruing entitlement. You must request all holiday dates in good time and always before booking tickets etc. Please complete Holiday Request Form (HR25) and submit it to your Line Manager for approval. Prior permission from the General Manager is to be sought for holiday periods of 3 weeks or more. Otherwise, wherever possible, your manager will agree your holiday dates, but we reserve the right to refuse any dates which we think will cause problems for the business. Holiday taken without prior authorisation will not be paid and will lead to disciplinary action.

Special permission is required for you to take holiday during your notice period (whether notice is given by you or the Company).

Carry-over of holiday entitlement into a new holiday year will not be allowed. No payment will be made in respect of holidays not taken. Any absence from work immediately preceding or subsequent to holiday must be supported by a medical certificate.

#### **2.4 b) Holiday pay**

Holiday pay is paid at the basic rate.

Any excess of holiday taken over accrued entitlement will be deducted from your entitlement to final pay on leaving. If this amount is in excess of your final pay, we will seek to recover the money from you.

Payment of any unused entitlement on leaving will be added to your final pay packet, unless you are dismissed for gross misconduct or leave without giving proper notice, when you will forfeit any right to accrued holiday pay over and above the statutory minimum of four weeks including bank holidays.

#### **2.4 c) Bank and Public holidays**

You will be given a day off in lieu if you work on a bank or public holiday. Alternatively you will be given a day off in lieu if you normally work at least five days a week and happened to be rota'd off on a bank holiday on which you would normally have worked.

If you work on Christmas Day you will be paid an extra day, plus one day off in lieu.



#### **2.4 d) Designated holiday**

Your Manager may specify that days are to be taken as part of your paid annual holiday entitlement, whether for temporary closure, or arising from the needs of the business.

#### **2.4 e) Lieu days**

You may accrue 'lieu days' to compensate you for additional whole days worked. Lieu days must be taken as days off. They must be settled within two months, after which time they are lost. A maximum of five lieu days may be accrued at any one time.

#### **2.5 Sickness**

**Beales operates an occupational sick pay scheme (OSP), details of which are:**

##### **2.5 a) For staff with less than six months' service**

The first three days of any illness will not qualify for any payments, followed by payment of statutory sick pay (SSP) at the current statutory rate, assuming that the correct sickness reporting procedure (in 2.6 below) is followed. Any exceptions to this will be at your General Manager's discretion.

##### **2.5 b) For staff with more than six months' service**

At the discretion of the General Manager, staff with more than six months' service may qualify for Company sick pay equal to their current basic rate of pay, assuming that the correct sickness reporting procedure (in 2.6 below) is followed.

##### **2.5 c) Long term sick pay:**

Staff with less than six months' service may continue to receive SSP payments at the current rate for up to 28 weeks from the start of absence, when supported by a GP's Fit Note.

Staff with more than six month's service may qualify to receive Company sick pay equal to their current basic rate of pay. Any payments will be reviewed on a weekly basis.

**Please note that Company sick pay is payable only at the discretion of the General Manager. The fact that any payment has been made to you (or others) does not imply any right for you to receive Company sick pay on any subsequent occasion.**

The Company retains the right to refer any employee to a medical advisor of the Company's choosing. Failure to comply with any reasonable request may be dealt with by disciplinary measures.

#### **2.6 Sickness reporting and recording**

**2.6 a)** In the event of sickness or any other reason preventing you from attending for work, you need to telephone your line manager or the duty manager, or arrange for someone else to do so, as soon as you know you will not be on duty, and at **least two hours** before you are due at work on your first day of sickness. Casual staff – as soon as possible before you are next due to work.

The message must give your name, reason for absence and the expected date of your return

**2.6 b)** All absences which have not been pre-arranged and agreed must be notified to the Company as soon as possible. A failure to notify properly could lead to disciplinary procedures and may result in loss of pay or benefit.

**2.6 c)** If your absence due to sickness is for three days or less, you will be required to complete a self-certification of sickness form on the day you return to work.

If your absence is for four days or more, you will be sent a self-certification of sickness form, which you should complete and return to the Company straight away, followed by a **GP's Fit Note\*** on the seventh day of your absence. (\*As from April 2010, the Fit Note has replaced the old Sick Note – details of this can be found on [www.dwp.gov.uk/fitnote](http://www.dwp.gov.uk/fitnote)).

For any sickness absence you are required to contact your line manager on a daily basis, until receipt of a GP's note, to ensure they are fully informed as to your expected date of return.

**If you fail to carry out the above procedure, you may be liable to disciplinary proceedings and may not receive sick pay.**

**2.6 d)** All employees must provide written evidence of any recommendation to exercise (or other therapeutic treatment) whilst on sick leave. This can be from your GP or other specialist, but they must be medically qualified. The written evidence should state that exercise is recommended and why. If no such evidence can be provided, then it will be considered a disciplinary matter.

**2.6 e)** After any period of sickness you will be asked to attend a return to work interview with your direct line manager.

**2.6 f)** Any employee who is absent on sick leave for at least a year and who has exhausted company sick pay, is no longer legally entitled to receive four weeks statutory paid holiday. This takes effect immediately.

**2.6 g) Sickness whilst on Annual Leave** – If sickness is incurred whilst taking holiday entitlement, you may be able to claim back your paid holiday days on presentation of a signed doctor's certificate or relevant paperwork, if abroad.

## **2.7 SICKNESS REPORTING – FOOD HANDLERS**

### **Sickness: Vomiting and/or Diarrhoea**

If you suffer from vomiting or diarrhoea, your body may still be carrying infection even when you feel better. This infection could be passed to customers and staff through the food which you are preparing.

If you experience vomiting or diarrhoea, you must **report to your doctor** mentioning that you are a food **handler** before your next work shift. You must **telephone your Duty Manager immediately** to inform him of this.

Before returning to work, you must obtain your doctor's clearance that it is safe to come back and handle food. You must also obtain a doctor's certificate stating that you are fit for work and this must be handed to your Duty Manger on your return to work. See also Personal Hygiene and Cleanliness.



## 2.8 NOTICE PERIODS

The following notice periods apply to all staff, unless stated otherwise on your contract of employment:

<b>Period of Employment</b>	<b>Period of notice by Beales Hotels</b>	<b>Period of notice by employee</b>	<b>Period of notice by Asst/Deputy Heads of Department and above</b>
During first 3 months	1 week	1 week	1 week
From 3 months to 12 months	2 weeks	4 weeks	8 weeks
From 12 months to 6 years	4 weeks	6 weeks	8 weeks
From 7 years service onwards	1 additional week for each completed years service to a maximum of :	6 weeks	8 weeks
From 12 years service or more	12 weeks	6 weeks	8 weeks

You may or may not be required to work your period of notice. The above notice periods will not apply in the case of gross misconduct leading to summary dismissal.

If an employee leaves without giving proper notice, we shall deduct a day's pay for each day not worked during the notice period from any final salary payment due to you. The amount deducted is a further attempt to assess our loss as a result of an employee leaving without giving the full notice.