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## **1. Mission Statement**

**We will provide our guests with the best service and the best food at competitive prices in a relaxing and friendly atmosphere.**

Our mission statement clearly states the goal of our entire group – affiliated together under common management and currently comprising

Little Venice  
L'Oriental  
L'Oriental Express and Express East  
Blu Bar and Grill at Belmont Hills  
LV'S  
La Trattoria  
La Trattoria Shop  
The Harbourfront at the BUEI  
Fourways Inn and Cottages  
Café 4  
Lido Restaurant  
Seabreeze Terrace (at Lido)  
Mickey's (on the beach at Lido)  
The Deep Nightclub (at Lido)  
The Venetian  
Special Events and Catering

And on your departure at the Airport  
La Trattoria Café (US departures)  
Boulevard Café (Main concourse)

We also have contracts to provide services within a number of corporate offices and at  
Tuckers Point Golf and Beach Club

## **2. Introduction**

### **Welcome to the MEF Group**

MEF is the name of the original company founded to run the Little Venice restaurant in 1977. The group is known both as MEF and as the Little Venice Group locally and now consists of a varied group of restaurants under common management. Throughout the Employee Handbook the group will be referred to as the "Group" and individual locations as the "Location".

We look forward having you work with us as the future success of the Group relies on the efficient and courteous service you offer to our valued guests. It also relies on our collective teamwork.

Our current complement of staff consists of not only Bermudians but also different nationalities of people from all over the world. Once you get to know us, we are sure that you will settle in and help us to maintain the high standards for which we have become renowned.

This Handbook is intended to explain our policies, conditions, rules, regulations and benefits of employment. We have used the Bermuda Employment Act and various industry handbooks as guides. If there are any contradictions or misunderstandings, the Employment Act will take precedence.

### 3. Employee Relations

The Group will attempt to provide a work environment and conditions of employment that are both flexible and responsive to the needs of employees, whilst maintaining the high standards expected by our diverse customer base.

The Group is aware of its management responsibility as an employer in order to maintain a strong, healthy relationship with employees.

The Group is interested in providing the best possible benefits and working conditions for the mutual betterment of employees and the Group.

### 4. Equal Opportunity Commitment

Our policy is to treat every Employee, regardless of position, with dignity and respect and to be fair and just at all times. As an Equal Opportunity Employer, we will not tolerate discrimination of any kind and are dedicated to a policy of non-discrimination in every aspect of employment. We do not discriminate on any grounds (of race, place of origin, colour, ancestry, gender, marital status, disability, family situation, religious beliefs or political opinions) when hiring, evaluating, or promoting our Employees (other than providing employment and opportunities in favour of Bermudians as required under the Bermuda Immigration and Protection Act).

### 5. Sexual Harassment

The Group does not condone any form of sexual harassment in the workplace, including acts by non-employees. Employees violating this policy will be subject to disciplinary action, which may include termination, even for a first offense. The term sexual harassment means any verbal, written, visual or physical acts that are offensive in nature, intimidating, unwelcome, or that could reasonably be taken as objectionable.

To place a formal complaint the Employee must contact the Human Resource Department **within 7 days of the incident occurring**. A written and signed statement will be prepared within 3 days of the complaint being lodged and the Complaints procedure followed (See below)

### 6. Employee Orientation

As a new Employee, you will receive orientation in your new job from your Supervisor and others. This orientation is designed to provide you with an understanding of our policies, benefits and pay procedures. Your Supervisor will also discuss our expectations of you in your particular job, and will orientate you to any specifics of the job before you begin working. All new staff will also attend a Group Orientation, which is held in the Office on a regular basis.

### 7. Employee Duties & Responsibilities

To develop and maintain a clear structure of job responsibility, the Group has adopted a policy to maintain job descriptions on each class of employment. Every employee will receive a job description outlining their duties and responsibilities. Job descriptions will be reviewed from time to time to determine their continued accuracy, completeness and compliance with legislation. Queries relating to your job descriptions should be made to your Manager. All changes will be shared with you if and when they arise.

The following details will be provided by your Manager:

- a) Hours of work
- b) Rest day
- c) Meal times and locations
- d) Pay/Public Holiday Pay
- e) Holidays/Vacation
- f) Uniforms

## 8. Payroll

All employees are paid by direct deposit to a Bank account. All employees need a Bank account and local residents need to provide their Bank details at the time of registration as an Employee. A new resident in Bermuda needs to bring a reference from their Bank overseas in order to open an account on their arrival. Payment of payroll is made weekly by Thursday of each week (for Bank of Bermuda accounts) and by Friday (Bank of NT Butterfield accounts). Some employees on a salary are paid monthly on the 28<sup>th</sup> of the month.

## 9. Employee Registration

All employees are registered with Human Resources (HR) on arrival. This registration includes sign-up for Health Insurance, Social Insurance (Full-time employees), Pension (local employees), CURE (Racial statistics required by law). A Statement of Employment will be signed by the Employee showing he/she has received details of pay, benefits and deductions required by law.

## 10. Probation & Categories of Employment

### Probationary Period:

All new, rehired, or promoted Employees will serve a **six-month** probationary period. This period gives both the new Employee and the Location time for mutual evaluation. Your performance will be reviewed during this time, and, upon satisfactory completion of the probationary period, you will be confirmed as a permanent Employee and be entitled to all benefits and privileges. Should satisfactory progress not be made during this period, you may be dismissed without notice at any time or your probationary period may be extended for a further three month period. Employees who have been promoted will be required to serve a three-month trial period so that their aptitude and progress in that position may be monitored.

- a) **Full Time** Employee is one who is employed on a permanent basis at the normal scheduled hours. After successfully completing the required probationary period, he/she will be classed as a permanent employee, and will be entitled to all benefits and privileges.
- b) **Part Time** Employee is one who is employed on a regularly scheduled basis but works reduced hours. After successfully completing the probationary period, part-time employees are entitled to receive most benefits and privileges on a pro-rata basis.
- c) **Casual (On Call)** Employee is one who is employed by the hour and is not entitled to any benefits.
- d) **Temporary/Student** Employee is one who is employed for a pre-determined period of time only, usually during school or college breaks. Students do not pay for health, payroll tax, or social insurance.
- e) **Seasonal Employee** is usually employed from May to October only. Their Employees are entitled to the normal benefits of full time Employees but may have there social insurance deductions refunded on request if their employment duration is less than 6 months.

## **11. Standard Payroll Deductions**

Employees pay the following payroll deductions

- a) Government Social Insurance - split employer/employee
- b) Payroll Tax
- c) Health Insurance: - split employer/employee
- d) Company Pension

Current rates of deductions are shown on the Statement of Employment

## **12. Benefits - Health**

All employees are provided with a booklet detailing their Health insurance coverage, which is effective once their forms have been processed and terminates at the end of the month when they complete work. Health Insurance can be provided for the employee only, or may include their dependants. Change of cover from one category to another must be notified to HR in writing.

## **13. Benefits - Social Insurance**

All employees who are non-seasonal and full-time must pay social insurance. This provides a Bermuda Government pension at the age of 65. Non-Bermudians may also claim this pension at the age of 65. The pension is payable to anyone on production of their card showing name, and social insurance number at the age of 65 irrespective of whether they are on the island.

## **14. Benefits - Pension**

All Bermudian employees (after the probationary period) and Non-Bermudians (who have been with the Group more than 5 years) pay into a private pension scheme. It is mandatory for Bermudians and is regulated under the National Pension Scheme (Occupational Pensions) Act 1998. A separate booklet is available on the scheme.

## **15. Benefits - Staff Discounts**

All employees are entitled to a discount at restaurants owned by the Group after completion of their probationary period.

- a) Employees must present identification;
- b) The restaurant is entitled to check with the Employee's Manager/Supervisor that they are bonafide current employees
- c) The discount is 20% of food, bar and wine (not gratuities)
- d) The balance must be paid in cash or by credit card at the time
- e) The discount is for the employee plus one guest

## **16. Housing**

Dormitory style housing is provided for foreign staff (see below). Every Employee pays a rental deposit of \$400, which will be refunded if accommodation is left in good order upon departure. Monthly inspections are carried out for all staff accommodations. Rooms are allocated as follows:

**Chefs:** permanent; type dependent upon employment level  
**Waiters:** temporary; \$150 - \$175 per week. This is a temporary arrangement to give the employee sufficient time to secure outside accommodation.

A set of sheets, towels and other personal items should be brought with you or purchased locally.

The installation of Telephone, Cable TV or Computer lines require the authorization of the HR Department prior to making application. Cell phones are recommended and can be purchased in Bermuda.

Employees are expected to maintain their rooms in good condition and to treat the common areas with respect. Noise both within the accommodation and outside on arrival and departure should be kept to a minimum. Parties and loud music are banned and further details of staff accommodation rules are to be found in the appendix and may vary between accommodations. The Group reserves the right to move an employee from designated housing if the employee does not abide by the rules nor show consideration for other staff members within the housing.

## 17. Water Usage

Water is a precious commodity in Bermuda with the majority of water coming from water tanks underneath our buildings collected from rain water. Water will be ordered for staff housing should it be needed, but this is not expected to exceed reasonable amounts. If this should occur, the residents will be charged the cost to provide water at the market value split between all current residents. Therefore, turn off taps when cleaning teeth, take quick and efficient showers and generally do not waste water.

## 18. Airfares

Non Bermudian Employees need to have a return ticket when they arrive which they must purchase from his/her place of origin to Bermuda (or **best-priced** excursion ticket). A copy of the ticket must be provided to HR on initial registration after arrival. If the ticket is not an open return, the cost of a ticket back home will be deducted from the Employee's wages on a weekly basis (as is required by the Bermuda Immigration Department). The total amount deducted will be refunded so that an airline ticket may be purchased when the Employee leaves the Group for good.

## 19. Employee Personnel Records

An individual file is kept for each employee in which the address, telephone number, personal history and other job-related details are recorded. It is important that these records be kept up to date. Please notify HR in writing (by letter or email at [hr@mef.bm](mailto:hr@mef.bm)) of any changes in your personal information.

## 20. Customer Relations

We rely on our Employees to do everything they can to keep our guests satisfied. A polite manner, a positive enthusiastic attitude towards work, your Location and your co-workers will make your working experience an enjoyable and meaningful one.

Through team effort, our goal is to maintain standards of excellence in providing service to our guests, our business colleagues and to the community at large.

We encourage guests to fill in comment cards and also to provide us with feedback on our service, food and overall performance. Comments by a customer over an Employee's performance will be taken into account in the Employee Evaluation. The Group is also part of the Visitor Industry Partnership (VIP), which emphasizes the importance of service to the guest as part of their mandate; there is an annual award system, which recognizes those hospitality Employees which have been "the best of the best". ([www.vip.bm](http://www.vip.bm))

## **21. Employee Evaluations**

There are standard job evaluation forms for all full-time non-seasonal Employees. You will be presented with an evaluation form and told how it will be used. The purpose of the evaluation is to give you feedback on your performance on the job and to allow you to communicate any matters which may concern you.

## **22. Employee Appearance**

The impression our guests have of our Locations begins and ends with you. For this reason we ask that you abide by the following rules:

- a. Dress appropriately for your particular job
- b. Always be clean and well-groomed
- c. Wear practical footwear compatible with your uniform
- d. No tongue, facial studs, excessive make-up or jewellery is not permitted
- e. No hair rollers will be allowed
- f. No gum chewing
- g. No beards are allowed for guest-contact employees (on grounds of hygiene) ; moustaches and side-burns are permitted but must be neat, moderate and well-groomed
- h. Tattoos must be covered
- i. Long hair is to be tied neatly back
- j. High standards of personal hygiene

If there is a continual problem with inappropriate dress or appearance a Manager will handle it under the normal disciplinary procedures

## **23. Uniform**

Kitchen employees are provided with chef's jacket, trousers and apron. Dining room employees are required to supply their own black trousers/skirt; different locations have different shirts/blouses as part of their uniforms for dining-room employees and your Location Manager will advise you of the necessary uniform. Cashiers and hostesses are expected to dress in accordance with the standards at their Location. If in doubt please consult your Manager.

## **24. Punctuality**

You are expected to arrive in sufficient time to be at your position properly dressed at the start of your shift or working hours. Persistent tardiness will be handled by the Location Manager, under the normal disciplinary procedures.

Employees are responsible for their own clock-in and clock-out at certain locations. In those locations an Employee who does not clock-in or clock-out properly will not be paid that week. He/she will be paid the following work-week after his/her manager authorises the payment on production of evidence that he/she worked during the period in question. No one may clock-in or clock-out for another Employee and clock-in or out for another Employee will be grounds for termination for either Employee involved in the deception. Employees must also clock-out and back in for lunch or other breaks. The Group reserves the right to monitor employee clock-in and/or out through surveillance methods including security cameras.

## **25. Promotions**

It is the policy of the Group to promote qualified employees when they are available or deemed suitable in all respects, and where it is determined to be in the best interest of the Group and Employee.

## **26. Communication**

It is the Group's firm belief that efficiency, high productivity and a harmonious working environment are best achieved where effective communication exists between management and the workforce. This flow of information throughout the organization should be both from Management to Employees and Employees to Management.

Managers are responsible for ensuring that Employees are informed of the detailed terms and conditions of employment, procedures to be followed when operating machinery and equipment, health and safety procedures and other general information pertaining to the work environment.

Wherever practical, regular departmental meetings will be held to discuss issues connected with the smooth operation of each department; these meeting will be held at a minimum monthly.

The Group issues, whenever necessary, bulletins to convey important news to the members of staff. These bulletins will usually be placed in pay stub envelopes or disseminated directly by the Manager in a meeting.

All Employee matters are handled by the Location Manager or Supervisor and Employees should refer to their Manager for any request such as changes in Health categories, need for landing permits, visas etc. The Manager will advise Human Resources (HR) of any requests and visits by employees to HR can only be made through the Manager.

## **27. Confidentiality**

No member of the staff may permit any unauthorized person to have access to books, letters, papers or information in any form whatsoever belonging to or relating to the Group or its business, nor may information be given orally, in writing or by any other means of extraction or otherwise concerning the business or affairs of the Group or its guests, except on the instruction given on or behalf of the Group by a Manager

All employees must ensure that prior to any confidential documents being thrown into the wastebasket, they are shredded and/or torn.

## **28. Complaint Procedure**

The Group recognizes that from time to time employees may wish to seek redress for grievances relating to their employment. In this respect, the Group's policy is to encourage free communication between Employees and their Managers to ensure that questions and problems arising during the course of employment can be addressed and, where possible, resolved quickly and to the satisfaction of all concerned. To this end, the following procedure should be adopted where an Employee has a grievance arising from, and directly relating to, their employment.

Should any job related problem arise, it should be firstly brought to the attention of:

- a) Employee's immediate Supervisor then if not resolved-
- b) Location Manager

- c) The Manager may seek information or assistance from the Training Director or the Human Resource Manager
- d) If the matter is still not resolved then a written, dated complaint should be submitted to the Director responsible for your Location who will provide a written response within five (5) working days. The decision of the Director is final.

## **29. Disciplinary Procedures**

The Group aims to ensure that there will be a fair approach to the enforcement of standards of conduct affecting all grades of employee within the Group. Employees are therefore urged to use reasonable judgement at all times, and to seek Supervisory advice if in any doubtful situation. Depending on the circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation. The types of discipline that may occur are as follows in general order of increasing formality during a six-month period:

- a) **Verbal Warning**
- b) **First Written Warning**
- c) **Second Written Warning**
- d) **Dismissal**

It should be noted that certain actions will lead to immediate dismissal. These include, but are not limited to, violence against other Employees, customers or individuals (including threatening use of offensive weapons), gross insubordination, harassment, stealing, defacing or deliberately destroying Group property and conviction of a criminal offence.

## **30. Health & Safety**

It is the policy of the Group to give the greatest importance to the safety of its Employees. In the design, construction, operation and maintenance of all equipment and facilities, it is the duty of Management to do everything, so far as is reasonably practicable, to prevent personal injuries.

It is equally the duty of Employees themselves to exercise their responsibility and to do everything to prevent injury to themselves and to others. Among the Employees' responsibilities is the prompt reporting to management of potential hazards and accidents and the follow-up of prescribed safety procedures. Every Location must have a Health and Safety Committee who should meet at least 3 times a year.

Violence in the workplace towards others is not condoned and is grounds for termination. No Employee should carry any offensive weapon to his/her workplace.

## **31. Alcohol and Drugs**

The Group recognizes that the state of an Employee's health greatly affects his job performance as well as the performance of his co-workers. The misuse of alcohol and the use of illicit drugs leads directly to ill-health, usually resulting in missed days from work, accidents and possible involvement of the police/authorities.

The Group does not tolerate either the excessive use of alcohol or the use of any illegal drugs. Any Employee found in possession of, using, buying or selling illegal drugs on any group premise, client establishment or staff accommodation or convicted of the same will have his/her employment terminated. The Group reserves the right to advise the appropriate authorities of the reason for such termination. Any Employee (during working hours) showing the effects of excessive alcohol or drugs,

whether prescribed or otherwise, may be suspended with pay pending an investigation. The company reserves the right to ask for random and selective drug testing. Each Location reserves the right to dismiss an Employee whose actions place the reputation or safety of the Group, its other Employees or its customers in jeopardy.

### **32. Telephone Calls & Personal Visits**

Personal telephone calls are not permitted other than in case of an emergency. No visits by friends and/or relatives are permitted whilst you are on duty. All cellular phones are to be turned off during duty and are not to be worn on uniforms.

### **33. Internet Security and Usage Policy**

The Group network, computers, servers and other equipment utilized to connect you to the Internet are the property of the Group and are to be used to serve business needs and purposes. Proper conduct is expected of all users on the Internet, as it is in all public forums. Any employee using the Group's computers are expected to sign an Internet Usage form. No individual laptops are to be set up or included in our computer system/accessed by our servers without prior express permission from the Finance Director.

Accessing the Internet for any illegal conduct or any other improper purpose is prohibited. Viewing, transmitting or storing of pornographic, indecent or otherwise offensive material is also prohibited. The Group reserves the right to monitor, access, review, restrict or terminate your use of the Internet. Failure to comply with this policy may subject you to disciplinary action, up to and including termination.

### **34. E-Mail Policy**

The internal electronic mail system is the property of the Group and we retain the right to monitor, access, review and disclose electronic mail messages. The Group's electronic mail systems are to be used for business purposes and users must not use an electronic mail account assigned to another individual to either send or receive messages unless with the express approval of the Location Manager in writing. If there is a need to read another's mail (due to absence/vacation etc.) message forwarding and other facilities should be used.

Unacceptable practices such as snooping, hacking, transmitting illegal items, nuisance items such as discriminatory or harassing jokes or pictures, or other such material may be subject to disciplinary action, including termination.

### **35. Smoking in the Workplace**

There will be no smoking by Employees whilst in the kitchen, dining room or other service areas. Each Location Manager may designate a smoking area outside the Location or service areas for use during break periods and an allotted time limit will be made known to you upon request.

### **36. Public Holidays**

The following days are observed in Bermuda as public holidays:

**New Year's Day**  
**Good Friday**  
**Bermuda Day**  
**Queen's Birthday**

**Emancipation Day/Cup Match**  
**Somers Day/Cup Match**  
**Labour Day**  
**Remembrance Day**  
**Christmas Day**  
**Boxing Day**

Terms of Public Holiday pay are specified in the Employee's Contract of Employment.

### **37. Annual Vacation**

Vacation time will be given after you have completed your probationary period and continuous employment as follows:

<b>1 year's continuous service</b>	<b>Two weeks*</b>
<b>After 5 year's continuous service</b>	<b>Three weeks*</b>
<b>After 10 year's continuous service</b>	<b>Three weeks, two days*</b>
<b>After 15 year's continuous service</b>	<b>Four weeks*</b>

**\* or equivalent in hours as per contract**

All requests for vacation must be made with your supervisor/manager at least one month prior to the vacation, and agreed to in writing prior to any vacation being taken.

Vacation pay will be paid on the employee's anniversary date unless otherwise approved in writing by the location manager. Any requests for an advance on vacation pay prior to the anniversary date must be made in writing at least 2 weeks prior to the required date.

### **38. Accident Pay**

It is the responsibility of every Employee to report the circumstances of any absence from work to their Manager. In the event of an accident, the Employee must fill out an accident claim with the HR department after being referred by their Manager, within a week of the accident. Accident pay is payable in the event that an Employee suffers an injury either in or out of work and is not due to a pre-existing condition being aggravated. As part of the sign up you have been asked to sign a waiver regarding pre-existing medical conditions. Accident pay is not payable in the event of a minor injury and the company reserves the right to ask for second medical opinion. Police and medical certificates in the original form must be provided to your Manager to forward to HR before a claim can be made. Accident pay is not payable as a result of being under the influence of illegal substances and the company reserves the right to suspend/terminate an Employee if they are found to submit a fraudulent claim.

### **39. Sick Leave**

It is the responsibility of every Employee to report the circumstances of any absence from work due to illness, their recovery progress and probable duration of their absence. The Manager or Supervisor must be notified in every instance. A medical certificate is required for every period of illness after two days.

The abuse of sick leave will not be tolerated. Any Employee thought to be abusing the benefit of sick leave due to excessive, unsubstantiated absences, will be required to produce a medical certificate for each day of illness thereafter as well as any absence from work before or after a holiday.

The Employee is entitled (subject to the above conditions) to paid sick leave for a period of two working weeks after successfully completing the required probationary period.

#### **40. Personal Leave**

Employees will be expected to arrange personal appointments (Doctor, Dentist, etc.) on scheduled time off. If this is not possible the Employee must discuss their scheduling with their Supervisor or Location Manager.

Leave of absence other than scheduled vacation periods must be discussed with their Supervisor or Location Manager. It may prove impossible to hold a position vacant during the season for anyone who finds it necessary to take previously unscheduled leave. Absence without permission will be deemed to be resignation on the part of the Employee after one week.

#### **41. Compassionate Leave**

Unpaid leave will be granted on request up to 3 days for local funerals and up to 5 days for overseas funerals in the case of death of a parent, spouse, brother, sister, child or partner. Requests for compassionate leave must be made to the Location Manager.

#### **42. Maternity Leave**

All female Employees having completed 12 months service shall be granted 8 weeks paid maternity leave and 4 weeks unpaid.

Please notify your Manager of your pregnancy at least 3 months prior to your expected date of delivery, accompanied by a certificate from a registered general practitioner. An additional period of 4 weeks unpaid leave may be requested at the time of notification.

#### **43. Jury and Subpoenaed Witness Duty**

An Employee called for Jury Duty or subpoenaed as a witness shall be paid the difference between his/her normal rate of pay and the amount of pay received for such duty, for which evidence must be provided.

If the Employee is not required to serve or attend, then he/she must return to work as soon as possible. Failure to report to work may result in the loss of pay for that day.

#### **44. Military**

Leave of absence for military duty shall be granted, with pay amounting to the difference between the Employee's normal rate and the amount of pay received for all Military Duty for which evidence must be provided.

#### **45. Voluntary Military, Fire & Reserve Police Duty**

The Group encourages all Employees to assume their civic responsibilities. However, Employees who wish to volunteer should first discuss the matter with their immediate Supervisor.

Although the Locations will make every effort to enable Employees to perform volunteer duties, requests for unpaid time off work to attend to these duties during working hours will be granted subject to the operational requirement of the Location except when employees are required to report for duty as designated by the law.

#### **46. Voting**

With early and late polling station times available we would like to encourage all Employees to vote before or after work. If this is not convenient, please see your Supervisor.

#### **47. Training**

Training will be provided by the Director of Training, Leadership and Communication and your immediate Supervisor. From time to time, opportunities may be made available for you to take courses at the Bermuda College and/or with the Bermuda Employers' Council and you may also enroll for courses of your own accord (provided that course time does not interfere with your normal working hours). If you are seeking Location sponsorship, you must make formal request prior to taking any course.

#### **48. Damage to Group Property**

You are expected to do everything possible to prevent damage to any Location or Customer property. However, if any damage does occur it must be reported immediately to the appropriate Supervisor or Manager with details. Unreported damage caused by negligence of employees may be cause for financial repayment and/or disciplinary action.

#### **49. Use of Location Vehicles**

Anyone operating a Location vehicle must at all times:

- a) Hold a valid driver's license;
- b) Drive with utmost care and courtesy;
- c) Obey all traffic laws;
- d) Remember that the Location vehicle represents the Location;
- e) Not drive whilst impaired

##### **Operation and Maintenance of vehicles:**

The persons assigned to the vans/trucks/cars will:

- a) Fill the vehicle with fuel as required using a purchase order
- b) Keep the vehicle washed and clean;
- c) Have the oil, water, tires and battery checked at regular intervals, preferably each time fuel is obtained;
- d) Bring any necessary repairs to the attention of Management;

##### **Accidents:**

All accidents, regardless of extent of damage or cause should be reported immediately to Management, and the Police, where necessary.

##### **Passengers:**

Location vehicles are not to be used for carrying any passengers other than Employees in the course of business.

##### **Driving Disqualifications:**

Employees who do not possess valid driving licenses are not permitted to drive any Location vehicles on public roads. An Employee who does not comply with this policy will be subject to disciplinary action or dismissal. Employees are required to immediately notify their Supervisor of any driving disqualification.

If an Employee, who requires a driver's license to perform his/her job functions, has his/her driver's license revoked by the local courts, the Location will make every effort to provide continued employment for the Employee, but this is not guaranteed. In the event that employment is not available the Employee may be deemed to have resigned.

If an Employee is involved in an accident with any location vehicle, where the accident is found to be the fault of the Employee, the Employee is responsible to pay damages. In addition, the misuse of alcohol and/or drugs by an Employee whilst in possession of a location vehicle will have their employment terminated.

## **50. Redundancy/Layoff**

Redundancy pay shall be granted by the Employer to those Employees whose services are permanently terminated as a result of redundancy arising from any one or a combination of the following:

The introduction of new methods of working, mechanization, automation, re-organization, amalgamation, merger, rationalization, contraction of the industry, winding up of business or any other labour saving method or devices.

An Employee whose job has been declared redundant shall be given four weeks written notice thereof, and failing such notice, an Employee will be entitled to one month's pay in lieu.

Severance pay will be calculated on the salary prevailing at the time of severance (excluding gratuities).

Up to 1 year of service	Nil
Up to 10 years of service	2 weeks per completed year of service
Over 10 years of service	3 weeks per completed year of service to a maximum of 26 weeks

In the event of a serious downturn in business as a result of either a change in environment or a sudden event (i.e. hurricane) the Group reserves the right to lay staff off in accordance with the Employment Act 2000.

## **51. Termination of Employment**

Notice of termination by Employee is required as follows:-

Non- Bermudian Employees (due to length of time involved in bringing a replacement to the island)	-	3 Months
Managers/Supervisors and Monthly Paid Employees	-	1 Month (or as per contract)
All Other Employees	-	1 Week if weekly paid 1 Month if monthly paid

### **Summary Dismissal for Serious Misconduct**

The Employer is entitled to terminate employment without notice (or payment in lieu thereof) or severance for serious or repeated misconduct. These will include, but are not limited to: theft of any kind; insubordination, dishonesty, failure to meet job requirements; physical/verbal abuse; unaccountable lateness or absenteeism; divulgence of confidential information, insobriety, or other violation of the employer's rules and regulations herein stated.

In all instances, Non- Bermudian Employees must ensure that all local affairs and outstanding debts are settled prior to departure from the Group and/or the Island. Room deposits will be refunded only after Group owned accommodation has been inspected and approved by the Operations Manager or his designate.

All outstanding earnings, pro-rated vacation pay and any other monies due will be included in the Employee's final payroll deposit.

### **52. Exit Interview**

An Employee who resigns or is terminated is required to come into the office for an exit interview with H.R. after the last day of work but before they leave the island. When this falls on a weekend, they are to come in on the closest week day to the departure date. An Employee is also entitled to ask for an exit interview questionnaire to complete.

### **53. Government/Immigration Information**

The company is governed by the laws and requirements of the Bermuda Government and its Immigration Department. Further information on any questions in this regard, can be obtained from the Bermuda Government website [www.gov.bm](http://www.gov.bm) or by calling 441-295-5151 and asking for the appropriate Government department.

### **54. Conclusion**

This Handbook has been compiled by using the Bermuda Employers' Council guidelines and is consistent with international guidelines. It will be reviewed on a regular basis. We have tried to include the issues, which have arisen on a regular basis and we will add others as needed.

You will be informed of any policy changes or additions.

We look forward to working with you as we continue to provide the very best for our valued guests.

## Employee Handbook Acknowledgement Form

This is to acknowledge that I have received a copy of the Employee Handbook and understand that it outlines my privileges and obligation as an employee with MEF Ltd.

I further understand that I am governed by the content of the **Employee Handbook** and that it is my responsibility to familiarize myself with all information in the handbook.

Employee's name: \_\_\_\_\_

(Printed or typed)

Employee's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Group witness: \_\_\_\_\_

Date: \_\_\_\_\_