



Energy for generations

EMPLOYEE HANDBOOK

January 2018



Version 1.0



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INTRODUCTION



1.1 A Welcome from the Chief Executive

Dear Colleague,

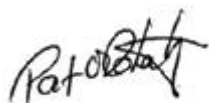
I am delighted to welcome you to ESB. We've been proud leaders in energy innovation and technology in Ireland since 1927. The skills and expertise of our people enable us to safely deliver the latest, sustainable energy solution to homes and business across Ireland and internationally. Inside this Employee Handbook you will find important information about the Company, and our policies and procedures. Please read it carefully and do not hesitate to contact a member of Human Resources if you have any queries.

ESB's values are deeply rooted in the organisation and encapsulate the integrity and ambition that we stand for. They are a fundamental part of who we are and why we are uniquely trusted by those we serve. To ensure that they continue to drive exemplary behaviour in a time of significant change and uncertainty, we have a consistent expression of our values – We're Courageous, We're Caring, We're Driven, We're Trusted, and we use these to guide all our behaviours and ensure the continued relevance and authenticity of our values. Our reputation is vested in the behaviours of our people and is critical to enabling our success as a business.

Safety is a part of everything we do and our approach to safety is driven by our values. We are fully committed to protecting the health and safety of our colleagues, contractors, and the people we serve. Our belief is that all unsafe acts and incidents are preventable and all operational processes can be designed and operated in an inherently safe manner. We promote an open and proactive approach to health and safety with the full involvement of all our people. This is reinforced through strong and visible leadership and by striving to achieve and maintain our safety goal of zero injuries. Safety is every individual's responsibility and all ESB employees are expected to demonstrate their commitment to safety in every aspect of their work.

Our business is dependent on the excellence of our people. We know that our competitive advantage lies in the commitment, knowledge and skills of everyone in our company. This is why we are committed to investing in our people and building the best by offering training opportunities and career development. I would encourage you to explore what is available to you to develop your professional skills and further your career.

We welcome you to our team and look forward to working with you and wish you every success in your career with ESB.



Pat O'Doherty
Chief Executive

1.2 About ESB

ESB was established in 1927 as a corporate body in the Republic of Ireland under the Electricity (Supply) Act 1927. As a strong, diversified, vertically integrated utility, ESB operates right across the electricity market: from generation, through transmission and distribution to supply. ESB creates further value by supplying gas, using our networks to carry fibre for telecommunications and delivery of large scale, capital infrastructure projects for international clients.

Further information about the company's history, organisational structure, strategy and operations will be detailed in your new employee induction.

1.3 Purpose of This Handbook

The Employee Handbook has been developed to support you as you begin your career with ESB. The Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. The information has a degree of detail, sufficient to provide a convenient guideline reference for day-to-day personnel issues. However, it does not cover every scenario and will not answer every question that may arise.

The policies and procedures set out apply to all ESB staff working in the Republic Ireland unless otherwise indicated. They therefore apply to managers, officers, directors and all employees including part-time and fixed-term employees (collectively referred to as staff in this Employee Handbook).

You should familiarise yourself with the Company's policies and procedures and comply with them at all times. Any questions you may have with regard to its contents or what you have to do to comply with the Company's policies and procedures should be referred to your line manager and/or your business unit Human Resource Business Partner.

This Employee Handbook does not form part of your contract of employment with us, the terms of which are provided to you separately. You accept and understand that the terms of this Employee Handbook can be changed from time to time by the Company as is required.

The Employee Handbook should be used in conjunction with the Human Resources section (Staff Services) of the Hub (our internal intranet site) where staff will find forms relating to all the relevant policies and procedures as outlined in this document. An online version of the Employee Handbook is also available on the Hub and you will be notified where any changes have been made to the Employee Handbook. Any such changes will be reflected on the online version until such time as the Employee Handbook is re-printed. If you are unable to access this site, you should call the BSC Customer Support Centre on extension 26699 (option 3).

Managers and staff can also refer to the business unit Human Resources Business Partner for guidance in relation to the policies and procedures outlined in this document. The Employee Handbook will be reviewed on a regular basis to ensure that its provisions continue to meet our legal obligations and reflect best practice.

1.4 Personal Employment Records

Your personal employment record is very important as it contains all relevant information pertaining to your employment. You are required to keep your address, telephone number, and emergency contact details up to date on the ESS Portal (Employee Self Service Portal).

Employees that do not have access to the ESS Portal must notify the BSC Customer Support Centre by e-mailing OneHR@esb.ie of any changes that might affect their personal employment record.

1.5 Data Protection

The Company will hold and collect data in relation to your employment. This is for the purpose of administration and management and also in compliance with applicable laws and regulations. All data will be treated with the strictest confidentiality and in compliance with Data Protection legislation. 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.

By signing this Employee Handbook, you acknowledge that you consent to the Company or any Group Company processing data relating to you for legal, personnel, administrative and management purposes. You accept that, on rare occasions, this may include the processing of sensitive personnel data, e.g. information about your health or condition in order to monitor sick leave and take decisions as to your fitness for work.

All personal information regarding your employment may be held electronically and also in your personnel file. Copies of any letters, memos or emails relating to your terms and conditions of employment may also be stored electronically or on 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 line 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 line manager in writing and access will be provided within a reasonable period.

In addition to the above, you must also ensure that you comply with Data Protection legislation when handling personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of any ESB Group company.

1.6 Company Policies and Procedures

You must familiarise yourself with, and at all times comply with all of the company's policies and procedures which will be made available to you. Your line manager or Human Resource Business Partner are available to discuss and clarify any aspect of ESB policies and procedures. Any breach of the Company's policies and procedures may be dealt with under the Company's Disciplinary Procedures.

1.7 Code of Business Ethics

The Company has a proud record of ethics and compliance and all staff are expected to work in accordance with this standard. Our reputation is one of our most valuable assets and is critical to our success. You are required to fully read, understand and abide by the Company's Code of Business Ethics. The Code can be found on the Policies and Procedures page on the Hub (Policies and Procedures).







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YOUR EMPLOYMENT



You are now a valued member of the team. Each team member contributes to the overall success of the organisation and the achievement of its objectives. We hope that the following information will help you to settle into your new role; if you have any queries regarding any of the items, please do not hesitate to ask your line manager or your business unit Human Resource Business Partner.

2.1 New Employee Induction

The Company believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the new starter induction stage when a new employee joins. All new employees will receive appropriate induction guidance and training pertaining to their position. During the induction you will be given an effective introduction to the requirements of the position, the work of the business unit, the organisation and functions of the Company.

Our aim is to support and develop you in your role so that you feel confident to undertake the responsibilities placed upon you and ultimately are able to contribute to the success of the organisation.

The new employee induction programme will be spread over your first few months in the position. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us.

2.2 Probation

A probationary period of eight months will apply from the commencement of your employment. During the probationary period your job performance will be assessed to determine your suitability for the position in accordance with the Company's Probation Policy. Your line manager will monitor your performance on an ongoing basis during the probationary period but will perform at least two formal probationary reviews at four month intervals to discuss your work performance and to point out, if necessary, any areas that require improvement.

The Company reserves the right to extend the probationary period of an employee should this be deemed necessary in order to adequately evaluate the individual's overall suitability for continued employment.

2.3 Hours of Work

Depending on the nature of your position that you are appointed to, your normal hours of work and working patterns may differ but will be stated in your contract of employment. In general, normal hours of work for non-craft staff are currently 8.30 to 16.45 (36.25 hours per week). For craft staff the normal hours are currently 39 hours per week and an average of 37.33 for shift staff.

2.4 Time and Attendance

Punctuality and regular attendance are expected of all employees. If you are absent for any reason or plan to arrive late or leave early, you are required to notify and seek permission from your line manager as far in advance as possible. In the event of an emergency, you must notify your line manager as soon as possible. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable.

You are required to complete a record of your time and attendance on a weekly basis by completing and submitting the online timesheet through the ESS (Employee Self Service) Portal. Employees without access to the ESS Portal are required to complete and submit their time and attendance through the approved alternative time recording systems.

The Company's Attendance Policy can be found on the Policies and Procedures page on the Hub (Policies and Procedures).

2.5 Staff Number

A staff number is your unique identifying number for access to Company services. You will be allocated the staff number when your contract of employment is confirmed and you have submitted all personal details (i.e. PPS number, bank details etc.) to the Company. Therefore it is essential that you submit all details as soon as possible as otherwise your access to services may be delayed.

2.6 Staff Identification Card

You will be issued a Staff Identification Card on the commencement of your employment. You are required to have the Staff Identification Card available for inspection at all times in any of the Company's premises. The Staff Identification Card remains the property of the Company and must be returned on leaving employment.

2.7 Standard of Dress

Depending on your position with the Company it may be mandatory to wear work uniforms or specific work clothing. The Company requires its employees to maintain a standard of dress which appropriately recognises the professional nature of our business. The standard of dress and general comportment of our staff should project an image of the Company that enhances our reputation, and is respectful of others. You are expected to apply good judgement in this regard.

2.8 Trade Union Membership

ESB recognises a number of accredited Trade Unions (the ESB Group of Unions).

Further information on the recognised Trade Unions in ESB can be obtained by contacting the ESB Group of Unions office on 01 - 702 71 68

From time to time, your terms and conditions of employment may be varied by way of collective agreements negotiated between ESB and the ESB Group of Unions.

2.9 Company and Personal Property

You must co-operate fully with all existing and new security restrictions on access to Company premises and all other arrangements to protect Company and personal property.

Please note the following in relation to this:

- All precautions should be taken to protect Company property in your office, particularly confidential software and computer accessories.
- You must safeguard your own personal property (cash, wallets, purse, car keys, mobile phones etc). Do not leave such items exposed on desk-tops or in unlocked drawers. The Company cannot accept responsibility for any loss and/or damage which you may suffer.
- In accordance with practice and policy in the Company, as in other comparable companies, and in accordance with the wish and expectation of our staff, any staff member found guilty of theft or other misappropriation of Company property or property of colleagues, will be subject to disciplinary action up to and including dismissal.
- If you regard your office as vulnerable, please make arrangements through your line manager to have suitable lock-up arrangements installed by Facilities.
- Personal property (including bicycles, cars, and other vehicles in the car park) are left on the Company's premises at the individual's own risk. The Company will not accept liability



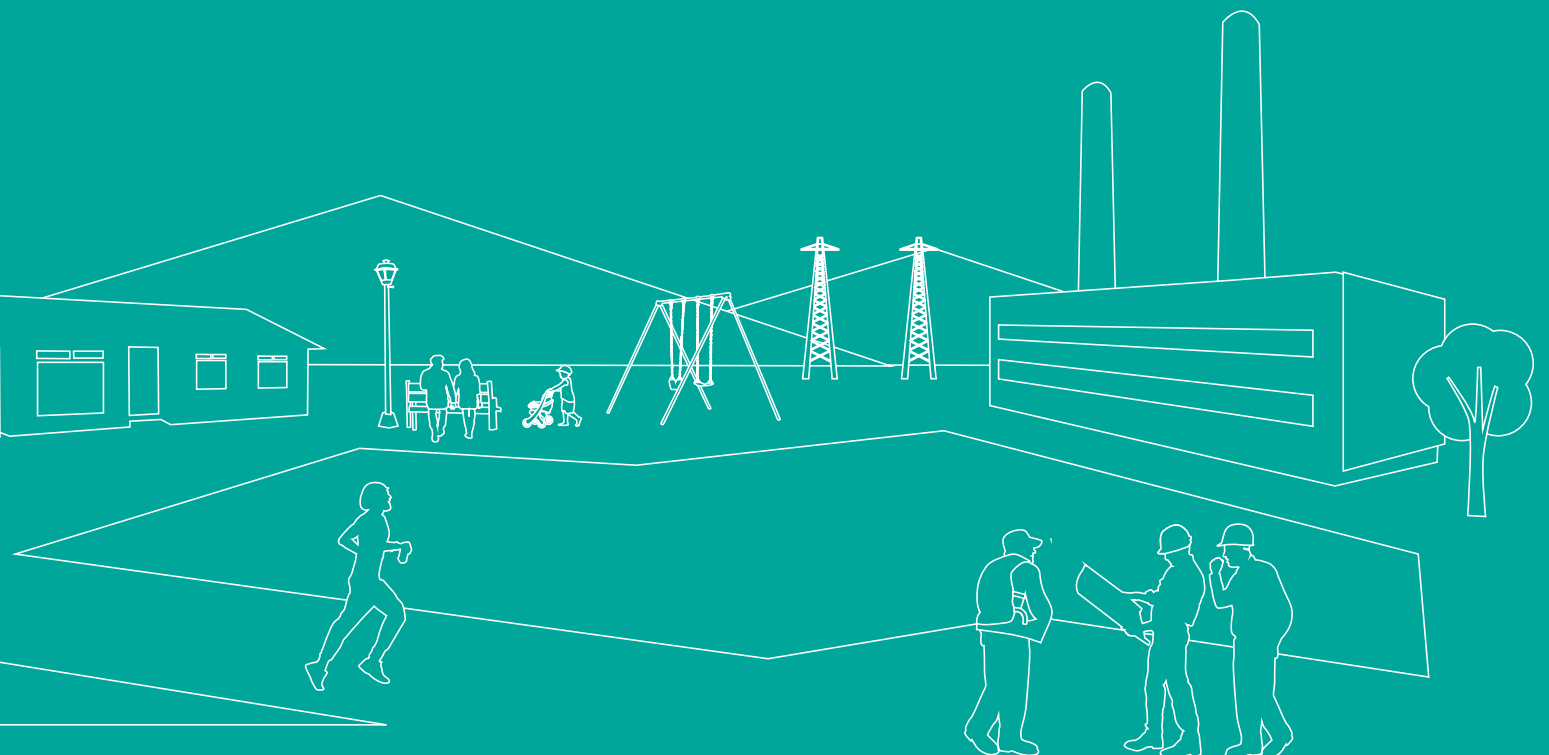


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for any damage and/or loss.

HEALTH & SAFETY, AND WELLBEING



3.1 Workplace Safety

Safety is a core value of ESB and underpins the Company's Mission and Vision. ESB requires all staff to put the safety of staff, contractors, customers and public first and to relentlessly pursue our goal of zero injuries and incidents. The Company takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to fully comply with safety rules, processes and procedures.

To ensure the continuation of a safe workplace, you should review and understand all provisions of the Company's Health & Safety Policy and practices. You should use all safety and protective equipment provided to you, and maintain work areas in a safe and orderly manner, free from hazardous conditions. If you observe an unsafe practice or condition you should report it to a line manager or the Safety Manager immediately. You will be required to attend mandatory safety training as directed by the Company.

The Company's Health & Safety Policy can be found on the Policies and Procedures page on the Hub (Policies and Procedures).

3.2 Reporting of Safety Incidents at Work

The Company operates a strict policy of reporting safety incidents. If you are involved in any safety incident on a site or in any of the Company's premises, it is your personal duty to report the incident to your line manager immediately. You must log the incident in writing as soon as possible thereafter. The Company has an environment health and safety system (EHS Shield System) where you can log a safety incident, a near miss or a good catch. If for any reason this is not accessible, an Accident Report Form can be obtained from the business unit Safety Manager.



3.3 First Aid

The Company has designated employees trained in Emergency First Aid. You are required to familiarise yourself with each trained individual and the location of first aid boxes in your department/business unit.

In the cases of a first aid emergency you should contact extension 26666.

3.4 Fire Precautions

Employees are expected to familiarise themselves fully with fire drills in their place of work. These will include detailed procedures for action to be taken in the event of an outbreak of fire. You must be fully aware of the exact location of the fire alarm activation point, fire extinguishers, fire hydrants, and emergency exits and how they should be used. You are required to co-operate fully with all fire prevention and fire drill procedures organised by the Company. Failure to do so will be considered a disciplinary matter.

3.5 Smoke Free Workplace

Since 29th March, 2004 legislation was introduced banning smoking in the workplace. This ban was introduced as part of the Public Health (Tobacco) Act, 2002 (Section 47) Regulations 2003. The purpose of this ban is to offer protection to employees and the public who are exposed to the harmful and toxic effects of tobacco smoke in the workplace. Smoking is prohibited in areas such as bicycle sheds, underground car parks, toilets, corridors, outbuildings, vehicles and open areas where there is a safety hazard. There are designated smoking areas outside ESB buildings.

In recent times E-cigarettes are being used by individuals as a replacement for ordinary cigarettes. The impact of these E-cigarettes on an individual's health or on the general environment have not been fully evaluated and concluded on by the medical profession. For this reason the Company policy on a smoke free workplace is extended to the use of E-cigarettes.

The Company is obliged to protect the health of employees, customers and visitors to their premises. Any person found guilty of breaching the ban may be subject to a fine under the legislation. Breaches of the smoking regulations will be dealt with under the Company's Disciplinary Procedure. The Company does not provide smoking breaks for employees.

3.6 Employee Assistance Programme

The purpose of the Employee Assistance Programme (EAP) is to provide individual employees and retired staff members with ready access to professional, confidential and positive help in resolving difficult personal issues. The EAP provides free and confidential consultation, referral to short-term counselling and other resources when appropriate. Services are available by phone or in person to all employees.

For more information on accessing these services, please visit the Health & Wellbeing Page on the Hub (Staff Services).

3.7 Counselling Service

The Company offers employees access to a confidential counselling support service which is available 24 hours a day, 7 days a week. If you feel you need to talk to someone about a personal difficulty, you can phone 1800 303 712 to speak with a qualified counsellor or email counsellingadvice@healthassured.co.uk.

You can discuss any issue you are concerned about in total confidence with the counsellor, such as relationship issues, work related difficulties, health challenges etc. If required you can be referred to either face-to-face or structured telephone counselling, arranged at a time and location that suits you.

3.8 ESB Health Services

The ESB Health Service is an internal medical advisory service. The service aims to promote the health and wellbeing of staff and to prevent illness or injury within the workplace. ESB Health Service provides advice on work-related health problems but do not provide a treatment service. The ESB Health Service team supports the Business Unit teams in dealing with health related issues.

Part of its role is to provide impartial advice regarding fitness for work to line managers and Human Resources in relation to individual staff members. This advice is aimed at assisting staff to regain and retain good health, and return to a suitable job as soon as their recovery allows. Where necessary, staff may be referred to ESB Health Services by the Company and in that situation, ESB Health Services will produce a report in relation to the staff member's health and fitness to work. A copy of the report will be furnished to the line manager and the staff member may receive a copy of the report upon request.

If you have a query or require further information on these and other services available contact the BSC Customer Support Centre on extension 26699 (option 3).

3.9 Substance Abuse

The Company is committed to providing a safe and productive workplace for its employees. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse. In keeping with this, it is essential that all employees be alert and in full possession of their faculties when working.

All employees are expected to attend for work fit to carry out their job and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).

The following rules apply to all employees of the Company:

- **The manufacture, distribution, sale, or purchase of drugs or alcohol on Company property or in the course of work is strictly prohibited. Possession of drugs or alcohol on Company property or in the course of employment is also prohibited, save where authorised by the Company, e.g. drugs that are the subject of a valid medical prescription or alcohol at a work social event.**
- **Misuse of drugs or alcohol on Company property or in the course of work is prohibited.**
- **Working while under the influence of prescription drugs that impair performance is prohibited. If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role, and you must notify your manager accordingly.**

If it is suspected that an employee is under the influence of any substance, the matter will be investigated thoroughly and may lead to disciplinary action, which could in turn lead to the employee's dismissal. In addition, the sale or distribution of illegal substances is considered to be gross misconduct and, if proved, will also lead to the employee's summary dismissal without notice or pay in lieu of notice.

The use of prescribed drugs, which may adversely affect performance or behaviour, must be reported by the individual to his or her line manager.

Any employee who suspects s/he has a substance abuse problem or who is identified as having such, will be given the opportunity to seek diagnosis and specialist support through the ESB Health Service and the Employee Assistance Programme (EAP). Where an employee decides to enter into such a support programme they will be asked to sign a contract of engagement including their consent to testing by or arranged by ESB Health Services.

The Company is reviewing policies around employee welfare to ensure best practice and therefore reserves the right to introduce new policies or amendments to existing policies in this area from time to time.



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REWARD



4.1 Your Salary and Deductions

Details relating to your remuneration are outlined in your Contract of Employment. Your salary will be paid by way of electronic transfer to your nominated bank account. Each time that you are paid a detailed payslip will be issued setting out the various deductions and payments. Please contact BSC Customer Support Centre on extension 26699 (option 3) if you have any questions regarding your payslip.

In addition to the normal statutory and pension deductions from pay, the following deductions may be made at your written request and paid to:

- **Medical Insurance**
- **Approved Trade Union Subscription**
- **St Patrick's Credit Union**
- **Sportsco the Sports Club of ESB**
- **Car and Home Insurance Staff Scheme**
- **Monthly and Annual Easi Travel Plan Tickets.**

4.2 Pension Scheme

It is a condition of your employment that you apply for (and accept) membership of the ESB Defined Contribution Pension Scheme on your commencement of employment. Initial pension contribution rates are as follows:

- **Employee minimum contribution:** **5% of full pensionable salary**
- **Employer contribution:** **8% of full pensionable salary**

Full details of the ESB Defined Contribution Pension Scheme are given in the pension explanatory booklet which is included in your new starter pack. You are advised to study this carefully to ensure you are making adequate provision for your retirement.

You will be required to retire at the compulsory retirement age of the Company as detailed in the Company's Retirement Policy. The retirement age is 66 at present but the Company may amend this from time to time.

If you need information on retirement/pensions, please contact the schemes administrators Aon Hewitt on 01-418 9130. On resignation from the Company, an options statement will be prepared by Aon Hewitt outlining the choices available to you regarding your pension contributions.

4.3 Life Assurance and Income Protection Benefit

The Company has a Life Assurance and an Income Protection Benefit Scheme in place for all employees of the Company that are members of the Defined Contribution Pension Scheme. For more information on the scheme, please visit the Pensions page on the Hub (Staff Services).

4.4 Medical Cover

The following medical insurance schemes are available through the Company at the employee's own cost.

(i) ESB Medical Provident Fund

The ESB Staff Medical Provident Fund is a non-profit contributory medical insurance scheme committed to ensuring that members have access to the highest quality of healthcare within a reasonable period of time at affordable subscription rates.

A scheme booklet will be furnished to you on your commencement or can be requested from the MPF office on extension 55274, 061-430474, or by e-mailing medicalprovidentfund@esb.ie.

(ii) VHI

VHI operates a group scheme for the Company. Application for membership should be sent to Freepost, VHI, VHI House, Lower Abbey Street, Dublin 1. Subscriptions may be deducted from your salary. VHI advise the Payroll Office of your applicable deductions. ESB's VHI scheme number is 1864.



4.5 Long Service Awards

To acknowledge on-going contribution to the Company, we will recognise service in the year following the employee's fifth anniversary and a number of other significant anniversaries thereafter.

Further information on the Company's long service awards initiative can be found on the Benefits page on the Hub (Staff Services).

4.6 Staff Insurance Scheme

Employees who are on an employment contract for one year's duration or over are eligible to apply for car/house/travel insurance by special agreement with the ESB Insurance Department.

The ESB Staff Insurance Department can be contact on extension 26699 (option 5).

4.7 Staff Electricity Discount

Employees living in and working in the Republic of Ireland are entitled to an electricity discount on one designated domestic electricity account with Electric Ireland. The employee must accept responsibility for this account.

For more information and application forms please visit the Benefits page on the Hub(Staff Services).



4.8 Travel Initiatives

(i) Easi Travel Plan

Easi-Travel Plan is a facility whereby an employer can purchase Annual or Monthly Travel Tickets on behalf of employees which is currently tax free. To avail of the tax benefit the employer must purchase the ticket and the cost of the ticket is then recouped from the employee's salary over a period of one year (for annual tickets only), or over a shorter number of weeks/months if requested by the employee. Under current Revenue rules, this is a significant tax benefit for employees who are at present or could be a regular user of public transport.

For more information and application forms, please visit the Benefits page of the Hub (Staff Services).

(ii) Cycle To Work Scheme

Cycle to Work Scheme is a facility whereby an employer can purchase a bicycle and safety accessories (to the value of €1,000) on behalf of employees. A government scheme to encourage people to cycle to work, the bicycle and safety accessories (to the value of €1,000) are exempt from taxation as a benefit in kind.

To avail of the tax benefit the employer must purchase the bicycle, and the cost of the bicycle is then deducted from the employee's salary over a period of one year, or as a once off deduction, or over a shorter number of weeks/months if requested by the employee.

For more information and application forms please visit the Benefits page on the Hub (Staff Services).

4.12 Credit Union

All active staff and retired staff of the Company are currently eligible to join St Patrick's Credit Union (ESB Staff) Ltd. Family members are also eligible for membership. Further information on the ESB Credit Union can be found on www.stpatrickscu.ie.





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LEAVE ENTITLEMENTS



5.1 Annual Leave

Employees are entitled to annual leave in addition to public holidays as follows:

| | |
|---|----------------------------|
| - On commencement of employment: | 21 working days per annum. |
| - On 1st April following 2 years' service: | 22 working days per annum. |
| - On 1st April following 5 years' service: | 23 working days per annum. |
| - On 1st April following 7 years' service: | 24 working days per annum. |
| - On 1st April following 10 years' service: | 25 working days per annum. |

The leave year runs from 1st April to 31st March. In addition employees are eligible to two extra company discretionary day's leave at Christmas and the Friday preceding Easter Sunday i.e. Good Friday.

Annual leave may be taken at any time subject to prior approval of the employee's line manager and adherence to reasonable notice requirements. (Please note two days annual leave must be reserved for the Christmas period - see section 5.2 below). Employees must also adhere to any prioritising arrangements or schedules with other team members, as agreed by their line manager. Should an employee cease employment, and have taken more annual leave than the annual pro-rata entitlement, the Company will make an appropriate deduction from the employee's final pay. All annual leave must be requested and recorded through the ESS Portal or on manual timesheets if applicable.

Annual leave should be taken within the leave year; employees are not entitled to carry over unused annual leave and will not be permitted to do so except where specifically approved in advance with the line manager. Any approved carryover of unused annual leave must be taken within six months of the new leave year

5.2 Christmas Leave

Subject to business needs certain offices will close for one week over the Christmas period. Employees may therefore be required to allot two days of their annual leave entitlement, to be availed of between the Christmas and New Year break, every year.

The one week is compiled as follows:

- Christmas Day (or day in lieu if Saturday or Sunday).
- St Stephen's Day (or day in lieu if Saturday or Sunday).
- Company discretionary day.
- Two days' from annual leave entitlement.

5.3 Sick Leave

The Company is committed to maintaining the safety, health and welfare of staff while at work and doing all that is reasonably practicable to assist employees who are absent due to ill-health to return to work as soon as possible.

Subject to compliance with the Company's Attendance Policy (which may be amended from time to time), the Company operates a sick leave payment scheme for employees who are absent due to ill-health. Employees with six months or less service will not receive payment of salary during any sickness absence but may be entitled to Social Welfare payments. Employees who have successfully completed six months' service shall, during illness, have their Social Welfare payments supplemented by the Company as follows:

- To the equivalent of full pay for thirteen weeks from the first day of absence.
- To the equivalent of half pay for a further thirteen weeks.

After a total of twenty six weeks sick leave no further supplement to Social Welfare entitlements will be paid by the Company. The absence durations given above are cumulative absences, during any rolling one-year period. The maximum absence period for which Company sick pay will be payable will be subject to an over-riding limit of twenty six weeks in any rolling four year period.

The granting of sick pay is discretionary and conditional on the employee complying with the Company's Attendance Policy and co-operating with any measures to facilitate a return to work. Management reserves the right to withdraw payment for sick absences at any time when there is evidence, satisfactory to the Company, that such absences are not necessary or that the Attendance Policy or sick pay privileges have otherwise been abused.

It is Company's policy that all sick leave absences both short term and long term, certified and uncertified will be managed in the most proactive manner possible. In that context, you agree to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company's Medical Officer and the Company's Medical Officer may discuss the contents of the report with the relevant doctor.

Full details of the Company's sick leave policy and payment privileges can be found in the ESB Group Attendance Policy and on the Attendance & Leave page on the Hub (Staff Services).

5.4 Marriage/Civil Partnership Leave

Following the successful completion of an employee's probationary period, he or she may be granted special paid leave for marriage/civil partnership. The period granted will be at the discretion of line management, having regard to performance and general attendance record and subject to a maximum of five days. Up to five days unpaid leave may also be granted at management's discretion.

5.5 Compassionate Leave

Compassionate leave is available on the death of a loved one. An employee who has completed their probationary period can avail of up to five days with pay on the death of a spouse, civil partner, cohabitant (within the meaning of the 'Civil Partnership Act 2009') child, father, mother, brother or sister. In the case of another near relative, who resided with you, up to three days with pay may be allowed according to the circumstances.

In the case of a near relative, who did not reside with you, one or two days with pay or without pay may be allowed according to the circumstances, e.g. making all the funeral arrangements. A third day without pay may be allowed where circumstances justify.

Compassionate leave is based on consecutive days and hence include Saturdays, Sundays and public holidays. Where the need for compassionate leave extends into or arises at a weekend or a holiday, an additional day may be allowed subject to you satisfying your line manager that the extra day was necessary to complete arrangements arising from the death.

Further information and application forms for Compassionate Leave can be found on the Attendance & Leave page on the Hub (Staff Services).

5.6 Maternity Leave

Employees are entitled to up to fifty two weeks' maternity leave which is divided into:

- Ordinary maternity leave of twenty six weeks.
- Additional unpaid maternity leave of a further twenty six weeks immediately following the twenty six weeks

provided they comply with the following notification requirements;

- a) You must apply for maternity leave on the appropriate form as early as possible but at least four weeks in advance of your intention to take leave. This must be supported with a medical certificate confirming the pregnancy and specifying the expected week of confinement.
- a) If you decide to avail of additional maternity leave and have not put it in the original request form then you must make a separate request at least four weeks before the commencement of the additional maternity leave.
- a) You must notify your line manager at least four weeks in advance of the expected date of your return to work.

Apart from the compulsory period of two weeks to be taken before and four weeks after the expected date of confinement, the taking of maternity leave is at the discretion of the employee concerned. While on the twenty six week period of maternity leave the employee is entitled to full pay less Social Welfare maternity leave benefit payable.

The employee will be entitled to days in lieu for Annual Leave, Public Holidays and Company Days which occur during maternity leave (including additional unpaid maternity leave).

5.6.1 Additional Unpaid Leave

At the end of the twenty six week maternity leave period the employee is also entitled to take additional unpaid maternity leave for up to sixteen weeks. This must be taken immediately after the twenty six weeks and is an unpaid period of leave. An employee on additional unpaid maternity leave is deemed for all purposes (other than the right to remuneration and pension benefits) to be in employment.

If an employee becomes ill while on additional unpaid maternity leave they may make a request to end the additional maternity leave. This request should be made to the employee's line manager, who will make the decision in consultation with the Human Resource Business Partner. If approved the employee will not be entitled to the remainder of the additional unpaid maternity leave but will be treated as being on sick leave. Medical certificates must be provided in these circumstances.

Further information on maternity leave entitlements and related forms can be found on the Attendance and Leave Page on the Hub (Staff Services).

5.7 Parental Leave

An employee who is the natural or adoptive parent of a child is entitled to avail of unpaid parental leave for a period of up to eighteen weeks in order to take care of their child. Parental leave can be taken in respect of a child up to eight years of age. If a child was adopted between the age of six and eight, leave in respect of that child may be taken up to two years after the date of the adoption order. In the case of a child with a disability or a long-term illness parental leave may be taken up to sixteen years of age.

An employee must have at least one year's continuous service with the Company before being entitled to take parental leave. However, where the employee has more than three months' but less than one year's service, and where the child is approaching the age threshold, the employee will be entitled to one week's unpaid leave for every month of continuous employment completed with the Company.

Each parent has a separate entitlement to parental leave from his or her job and the parental leave may not be transferred between the parents i.e. the mother cannot take the father's leave, and vice versa. However, parental leave may be transferred between parents who are both working for the Company.

With the agreement of the line manager and in consultation with the Human Resource Department, leave can be taken in one continuous period of eighteen weeks, separate blocks of a minimum of six continuous weeks, weekly or monthly blocks or on more favourable terms. An employee is not required to take the full parental leave entitlement. The employee will be entitled to days in lieu for Annual Leave, Public Holidays and Company Days which occur during parental leave.

An employee must use his/her parental leave to take care of the child concerned. The Company reserves the right to terminate the parental leave if it has reasonable grounds to believe that parental leave is being used for a purpose other than taking care of their child.

Further information on parental leave entitlements and related forms can be found on the Attendance and Leave Page for the Hub (Staff Services).

5.7.1 Force Majeure

Under the Parental Leave Act, an employee has a right to Force Majeure Leave from work, where for urgent family reasons the immediate presence of the employee is indispensable or as a result of an injury to, or illness involving a close family member. A close family member is defined as one of the following:

- Child.
- Spouse or a person with whom the employee is living as husband or wife, including same-sex partners.
- A person to whom you are in loco parentis.
- Brother or sister.
- Parent or grandparent.
- A person with whom the employee is domestically inter-dependant.

The maximum amount of leave is three days in a twelve month period or five days in a thirty six-month period (commencing on the first day of such leave). An employee is entitled to be paid while on Force Majeure Leave. Absence for part of a day is counted as one day for the purpose of Force Majeure Leave.

Further information on Force Majeure Leave and related forms can be found on the Attendance and Leave Page of the Hub (Staff Services).

5.8 Paternity Leave

Paternity leave is available to employees who satisfy the entitlement to paternity leave under Paternity Leave and Benefit Act on the birth or adoption of a child. While on paternity leave the employee is entitled to two weeks full pay less the social welfare paternity leave benefit payable.

Four weeks written notice of paternity leave must be given by the employee. Paternity leave may be taken immediately following the birth or following the baby's release from hospital but must be taken within twenty six weeks of the birth / placement of the child. Paternity leave must be taken consecutively and may not be broken.

Further information and applications forms for Paternity Leave can found on the Attendance & Leave page of the Hub (Staff Services).

5.9 Adoptive Leave

Adoptive leave is available to all female and male (who are the sole male adopter) employees for a period of twenty four consecutive weeks from the date of the placement of the child. Where the date of placement is postponed then the adoptive leave will also be postponed until a new date is set. The employee must apply for adoptive leave at least four weeks before the expected placement date support by a certificate confirming the date of placement.

An employee on adoptive leave are entitled to full pay less adoptive leave benefit from the Department of Social and Family Affairs. While on adoptive leave an employee will be deemed for all purposes (except pay equivalent to adoptive leave benefit) to be in employment. Employees are also entitled to days in lieu for Annual Leave, Public Holidays and Privilege Days which occur during the full adoptive leave period.

5.9.1 Additional Unpaid Adoptive Leave

At the end of adoptive leave an employee is entitled to additional unpaid adoptive leave of up to sixteen weeks. This must be taken immediately after the twenty four weeks is up and the staff member must give at least four weeks' notice should they wish to avail of it.

In the case of a foreign adoption, where an employee requires a period of time before placement for the purpose of familiarisation with the child, some of the unpaid adoptive leave can be taken before commencing the paid period of twenty four weeks of adoptive leave.

The staff member must give at least four weeks' notice of their intention to return to work.

If an employee becomes ill while on additional unpaid adoptive leave, they may make a request to end the additional unpaid adoptive leave. This request should be made to the employee's line manager, who will make the decision in consultation with the Human Resources Department. If the line manager agrees the staff member will not be entitled to the remainder of the adoptive leave but will be treated as being on sick leave. Medical certificates must be provided in these circumstances.

Further information and applications forms for Adoptive Leave can found on the Attendance & Leave page of the Hub (Staff Services).

5.10 Carer's Leave

The Carer's Leave Act 2001 provides an entitlement for an employee to avail of temporary unpaid leave from employment to personally provide full-time care and attention for a person who is in need of such care. The period of leave an employee is entitled to is subject to a maximum of one hundred and four weeks in respect of any one care recipient. The minimum statutory entitlement is thirteen weeks. In order to qualify for Carer's Leave an employee must fulfil the following conditions:

- The employee must have at least twelve months continuous service.
- The employee must intend to take Carer's Leave for the purpose of personally providing full-time care and attention to a person (a relevant person) who is in need of such and must actually do so for the duration of the leave.

The "relevant person" refers to the person receiving full time care and attention. In order to qualify for Carer's Leave the relevant person must be deemed to be in need of full time care and attention by a deciding officer (or appeals officer) of the Department of Social Community and Family Affairs. This decision will be based on information provided by the relevant person's general medical practitioner and assessed by the Department's medical advisor.

An employee will not be entitled to Carer's Leave in respect of the care of an individual at a time when another staff member is on Carer's Leave for the purpose of providing full-time care and attention to the same relevant person. An employee will generally not be permitted to be on Carer's Leave in respect of more than one relevant person at any one time. Before an employee can commence Carer's Leave, they must provide the Company with a copy of the decision of a deciding officer (or appeals officer) of the Department of Social Community and Family Affairs, that the relevant person has been medically certified as being in need of full time care and attention.

Further information and application forms for Carer's Leave can be found on the Attendance & Leave page of the Hub (Staff Services).

5.11 Life Balance Time

If you have three or more years of continuous service with the Company you may be considered for Life Balance Time. This is special leave without pay which can be used for any purpose to promote a better life-work balance e.g. personal development, education, travel, or childcare. Life Balance Time must be taken as a continuous period of between six and twenty weeks.

Further information and applications forms for Life Time Balance can found on the Attendance & Leave page of the Hub (Staff Services).

5.12 Jury Service / Court Attendance

Where an employee is summoned to jury service, the Company provides leave with pay for the time spent being considered for empanelling or for actual jury service. Employees should provide evidence of jury summons in advance to their line manager and should report for work as soon as is practical, i.e. the selection of a jury is generally decided each morning and staff not required or who finish early on any day should report to work at that time.

5.13 International Sports Competitions

The Company will consider the granting of Special Leave to any employee selected to represent his/her country in an official international sporting event. The duration of any such leave is decided for each specific application.

5.14 Conferring Leave

Where degrees/professional qualifications that are supported by the Company are conferred during normal working hours special leave with pay up to a maximum of one day may be allowed. Any leave granted will be at the discretion of the employee's line manager.



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ESB COMMUNITY



6.1 ElectricAid

Founded by ESB staff in 1987, ElectricAid is a registered charity that concentrates on small development projects in Ireland, Europe and the Third World. Managed and run by ESB staff and retirees, the fund is generously supported by ESB with matching funding and administrative support. ElectricAid ensures that every Euro gets to its destination and nothing is deducted from employee contributions for overheads or administration. ESB contributes matching funding on a 2:3 basis. This, together with available tax reliefs, can turn a donation of €250 into nearly €600. Employees can set up deductions from their salary by completing the ElectricAid membership form.

Further information and associated forms can be found on ElectricAid's website www.electricaid.ie.

6.2 Sports and Social

There are number of active sports, social and society clubs across ESB. For further information on the clubs in ESB can be found on Hub (Sports and Social).

Sportsco Leisure Centre comprises a gym, swimming pool, sports hall, fitness studios and 5-a-side soccer pitches and is available to all staff. Sportsco is open to all employees the Company to join. Further information on Sportsco's facilities and subscription fees can be found on www.sportsco.ie.

6.3 ESB Benevolent Association

ESB Benevolent Association (ESBBA) is a staff-led registered charity that seeks to address the needs of staff members and their families who have fallen into difficulties in their lives. The crisis could be due to physical or mental ill-health, financial stress, alcohol & substance abuse, gambling or a combination of these and other causes. The fund is generously supported by ESB by matching staff contributions. To contribute to the benevolent fund employees can set up deductions from their salary by completing the subscription form available on the ESB intranet site. Contributions can be as little or as much as you wish.







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CAREER PLANNING & DEVELOPMENT



Developing and embedding a high performance culture is an essential component of the Company's strategic priority of building an engaged and agile organisation. Continuous performance improvement relies on regular, frequent, open and honest performance conversations between managers and their staff.

A single, standardised approach to Performance & Development in the Company has been implemented to support employee development and the improvement of the business by providing a structure where employees and their line managers meet regularly to discuss role/goals and ongoing personal development.

My Goals and My Development are the two key components of the Company's Performance & Development process.

P&D Cycle

The diagram below shows the Performance & Development Cycle which is continuously supported by informal conversations between you and your manager.



7.1 My Development

The Company is committed to the ongoing learning and development of all employees, as a key enabler to building an agile and engaged organisation. The importance of ongoing learning in an increasingly changing and challenging environment cannot be overstated. As the rate of change increases, the willingness and ability to keep developing and learning new skills becomes central to our future career options and to economic success for the Company.

My Development is a process for learning and development conversations to take place between an employee and the line manager. Agreed at the beginning of each year, it is a plan that sets out development solutions to support learning and development priorities in an employee's current role and for any future role to which an employee may aspire.

Further information and guideline documents on My Development can be found on the My Career Page on the Hub (Staff Services).

7.2 My Goals

Managers and staff working to agreed goals and reviewing progress through regular conversations is key to developing a high performance culture. My Goals is the process that supports the formal conversations around each individual's performance and development.

As part of the annual Performance & Development cycle, My Goals is agreed by the employee and the line manager at the beginning of each year. My Goals sets out what is expected of an employee during the year as well as the actions required to achieve individual goals. The employee's goals are linked to the strategic objectives for the Company, goals for the business unit and departmental work plans.

Further information and guideline documents on My Goals can found on the My Career Page of the hub (Staff Services).

7.3 Education Support Policy

The Company seeks to facilitate the personal and career development of employees through the promotion of a learning culture that recognises the involvement and commitment of both the Company and the individual in the learning process. The Educational Support Policy is established, and will be maintained, for the purpose of encouraging employees to obtain additional education to assist them in their career development and to meet the Company business needs. The Company believes that each individual has primary responsibility for his/her own development.

The full Education Support Policy can be found on the My Careers page of the Hub (Staff Services).

7.4 Professional Institute Membership Policy

The Company recognises that the attainment and maintenance of professional status benefits both the business and the individual. The Company will refund one annual subscription paid to a recognised chartered/professional institution awarding relevant qualifications.

Further detail of the professional institute membership policy, current refund procedures and a list of recognised institutes and associations can be found in the My Careers Page of the Hub (Staff Services).



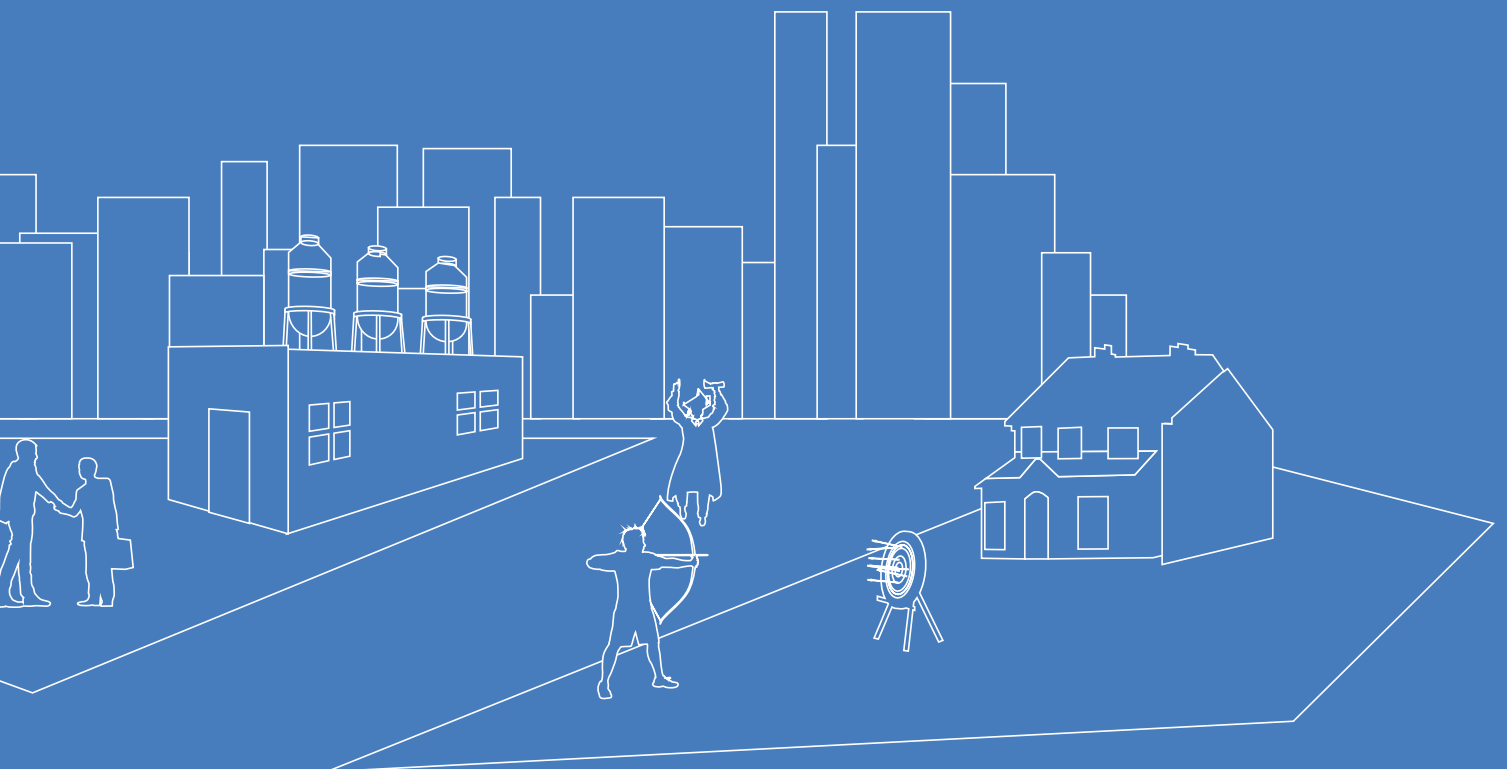




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COMMUNICATION



8.1 Internal Communications

The Company seeks to promote an open communicative environment in which employees are properly informed about essential affairs of the business and on issues/decisions which affect them. The Company uses a wide variety of tools to help develop and maintain open channels of communication within the organisation. Line managers and employees are encouraged to have constructive dialogue with each other. Employees will be informed about, and given opportunities to participate through a variety of mediums in decisions affecting their work life in a way that is consistent with effective management.

Information is communicated through a variety of avenues e.g. verbal or written (electronic or hard copy). These may include, but are not limited to those listed below:

TEAM BRIEFINGS: The Team Briefing is a regular face-to-face meeting between line management and their teams to systematically communicate and exchange information and ideas. It ensures that employees at all levels receive information that is relevant to them, which is a mixture of corporate and local issues.

INTRANET: ESBnet (the Company's Intranet) is a widely utilized tool for provision of easily updatable and current information around the Company. Company forms, policies and procedures are also accessible via the Intranet.

NEWSLETTER: The Company's newsletter is called Electricmail and is circulated on a bi-monthly basis. Electricmail carries a range of news and views from different business around the Company and their management and staff. The purpose of the newsletter is to keep all employees informed by highlighting news and developments across a range of areas in the Company. Contributions or suggestions for the newsletter are always welcome.

NOTICE BOARDS: There are official notice boards in various locations throughout the Company's premises which provide information on a variety of items of importance to staff. Notice boards are for official information. Employees that wish to use the notice board must have the notice approved by the line manager.

PRESENTATIONS: Various departments across the Company regularly arrange presentations which staff may attend to further their knowledge of an area.

YAMMER: Yammer is an internal social networking service with over 4,000 ESB members which is used to enable effective communication and collaboration between staff within the company. A staff member will require a work e-mail address to access Yammer.

From time to time, you will be required to attend mandatory staff briefings as directed by management.

8.2 Use of Information Technology and Telecommunication Resources

The Company's information technology systems and the information served by those systems are valuable and vital assets to the Company. The Company's information technology systems and data that reside on them are Company property and may only be used in compliance with Company Policy and applicable law. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

The Company has the right to monitor all of its information technology systems and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Company's information technology systems.

Mobile phones provided by ESB are assets of the Company and are provided for business use. As such, staff that are provided with a mobile phone must comply with the ESB Group ICT Policy – Mobile Phone and Mobile Email Device Usage.

The Company's complete set of IT policies can be found on the Hub (Staff Services).

The Company's Email and Internet usage policies will be provided in your New Starter Pack. By signing the 'Employee Receipt and Acceptance' page of the Employee Handbook you are confirming that you have fully read, understand and will abide by the Company's Email and Internet usage policies and policy on Mobile Phone and Mobile Email Device Usage.

8.3 Social Media

Everyone is entitled to explore and engage in social media communities in a personal capacity during break time at a level at which they feel comfortable. If an employee chooses to identify themselves as an employee of the Company on social media profiles, or in their commentary on personal topics within social media sites, it is important to use common sense and be aware of the nature of any such comments and their possible consequences.

It is important that all our employees are aware of the implications of engaging in forms of social media and online conversations that reference the Company or their association with the Company. If an employee speaks online while identified as an employee of the Company but in a personal capacity, in some contexts the Company may be seen as being responsible for comments that you may make.

Any official comment from the Company to be broadcast online should be routed through the Company. If you come across positive or negative remarks about the Company online that you believe are important, you must inform your line manager or the Company Communications Manager.

The Company's policy on Staff Engagement with Social Media can be found on the Policies and Procedures page of the Hub (Policies and Procedures).

8.4 Personal use of IT Resources

Employees may use the Company's internet, email and other IT resources for reasonable personal use during break times, provided that this does not interfere with work duties or breach any of the Company's IT or other policies. Employees must be careful to ensure that they do not view or send any material that might be offensive to others. As the Company monitors its systems, employees should be aware that any emails or other messages they send to or from work may be viewed by others.

8.5 Personal Telephone Calls

The Company's telephones are intended for the use of conducting the Company's business. Personal usage during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief.

To respect the rights of all employees and avoid miscommunication in the office, employees should inform family members and friends to limit personal telephone calls during working hours. If an employee is found to be deviating from this policy, he/she may be subject to disciplinary action.

All employees must abide by the Company's Policy Mobile Phone and Mobile Email Device Usage.





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WORKPLACE ISSUES



9.1 Grievance Procedure

The Company is committed to the development and maintenance of a positive working environment, which encourages open communication between all management and staff. However, it is recognised that from time to time grievances may occur in the normal course of interaction in any organisation or workplace. The purpose of this Grievance Procedure is to enable the employee to raise any concerns or complaints about their working environment and terms and conditions to ensure that they are resolved quickly and satisfactorily. This procedure is intended to create strong incentives for the Company and the employee to attempt, in the first instance, to resolve problems through dialogue. Employees should avail of the Grievance Procedure in any situation where they have a grievance against the Company.

Full details of the Company's Grievance Procedure can be found in Appendix 1 of the Employee Handbook.

9.2 Disciplinary Procedure

From time to time, a disciplinary issue may arise when a problem of conduct or capability is identified. The objective of the Disciplinary Procedure is to ensure consistent and equitable treatment of employees who become liable to disciplinary action. Disciplinary action will primarily be corrective and provide the employee with the opportunity where necessary to improve conduct and/or job performance up to a standard acceptable to the Company. The Company will always attempt to resolve issues informally but if this is not possible, management will seek to address the issue by way of a fair disciplinary procedure.

Full details of the Company's Disciplinary Procedure can be found in Appendix 2 of the Employee Handbook.

The Grievance and Disciplinary Procedures set out in Appendix 1 and 2 make reference to the ESB Industrial Council. The Industrial Council is a joint conciliation and arbitration forum between ESB and the ESB Group of Unions. Access to the Industrial Council is dependent on being a member of a Trade Union within the ESB Group of Unions, and being represented by that Trade Union. Employees that do not have access to the Industrial Council will have access to independent adjudication following the conclusion of the appeals process in the Grievance and Disciplinary Procedures.

9.3 Respect and Dignity in the Workplace

The Company is committed to ensuring that the place of work is free from bullying/harassment and that the working environment is aimed at providing a high quality product and service in an atmosphere of respect, collaboration, openness, safety and equality. Each and every employee should be aware that behavior which affects the dignity of people at work undermines them as human beings and is totally unacceptable within this organisation. All employees have a responsibility in creating and contributing to the maintenance of a work environment free from bullying/ harassment or conduct likely to contribute to bullying/harassment as all employees have a right to be treated with dignity and respect at work.

The Company will not tolerate bullying, harassment or any form of unwanted behaviour and will deal with any allegations of such behaviour in line with the Company's procedures as detailed in the Dignity and Respect in the Workplace Policy.

Full details of the Company's Respect and Dignity for the Individual Policy can be found in the Diversity & Inclusion section on the Hub(Staff Services).

9.4 Diversity & Inclusion

The Company is committed to a policy of equality of opportunity in its employment practices. It will ensure that no job applicant or employee receives less favourable treatment on the grounds of gender, age, marital/ civil status, family status, disability, sexual orientation, race, religion or membership of the Travelling community. Individuals will be selected, promoted and treated on the basis of their abilities and merits and according to the requirements of the job, and will be given equal opportunity to show their abilities and to progress within the organisation.

Employees that have any concerns in relation to Equality & Diversity and the Company's employment practices should contact the Equality and Diversity Manager.

Full details of the Company's Equality & Diversity policy, programmes and initiatives can be found in the Equality & Diversity section of the Hub (Staff Services).



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LEAVING THE COMPANY



10.1 Resignation

You may choose to leave the Company at any time and if you do, it is our hope that you will have achieved a professional and personal benefit in terms of your career development from your time with the Company. You will be expected to give the minimum notice in writing stipulated in your Contract of Employment of your intention to resign from the Company's employment.

On your resignation, you are required to return all Company property in your custody. Company property to be returned might include:

- Confidential documentation belonging to the Company.
- Employee Identity Card.
- Portable equipment (e.g. laptop or mobile phone).
- Company Credit Card (if applicable).

For this purpose, you will be required to sign off on a 'Checklist' which will be given to you by the business unit Human Resource Business Partner when you tender your resignation.

10.2 Working Notice

In all cases the Company reserves the right to enforce your full notice period. Your remaining annual leave entitlement maybe taken during your notice period, with the agreement of your line manager.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to ask you to remain at home but available for work ("garden leave") or to require you to accept payment in lieu of any entitlement to a working notice.

10.3 Resignation and Pension

If you leave the Company before your normal retirement date then the Company's contributions stop and you are also no longer able to contribute. How your account is treated depends on how long you have been a member.

If you leave the Scheme without completing two years' membership, you have the following choices:

- Take a refund of your own contributions (less 20% tax) and any AVCs you have paid, or;
- You can leave the value of your own accumulated contributions invested in your Account. In addition, provided you have at least one year as a full member, 50% of the accumulated value of the Company contributions will also remain invested in your Account or;
- You may be able to transfer the value of your Account as outlined above to a new employer's pension plan or to an approved buy-out bond.

If you leave the Scheme after two years' full membership then you will have the following choices:

- Leave the accumulated value of your own contributions and the contributions paid by the Company invested in your Account, or;
- You may be able to transfer the value of both your own contributions and the contributions paid by the Company to a new employer's pension plan or to an approved buy-out.

10.4 Retirement and Pension

You will be required to retire at the Company's compulsory retirement age as detailed in the Company's Retirement Policy which is available on ESBNet (Staff Services).

The Defined Contribution Pension Scheme Administrator will write to you six months prior to your normal retirement age from the Company with the details of your pension benefit and options available to you. Further information on your retirement and pension provisions can be obtained by contacting the scheme administrators, AON Hewitt on 01-418 9130.

10.5 Exit Survey

The Company pays particular attention to the reasons stated by employees who decide to leave the Company voluntarily. In an effort to document these reasons you will be required to attend an exit interview with a Human Resources Business Partner shortly before your last day with the Company to discuss. Points raised at this meeting will include your reason(s) for leaving, your comments on the Company as an employer, what you enjoyed most about your role, what you might change given the opportunity, any comments on training received and your plans for the future. Please note that any feedback supplied by you will remain confidential and will only be discussed outside of the Human Resource Department with your permission.

Employee Receipt and Acceptance

I hereby acknowledge receipt of the Company's Employee Handbook. I understand that it is my continuing responsibility to read and know its contents and all policies and procedures referenced.

I agree that if there is any policy or provision in the Employee Handbook that I do not understand, I will seek clarification from my line manager or the Human Resource Business Partner of the Company.

In addition, I understand that this Employee Handbook states the Company's policies and practices in effect on the date of publication. I also understand that these policies and procedures are evaluated on an ongoing basis and may be amended, modified or terminated at any time.

Please sign and date the receipt of the Employee Handbook and return with a signed copy of your Contract of Employment to a member of the Recruitment & Selection team prior to commencing employment.

Date:

Print Name:

Staff Number:

Signature:



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APPENDIX 1

GRIEVANCE PROCEDURE

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1. Introduction

ESB (the Company) is committed to the development and maintenance of a positive working environment, which encourages open communication between management and staff. However, it is recognised that from time to time grievances may occur in the normal course of interaction in any organisation or workplace. The following Grievance Procedure is set out to comply with the requirements of the Code of Practice on Grievance and Disciplinary Procedure (S.I. 146) to ensure that grievances are managed in accordance with the principles of natural justice and fairness.

The parties to this procedure will raise grievances in a timely manner. Employees are encouraged to raise a grievance as soon as possible in order for the Company to try to resolve an issue at an early stage. Delays in raising a grievance can make it difficult or even impossible for the Company to conduct a fair or thorough investigation. Therefore, the Company reserves the right not to investigate a grievance where it is reasonably considered that the passage of time would preclude the Company from conducting a fair and thorough investigation.

2. Purpose

The purpose of this Grievance Procedure is to provide a clear and transparent framework for both parties to raise grievances and to ensure that they are resolved promptly, fairly and consistently.

The Grievance Procedure is intended to create strong incentives for the Company and the employee(s) to attempt, in the first instance, to resolve problems through dialogue at the local level.

3. Scope

The Grievance Procedure applies to all employees of the Company regardless of their length of service. It does not apply to individuals who are not directly employed by the Company such as a contractor or agency worker.

4. Definition of Grievance

A grievance is defined as a concern, problem or complaint concerning the terms and conditions of employment, health and safety, working practices, and the working environment. Grievances raised in respect of working relationships will be progressed under the procedures set out in the joint ESB Group Policy on the Respect and Dignity for the Individual.

5. General Principles

- a) Every effort should be made to resolve a grievance informally with the immediate line manager in the first instance.
- b) The Grievance Procedure provides a mechanism to solve problems and no employee shall suffer any form of victimisation as a result of raising a grievance under this procedure.
- c) Every effort will be made to address grievances quickly and fairly and at the lowest level possible at which the matter can be resolved.
- d) Any decisions or recommendations of action under the formal grievance procedure will be clearly stated in writing.
- e) The employee will have the right of appeal in accordance with this procedure.
- f) While every effort will be made to adhere to the prescribed time limits these may be extended at any stage in exceptional circumstances.
- g) While a grievance or claim is being processed through the grievance procedure, work shall not be held up while issues are being resolved. Pending, and without prejudice to the resolution reached, work will proceed in line with management instructions.

6. Individual Grievance Procedure

6.1 *Informal Discussion*

Most routine grievances are capable of being resolved on an informal basis without recourse to the formal grievance procedure. Therefore, the employee in the first instance shall raise the matter informally through verbal contact with their immediate line manager before proceeding with a formal grievance under the procedure. If the matter has not been resolved satisfactorily through informal discussions, the employee may raise a formal grievance under the procedure set out below.

6.2 *Formal Grievance Procedure*

6.2.1 *Statement of Grievance*

If the matter cannot be resolved informally the employee should outline the grievance in writing by completing and submitting the Grievance Statement Form (see Appendix I) to the next level of management.

6.2.2 *Grievance Meeting*

The Manager will acknowledge receipt of the Grievance Statement Form in writing within two working days of being notified. The Manager (or nominee) will normally invite the employee to a grievance meeting to discuss the grievance raised within ten working days of receipt of the completed Grievance Statement Form.

The purpose of a grievance meeting is to afford the employee the opportunity to explain the issue in detail and to enable the Manager (or nominee) reach a decision based on the available evidence and representations that have been made. The employee must attend the grievance meeting to discuss the grievance raised. The employee is entitled to be represented at the grievance meeting in accordance with this procedure.

After the initial grievance meeting, the Manager (or nominee) may decide that it is necessary to carry out a fact finding investigation into the grievance and hold further meetings as deemed appropriate.

6.2.3 *Decision and Notification*

Following the completion of the formal grievance meeting(s), the Manager (or nominee) will normally inform the employee orally of the decision and any associated action in response to the grievance raised within ten working days of the final grievance meeting. The response will be confirmed in writing and will clearly state the outcome and notify the employee of the right of appeal against the decision if he/she believes the grievance remains unresolved.

In the event that the Manager (or nominee) upholds the grievance, s/he will state in the written decision the action to be taken in order to resolve the grievance and/or if appropriate, refer the matter to the relevant authority within the Company.

6.3 *Appealing the Grievance Decision*

If the employee is not satisfied with the outcome of the grievance meeting s/he has the right to appeal the decision to Human Resource Manager. The employee must request an appeal meeting in writing by completing and submitting the Grievance Appeal Form (see Appendix II) to the Human Resource Manager within ten working days of the date of issue of the written decision.

The Human Resource Manager (or nominee) will invite the employee to attend a grievance appeal meeting normally within ten working days of the date of receipt of the written request to appeal the outcome of the decision taken by the Manager (or nominee).

After the grievance appeal meeting, the Human Resource Manager (or nominee) response will be confirmed in writing and will normally be received by the employee no later than ten working days following the date of the grievance appeal meeting.

Following the outcome of the grievance appeal meeting, where a grievance remains unresolved an employee may refer the matter through their accredited Trade Union to the Industrial Council for either conciliation and/or a hearing and binding recommendation.

7. Collective Grievance Procedure

It is recognised by the Company and the ESB Group of Unions that a grievance or claim should be resolved at the earliest stage possible in procedures. The Collective Grievance Procedure is designed to ensure that a grievance or claim of a collective nature is fairly examined and processed in a timely manner.

7.1 Local Level Procedure

A grievance or a claim of a collective nature that relates to a group of employees in a specific work location shall be dealt with in the first instance by the immediate line manager.

If the matter is not resolved satisfactorily within five working days, the matter may be referred to the Senior Local Manager. Following a meeting and any necessary investigation into the matter, the Senior Local Manager (or nominee) will communicate a decision normally within ten working days of the referral. During such period, representations on a local issue may also be made directly by the Official of the Trade Union(s) concerned.

Where a grievance or claim remains unresolved, the matter may be referred to central level procedures.

7.2 Central Level Procedure

Apart from local issues as referred above, a grievance or claim of a collective nature should be submitted in writing to the other side.

On receipt of such grievance or claim, a meeting shall be arranged between Company representatives and the Trade Unions(s) concerned.

Failing resolution of the grievance or claim through direct and meaningful engagement between both parties, the matter may be referred to the Industrial Council for either conciliation and/or a hearing and recommendation. It may be agreed in advance that the Industrial Council's decision in particular circumstances will be accepted as final and binding.

In the exceptional situation of a recommendation of the Industrial Council not being accepted, the Company and the Trade Union(s) concerned undertake to observe the agreed 30 day cooling-off period. Discussions shall resume until the matter is agreed and resolved peacefully; the terms of the agreement being in accord with the spirit of the Industrial Council's recommendation.

Where a collective dispute arises, both parties shall observe the Code of Practice on Dispute Procedures between the ESB Group of Unions and ESB.

8. Right to Representation

The employee has the right to be accompanied by a work colleague or a Trade Union representative in all meetings under the formal grievance procedure. An employee may not be represented by any other person or body unconnected with the Company.

Where the representative cannot, for genuine reasons, attend on the date proposed, the employee can suggest an alternative date and time that must suit everyone involved. The new date must fall within five working days' of the original date set by the Manager. If the Manager is unable to attend on the date suggested for good and genuine reasons, s/he will ultimately determine a date and time, having regard to all the circumstances.

Appendix I



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Individual Grievance Statement Form

You should take the opportunity, to resolve your grievance informally and locally through discussions with your immediate line manager.

If you are dissatisfied with the outcome of an informal discussions with your immediate line manager, you may then raise the matter formally by completing and submitting the Grievance Statement Form to the next level of management.

| 1. Personal Details | |
|----------------------------|--------------|
| Employee Name | |
| Grade | Staff Number |
| Department | Position |
| Business Unit | |

| 2. Statement of Grievance |
|---|
| <p>Provide specific details of your grievance (any additional information that you feel is relevant to the grievance may be attached to this form).</p> |

3. Detail what is your desired outcome to resolve your grievance

| |
|--|
| |
|--|

4. Outcome of Informal Discussions

| | | |
|---|-----|----|
| Did you raise the grievance informally? | Yes | No |
|---|-----|----|

If no, state the reason why you did not raise the grievance informally:

| |
|--|
| |
|--|

If yes, who considered your grievance?

Name:

| |
|--|
| |
|--|

What was the outcome of the informal discussion(s)?

| |
|--|
| |
|--|

5. Signature and Declaration

I declare that I am raising this matter in good faith and that the details I have provided are accurate to the best of my knowledge.

Signature of Employee:

Date:

| |
|--|
| |
|--|

Please retain a copy of this form and send the original to the next level of management

Appendix II



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Individual Grievance Appeal Form

If you are dissatisfied with the outcome of your formal grievance, please complete and submit this form to the Human Resource Manager.

Your appeal must be submitted within ten working days of the date of the written response from the Senior Local Manager (or nominee).

Please ensure all documentation relating to your grievance (including a copy of the Grievance Statement Form and the written response form the Senior Local Manager (or nominee) is submit with the Grievance Appeal Form.

| 1. Personal Details | |
|----------------------------|--------------|
| Employee Name | |
| Grade | Staff Number |
| Department | Position |
| Business Unit | |

| 2. Grievance Appeal Details |
|---|
| State why you are dissatisfied with the outcome of your formal grievance meeting. |

| 3. Signature and Declaration |
|---|
| I wish to appeal the decision of the Senior Local Manager |
| Signature of Employee: Date: |

Please retain a copy of this form and send the original to the Human Resource Manager



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APPENDIX 2

DISCIPLINARY PROCEDURE

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1. Introduction

ESB acknowledges that, for the vast majority of staff, the question of disciplinary action never arises. The following procedure is set out to comply with the requirements of the Unfair Dismissals Acts and the Code of Practice on Grievance and Disciplinary Procedure (S.I. 146); and to ensure that where disciplinary action has to be taken it is exercised in a fair and consistent manner having due regard to the rights and responsibilities of all the parties concerned.

The continued wellbeing and prosperity of ESB is dependent on all employee's fulfilling, in a spirit of trust, the obligations of their employment contract and the agreements particular to their category or to the staff as a whole.

The procedure for dealing with disciplinary issues must ensure that:

- Details of any allegation of misconduct are put to the employee concerned.
- The employee concerned is given the opportunity to respond fully to any such allegation of misconduct.
- The employee has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of the employee and any other relevant or appropriate evidence, factors or circumstances.

In the operation of this procedure:

- A Manager cannot lead a disciplinary hearing or decide on a sanction on a matter in which s/he has been involved in during the investigation.
- A Manager, cannot hear a disciplinary appeal on a matter which he has been previously involved in.
- Management and Trade Union Representatives on the Industrial Council cannot have had any prior involvement in the case.
- No new evidence will be introduced by ESB after an allegation has been formally made following an investigation.
- A Manager can decide on a disciplinary sanction up to and including dismissal. A decision to dismiss an employee shall be notified to the Board of ESB.

2. Counselling and Cautioning

The immediate line manager will, in the normal course of their work, counsel and, where necessary, caution an employee in minor cases of misconduct, for example where performance, attendance, timekeeping etc. is below standard, without invoking the formal disciplinary procedures.

In these circumstances the immediate line manager will:

- Highlight the standards required of the employee.
- Investigate any possible problems which are identified.
- Put in place any solutions to aid the employee. This may include, where appropriate, giving the employee additional training, extra supervision or other forms of support to help achieve the required level of performance over a specific period of time.
- Verbally counsel if there is continued failure to meet the standards required, which will be recorded.
- Issue a written caution if the problems are still not addressed in a satisfactory manner.

Details of the cautioning meeting and follow up actions agreed shall be documented by the immediate line manager.

The formal disciplinary procedure commences where the above steps have failed or where a breach of discipline has occurred resulting in an allegation of misconduct against an employee.

3. Formal Disciplinary Procedure

Where an employee's conduct or work performance does not meet the required standards despite counselling and cautioning, or where a suspected breach of discipline or performance is deemed sufficiently serious enough to bypass the counsel and caution stage of the procedure, the matter will be dealt with under the formal disciplinary procedure. The following non exhaustive list indicates the types of conduct that may lead the Company to invoke formal disciplinary procedures:

- a) Unauthorised absence,
- b) Poor timekeeping,
- c) Breach of leave policies,
- d) Sub-standard work performance,
- e) Refusal to obey line management instructions,
- f) Unacceptable behaviour towards customers / colleagues.
- g) Breach of any Company Policy.

Where a matter is being dealt with under the formal disciplinary procedure, the details of the alleged misconduct will be recorded in writing by the immediate line manager and will be given to the employee concerned. The employee will have up to five working days to add his/her comments if s/he wishes before it is sent by the immediate line manager to the next level of management to arrange an investigation (if applicable) and/or a disciplinary hearing if required.

In a formal disciplinary matter, the employee concerned shall be given a copy of the disciplinary procedure and advised at the start that s/he has the right, during all phases of the formal disciplinary process, to the assistance and representation by their Trade Union or a work colleague if s/he wishes it.

3.1 Investigation Prior to Disciplinary Hearing

When a suspicion or an allegation about an employee has arisen which is potentially serious enough to constitute misconduct, a formal investigation may be necessary to establish the facts and whether there is a case to answer. It should be noted that all cases of alleged misconduct may not require a formal investigation prior to a formal disciplinary hearing. Investigations are neutral actions and do not imply assumptions of guilt about any person. Any investigation meeting is held to establish the facts of a case and is not a disciplinary hearing.

Where an investigation is required, a member of management will be appointed as an Investigating Manager who will review the circumstances of the alleged misconduct. The employee against whom the allegation is made will be advised of the right to representation and will be provided with copies of all documentation prior to and on completion of the investigation process.

While an allegation is under investigation it may be necessary to reassign the employee as a precautionary measure to alternative work which may include a transfer of work location if practicable or in exceptional circumstances be sent home on full pay.

On completion of an investigation, the Investigating Manager will issue a written report of its findings and recommendations. The employee against whom the allegation is made will be provided with a copy of the investigation report. While the Investigation Manager may recommend the instigation of disciplinary proceedings, s/he cannot recommend a disciplinary sanction.

3.2 Disciplinary Hearing

Where it is considered that there is a disciplinary case to answer, a disciplinary hearing will be held by a Disciplinary Hearing Manager. Before a decision is made regarding a disciplinary sanction, all relevant facts will be assembled and carefully considered by the Disciplinary Hearing Manager at the disciplinary hearing. The Disciplinary Hearing Manager shall give the employee concerned a full opportunity to state his/her own version fully, and to have representations made on their behalf by their Trade Union Representative or a work colleague.

The Disciplinary Hearing Manager shall endeavour to confirm the decision in writing within five working days of the disciplinary hearing together with the reasons for the decision and advising of the rights of appeal under the procedure outlined in this document.

A disciplinary sanction shall not be enforced while a case is under appeal.

3.3 Stages in the Formal Disciplinary Procedure

While the formal disciplinary procedure will normally be operated on a progressive basis, in the event that a serious case of misconduct is upheld, the Disciplinary Hearing Manager may bypass earlier stages of the formal disciplinary procedure and apply a disciplinary sanction commensurate to the nature and seriousness of the misconduct. The factors to be taken into consideration when deciding upon the stage of a formal disciplinary sanction to be applied are:

- the nature and seriousness of the misconduct;
- the employee's current disciplinary and service record;
- special mitigating circumstances which might make it appropriate to adjust the severity of the sanction.

STAGE ONE FIRST WRITTEN WARNING

An employee whose conduct/performance falls below the required standards will normally be issued with a First Written Warning for a period of six months. The First Written Warning will give details of the misconduct, the improvements required, the timescale for improvement and the right of appeal.

The employee will be advised that the warning constitutes the first stage of the formal disciplinary procedure and failure to improve within the timescale may result in further disciplinary action under the appropriate stage of the formal disciplinary procedure.

A record of the First Written Warning will remain on the employee's personnel file for a period of two years but will be disregarded for disciplinary purposes after six months provided that the Company is satisfied with the employee's conduct/performance.

STAGE TWO SECOND WRITTEN WARNING

If the employee fails to make the necessary improvements within the required timescale, or where the misconduct is regarded as more serious, the employee will be issued with a Second Written Warning for a period of twelve months. The Second Written Warning will give details of the misconduct, the improvements required, the timescale for improvement and the right of appeal.

The employee will also be advised that failure to improve within the required timescale may result in further disciplinary action under the appropriate stage of the formal disciplinary procedure.

A record of the Second Written Warning will remain on the employee's personnel file for a period of two years but will be disregarded for disciplinary purposes after twelve months provided that the Company is satisfied with the employee's conduct/performance.

STAGE THREE FINAL WRITTEN WARNING

If the employee fails to make the necessary improvements within the required timescales, or where the misconduct is regarded as more serious, the employee will be issued with a final written warning for a period of eighteen months. The Final Written Warning will give details of the misconduct, the improvements required, the timescale for improvement and the right of appeal.

The employee will be advised that failure to improve within the required timescale or further misconduct may lead to dismissal under Stage Four of the formal disciplinary procedure.

A copy of the Final Written Warning will remain on the employee's personnel file for a period of two years but will be disregarded for disciplinary purposes after eighteen months provided that the Company is satisfied with the employee's conduct/performance.

Other Disciplinary Sanctions

In the circumstances where the misconduct is serious, the Company may impose other disciplinary sanctions in conjunction with a formal Warning, which may include but not limited to the following:

- Suspension with or without pay,
- Transfer,
- Withholding/Withdrawal of increments/payments,
- Withholding/Withdrawal of concessions or allowances.
- A period of warning greater than eighteen months.

STAGE FOUR DISMISSAL

Failure by the employee to respond to the terms of the previous formal warnings or further misconduct of any kind will lead to a disciplinary hearing under Stage Four of the Formal Disciplinary Procedure. In a case where a disciplinary sanction of dismissal is a possible outcome, the Formal Disciplinary Hearing will be conducted by a Disciplinary Hearing Panel comprising of two Senior Managers.

The Disciplinary Hearing Panel shall endeavour to confirm the decision in writing within five working days of the disciplinary hearing together with the reasons for the decision and advising of the rights of appeal under the procedure outlined in this document.

3.4 Persistent Offenders

In the case of employees that persistently reoffend within a short time of the expiry of the warning or who have a record of persistent breaches of conduct, irrespective of the timelines outlined above, the Company reserves the right to enter them at the same level of warning as they had previously incurred, rather than reverting to the beginning of the disciplinary procedure.

4. Summary Dismissal for Gross Misconduct

In the event of gross misconduct the Company reserves the right to dismiss an employee summarily (without notice or payment in lieu of notice).

Gross misconduct is behaviour which, if proven, is serious enough to justify the termination of the employment contract and make any further working relationship and trust between the employee and the Company impossible. The following non-exhaustive list provides examples of conduct which will be considered to be gross misconduct by the Company:

- a) Serious breach of the company's safety rules; actions which endanger fellow employee's and/or customer's safety,
- b) Assault.
- c) Wilful damage, unauthorised disposal and /or misuse of Company's property,
- d) Serious abuse of the Company's IT system and policies,
- e) Serious breach of the Company's policies,
- f) Being under the influence of alcohol and/or drugs during a working period,
- g) Theft and/or Dishonesty,
- h) Doing work on one's own account for others, which conflicts with the interests of ESB or involves abuse of relationship with the public as an ESB staff member,
- i) Disclosure of Confidential Information,
- j) Falsification, concealment or distortion of company information, documents and records,
- k) Theft of electricity or any unauthorised interference with ESB metres or time switches.
- l) Transgression of Company rules such as involvement by staff in any outside commercial interest, without express permission in writing from the Company or any conflict of interest or possible conflict of interest, by the employee in relation to a customer, and/or his family or relatives.

At any stage of the Formal Disciplinary Procedure but most particularly, where there is an allegation of gross misconduct, a decision may be taken in exceptional circumstances to suspend the employee on full pay pending the outcome of any investigation and/or disciplinary process.

The suspension will be confirmed in writing within five working days and will set out the grounds on which the decision to suspend has been taken. Such suspension will only be imposed after careful consideration and will be reviewed to ensure that it is not unnecessarily protracted. The decision to suspend an employee on full pay is a neutral act and is not a disciplinary sanction but merely an aid to assist an investigation.

During the period of suspension employees may have access withdrawn to any of the Company's premises, IT and communication systems and any other such conditions the Company may decide.

In line with the Formal Disciplinary Procedure, the employee will receive the details of the alleged gross misconduct, and will be given an opportunity to respond. In all cases of alleged gross misconduct, a full investigation as detailed in section 3.1 of the Formal Disciplinary Procedure will be conducted to establish the facts. On submission of the investigation report a disciplinary hearing may be convened under Stage Four of the Formal Disciplinary Procedure.

In the event that an allegation of gross misconduct is upheld, the Company reserves the right to dismiss an employee summarily (without notice or payment in lieu of notice).

5. Appeal

A decision by a Disciplinary Hearing Manager/Panel to impose a formal disciplinary sanction may be appealed by the employee concerned, either directly or through their Trade Union representative, to the Human Resources Manager of the relevant Business Unit.

The appeal must be lodged within five working days of the decision being made known to the employee. It must be in writing and must specify the grounds of the appeal which may relate to the disciplinary sanction or process followed or both.

Human Resources will appoint an Appeals Manager or an Appeals Panel (in a case of dismissal). Appeals against any formal disciplinary action will be heard by Manager(s) at the same or a higher level than the Manager(s) who made the original decision where ever possible, but invariably by personnel not involved in the case.

The appeal hearing will be arranged within ten working days of the appeal request. The appeal hearing is not a rehearing of the original disciplinary hearing, but rather a consideration of the specific grounds of appeal. The Appeals Manager/Panel will therefore confine the appeals hearing to the specific grounds of appeal rather than reconsider the whole matter afresh.

Normally the employee with their representative will attend the appeal hearing. However in some cases it may be appropriate for the Appeals Manager/Panel, where clarification is required, to invite those connected to the case under consideration to attend the appeal hearing.

At the appeal hearing the documentary evidence made available at the original disciplinary hearing will be made available for reference purposes. The purpose of the appeal hearing is not a reconsideration of all matters. It is the responsibility of the employee to state the basis of the appeal and bring to the attention of the Appeals Manager/Panel all relevant documentary evidence that should be considered. Based on the appeal case presented and the associated evidence, the Appeals Manager/Panel may either: uphold the grounds for appeal, reject the grounds for appeal, or amend the disciplinary sanction. The Appeals Manager/Panel shall endeavour to confirm the decision in writing within five working days of the appeal hearing together with the reasons for the decision.

If the decision on the appeal is not acceptable to the employee a referral by the employee's Trade Union may be lodged to the Industrial Council within five days of the appeal decision for a recommendation where appropriate.

Pending the outcome of the appeal hearing, disciplinary action will not be taken. Where a decision to dismiss has been made by the Disciplinary Hearing Panel, the employee may or may not be suspended on full pay pending the conclusion of the appeals process.

6. Right of Representation

An employee may be represented by a work colleague, or a Trade Union Representative at any meeting/hearing in the formal disciplinary procedure. An employee may not be represented by any other person or body unconnected with the Company.

7. Note Taking

All meeting/hearings relating to the formal disciplinary procedure will be recorded using a neutral person taking notes. A copy of the notes will be provided to the employee on request. Under no circumstances may any person party to the Disciplinary Procedure electronically record any disciplinary meeting/hearing.

KEY CONTACTS

HR Operations

E: OneHR@esb.ie
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IT & Telecoms

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T: 26699 (Option 1)

St Patrick Credit Union

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MPF

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Staff Insurance

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Property & Facilities

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