



**ASCENSION ISLAND GOVERNMENT**

# **CODE OF MANAGEMENT**

<b>Approved by the Governor</b>	<b>Yes</b>
<b>Date Effective</b>	
<b>Version</b>	<b>1</b>

# **CODE OF MANAGEMENT**

## **1. DEFINITIONS**

The following terms are used in this document.

### 1.1 Dependant

A dependant is someone accompanying an employee on Ascension and who falls into one of the following categories:

- (a) A spouse or partner of an employee; or
- (b) A child under the age of 18 who is normally resident with the employee.

### 1.2 Accompanied Status

Accompanied Status is when the employee's contract provides for him/her to be accompanied by one or more dependants.

### 1.3 Single Status

Single Status is where the employee's contract does not include provision for dependants.

### 1.4 Household Status

Household Status is where the employee is a member of another person's household that already provides accommodation and/or certain allowances.

### 1.5 Overtime rates

Time and a half rates and double time rates for overtime purposes are applied to an hourly rate calculated from the annual basic salary divided by 1950 (which is the annual conditioned number of hours in a year).

### 1.6 Country of Recruitment/Residence

This will be identified in the contract of employment. Where the contract of employment does not specify the country of recruitment or residence the default location shall be for British Citizens without St Helena belonging status, the United Kingdom, and for Saint Helenians, Saint Helena.

### 1.7 Spouse or Partner

A "Spouse" is the person married to the employee or in a civil partnership with the employee and a "Partner" is a person in a long term relationship with the employee having lived with the employee for least 6 months before the start date of the contract.

## **2. STATUS**

Employees will receive the benefits associated with the status (i.e. single, accompanied and household) specified in their contract of employment.

## **3. TERMINATION OF CONTRACT**

### By Employee

3.1 In order to allow sufficient time to recruit replacements for staff in certain key positions, the following staff must give at least three months' written notice of intention to terminate their employment mid contract. Should an employee fail to give such notice he/she agrees to pay to the employer compensation in the sum equivalent to his/her salary for the period by which the notice given falls short of the required notice period, subject to a maximum sum of three months' salary:

- (a) Director of Operations
- (b) Director of Resources
- (c) Crown Counsel
- (d) Medical and dental officers.

3.2 All other staff must give two months' written notice of their wish to terminate their employment mid contract. Should an employee fail to give such notice he/she agrees to pay to the employer compensation in the sum equivalent to his/her salary for the period by which the notice given falls short of the required notice period, subject to a maximum sum of two months' salary.

### By AIG

3.3 AIG may terminate an employee's contract without cause giving 3 months' notice or payment in lieu of the unexpired notice period. Where notice is given AIG may require the employee remain away from their place of work during the notice period (Garden leave).

3.4 Where an employee behaves in a manner deemed to be gross misconduct, AIG may terminate the contract without notice (summary dismissal) and the employee will be entitled only to payment of salary up to the date of dismissal.

## **4. PERSONS CEASING TO QUALIFY AS A DEPENDANT**

4.1 For a spouse or partner of an employee to continue to qualify as a dependant he/she must spend at least 240 days in each contract year on Ascension. Periods of absence for medical reasons or other emergencies will not be taken into account when determining the length of time that a dependant has been away from the Island.

4.2 Where the employee and spouse or partner formally separate, the spouse or partner must depart Ascension within 14 days (or if applicable on the next available departure of a ship to St Helena) of the separation date. Any accompanied status benefits will be reassessed at this time.

## **5. NORMAL HOURS OF WORK**

5.1 Unless the individual's contract provides otherwise, the normal conditioned hours of work per week will be 37.5 hours, Monday to Friday. One hour each day for lunch is not included in the 37.5 hours.

5.2 Provided that if the employee's terms of employment requires him/her to work shifts, the 37.5 hours can be spread over any of the 7 days in each week.

## **6. OVERTIME AND PREMIUM PAYMENTS**

6.1 Unless the contract of employment provides otherwise, employees will be allocated two scheduled days off out of each week. These will normally be Saturday and Sunday, unless the employee's terms of employment require him/her to work shifts.

6.2 All overtime (i.e. time worked in excess of 37.5 hours in any one week) must be authorised in writing in advance by the employee's line manager.

6.3 Employees whose terms of employment require them to work shifts will be paid overtime according to the pattern of their shift work during a week. Line managers will authorise as appropriate.

6.4 All overtime worked on Monday to Friday inclusive will be paid at time and a half.

6.5 All overtime worked on Saturday will be paid at time and a half.

6.6 All overtime worked on Sunday will be paid at double time.

6.7 All overtime worked on an approved Ascension Island public holiday will be paid at double time.

6.8 If an employee is required to work for 7 consecutive days he or she will receive one compensatory day off with pay, in addition to any overtime payable.

6.9 If an employee is required to work for 14 consecutive days he or she will receive two compensatory days off with pay, in addition to any overtime payable.

6.10 Staff in senior managerial or professional posts may be called on to work irregular or extended hours. Any irregular or extended hours worked by senior managers and professional staff is already recognised in their salary level and overtime will not be paid. The contract of employment will confirm this. However, by agreement with an employee's line manager time off in lieu with pay may be taken. The contract of employment will specify if this applies to the employee.

## **7. MEDICAL AND DENTAL TREATMENT**

7.1 All employment is subject to confirmation by the AIG's Senior Medical Officer supported by satisfactory prior medical examinations by a general medical practitioner or medical specialist of AIG's choice for the employee and any dependants. Employees and any dependants will therefore be required to undertake a medical examination, including dental and ophthalmic examinations, prior to appointment and prior to any subsequent or renewed contract. AIG will cover the reasonable costs of such medical

examinations. Criteria for medical fitness for duty include capacity to carry out the duties of the employment on offer, and absence of conditions that cannot reasonably be managed within the facilities available on Ascension.

7.2 Subject to 7.3 and 7.9, employees and their dependants will be provided with free medical and primary dental treatment whilst on Ascension.

7.3 AIG reserves the right to recover from the employee the cost of any medication prescribed to employees or their dependants for medical or dental treatment on Ascension.

7.4 Dependant children in full time education taking place outside of Ascension are exempt from these medical provisions during all periods of time they are not on Ascension and they are required to register with a doctor local to their education-provider and obtain treatment under the relevant National Health Service.

7.5 If, in the opinion of the Senior Medical Officer, suitable and necessary medical treatment is not available on Ascension Island then arrangements will be made for the employee or dependant requiring treatment to be referred on their next leave. In urgent cases where in the opinion of the Senior Medical Officer the treatment cannot wait until then, the employee or dependant requiring treatment will be medically evacuated to the most convenient place where treatment is available. AIG will cover the cost of medical evacuation.

7.6 Wherever possible normal MOD charter flights will be used for medical evacuations. Evacuation will be to the UK, unless urgent circumstances dictate other carriers or another destination, at the discretion of the Senior Medical Officer.

7.7 If the need for investigation or treatment beyond the scope of local facilities is not urgent, this will be deferred until a planned return to the normal country of residence (such as for a period of leave).

7.8 AIG will meet the reasonable costs of treatment and medication issued under prescription for employees or their dependants who in the opinion of the Senior Medical Officer require treatment beyond the scope of local facilities but which would normally be provided by the health service available in the UK or St Helena as applicable.

7.9 Exceptions to Free Medical Treatment—

- (a) Neither employees nor dependants will be entitled to free treatment or reimbursement of the costs of treatment and medication when illness or injury is caused through voluntarily taking part in civil commotion, riot or war.
- (b) AIG will not meet the cost of cosmetic surgery, cosmetic dental treatment, nor the provision of spectacles, nor other physical aids or any other medical treatment not normally prescribed under the National Health Service in the UK.

7.10 Employees will be responsible for the cost of medical and dental treatment for

themselves and their dependants whilst on leave away from Ascension.

7.11 On first appointment AIG will reimburse the employee for the cost of vaccinations for him/herself and his/her dependants which are specified by the Senior Medical Officer as required for work on Ascension. Such vaccinations may be obtained from the employee's own doctor in his/her normal country of recruitment/residence or on Ascension. Reimbursement will be subject to the production of receipts.

7.12 In the event of an employee being unable to fulfil in full the terms of his or her contract due to ill health AIG reserves the right to terminate the employee's contract.

## **8. SALARIES**

8.1 Income tax is payable on AIG salaries.

8.2 Employees will be paid a salary as stated in their employment contract on a monthly basis in arrears.

## **9. ACCOMMODATION**

9.1 Each employee will be entitled to accommodation consistent with his/her employment status (i.e. single, accompanied) as stipulated in the contract of employment. All accommodation will be allocated at the discretion of AIG.

9.2 Household Status employees are not entitled to accommodation in their own right.

## **10. ALLOWANCES & BENEFITS**

10.1 Subject to any provisions to the contrary set out in the individual's contract of employment each employee will be entitled to the following allowances (but see also Section 10.3):

- (a) A food allowance, the value of which is shown in the contract of employment. The food allowance is not payable when an employee is away from the Island on non-AIG business.
- (b) Each single status employee in self-catering accommodation will be allowed 330 units of electricity for properties with solar water heating or 380 units of electricity otherwise per calendar month and 25 gallons (113.65 litres) of water per day.
- (c) Each accompanied status employee in self-catering accommodation will be allowed 330 units of electricity per for properties with solar water heating or 380 units otherwise per calendar month and 50 gallons (227.3 litres) of water per day.
- (d) Each accompanied status employee in self-catering accommodation will also be allowed an additional 20 gallons (90.92 litres) of water per day for each dependant under the age of 18 years living in the accommodation.

### Quarterly Assessment

10.2 Employees will be charged at the prevailing rates for all water and electricity used in excess of the allowances to which they are entitled. Allowances will be calculated quarterly and excess charges for each quarter's usage will be deducted directly from net salary paid to the employee in the month(s) following the quarterly assessment.

10.3 Household Status employees are not entitled to the above allowances in their own right. No contribution will be made by AIG to the Household in which he or she is accommodated.

## **11. GRATUITIES**

11.1 Gratuities are non-taxable.

11.2 Employees will qualify for a gratuity on completion of an initial period of 2 years' service. Gratuities will be payable at the end of each contract period but may be carried forward from one contract to the next if a subsequent contract is offered.

11.3 The qualifying service used to determine the amount of gratuity is based on the length of service since the initial appointment by AIG, or since a gratuity was paid, whichever is the shorter. Service includes all time when the employee is under contract to AIG but excludes any periods of unpaid leave other than those caused by passage delay.

11.4 If AIG terminates the contract on the grounds of misconduct or unsatisfactory performance no gratuity will accrue for the current contract period.

11.5 If the contract is not completed for other reasons, the gratuity will be calculated up to the last day of service.

11.6 A gratuity may be taken at the end of the first contract, or series of contracts. The level of gratuity is dependent upon the continuous length of service on contract.

11.7 Gratuities are calculated according to the following formulae:

- (a) If the length of service is 30 years or more then the gratuity is calculated at the rate of one month's pay for each complete year of service.
- (b) If the length of service is less than 30 years, but greater than or equal to 15 years, then the rate of gratuity is 0.75 of a month's pay for each complete year of service.
- (c) If the length of service is less than 15 years then the rate of gratuity is 0.5 month's pay for each complete year of service.

11.8 Service will be deemed to be continuous for gratuity purposes whenever an employee's contract is renewed.

11.9 Gratuities for single and married status employees are calculated on the

employee's rate of pay as determined in the Contract of Employment plus the value of the Single Food Allowance current at the date of termination.

11.10 Gratuities for household status employees are based only on the employee's basic rate of pay at the date of termination.

11.11 If an employee takes up a new contract for a lesser paid job, the accrued gratuity for the previous job will be paid immediately.

11.12 Service prior to the age of 18 is not allowable for gratuity purposes.

11.13 In the event of death in service the gratuity will be paid to the deceased employee's estate.

## **12. PASSAGES**

12.1 All air and sea bookings for AIG-funded passages will be made by AIG.

### Start and End of Contract Passage

12.2 AIG will pay the cost of the following passages:

- (a) At the commencement of the contract, the passage to Ascension from the prescribed port of departure (airport or seaport) in the country of recruitment/residence for the employee and eligible dependants. Reasonable (i.e. standard class) public transport charges from the employee's usual place of residence to the air or sea port of departure will also be refunded on production of receipts from the commercial provider (e.g., train or bus company);
- (b) On completion of the contract, the passage from Ascension back to the prescribed port of arrival (airport or seaport) in the country of recruitment/residence for the employee and eligible dependants. Reasonable public transport charges from the port of arrival to the employee's usual place of residence will also be refunded on production of receipts from the commercial provider (e.g., train or bus company);
- (c) Except for urgent compassionate reasons, the termination of a contract by the employee within the first six months of a contract will result in the employee being required to refund to AIG the costs of his/her passage to Ascension and that of any dependants and where applicable the costs of any mid-term passage taken within the first 6 months.

### Mid-Term Passage

12.3 For a contract for a fixed term of two years, one return fare paid leave passage to the usual port of entry (airport or seaport) in the country of recruitment/residence for the employee and each eligible dependant will be provided during the contract period as follows:

- (a) The employee's eligible dependants may choose to take their passages at a different time from the employee. However, the qualification period to retain accompanied status must be observed;

- (b) AIG will pay for only one return passage for leave purposes per contract. All other passage costs are the responsibility of the employee;
- (c) Employees must obtain written agreement from their line manager to take leave before making an application for a fare-paid leave passage.

12.4 An employee may choose to take a leave or end of contract passage to another destination but AIG will only pay up to the cost of a passage to the usual port of entry (airport or seaport) to the country of recruitment/residence.

Right to forfeit mid-term passage.

12.5 An employee may choose to remain on Ascension for the purposes of annual leave and forfeit the return fare mid-term passage. In so doing the employee will be entitled to a tax free payment to the value of 50% of the forfeited return fare passage provided in 12.3.

**13. BAGGAGE**

13.1 On initial appointment and on final return to the country of recruitment/residence AIG will reimburse the employee for the following baggage costs for goods sent by sea:

- |   |                  |
|---|------------------|
| (a) For the employee                              | 3.0 cubic metres |
| (b) For a spouse or partner under Section 1.1(a)  | 1.7 cubic metres |
| (c) For each dependent child under Section 1.1(b) | 0.6 cubic metres |

All allowances are exclusive of crating.

13.2 AIG will pay door to door costs including packing, collection, loading/unloading, despatch and carriage charges at embarkation and destination only for the amount of baggage noted in Section 13.1.

13.3 Employees are responsible for arranging the preparation and conveyance of their personal effects to Ascension. Employees must submit quotes for authorisation by the Human Resources Adviser, or, in the case of employees recruited from St Helena and travelling by sea, the reasonable costs of conveying the effects to the quayside by taxi or other means will be reimbursed on production of receipts.

13.4 AIG will make the arrangements for the return shipment of employees' effects on final return to the country of recruitment/residence and will pay door to door costs as set out in 13.2 above.

13.5 The employee is responsible for any and all charges in respect of baggage in excess of the allowances in Section 13.1.

13.6 The allowances in Section 13.1 are applicable on first appointment only. For all subsequent contracts of employment AIG will pay for 0.6 cubic metres per eligible person. This will not affect the allowance on return to the country of

recruitment/residence which in no case may exceed the allowances set out in 13.1 above.

13.7 Employees recruited with a contract length of 12 months or less will be limited to the amount of baggage that the shipping company or the aircraft operator will accept as accompanied baggage.

13.8 In the event of termination of contract by an employee within the first six months of a contract the employee will be required to refund to AIG any costs incurred by AIG in respect of the employee's baggage and to pay for any return baggage costs to the place of recruitment/residence.

13.9 Household status employees have no entitlement in their own right under this section.

#### **14. BAGGAGE INSURANCE**

14.1 AIG will reimburse the employee, up to a maximum value (see below), for insurance on baggage carried at AIG's expense subject to the following:

- (a) The insurance must be arranged by the employee and quotes submitted in advance for approval by AIG;
- (b) A copy of the full list of items to be carried, together with their insured values, must be provided to AIG before travel commences;
- (c) The current maximum insurance values (which may be varied from time to time) for goods sent by sea are:
  - (i) For Accompanied Status - £10,000;
  - (ii) For Single Status - £6,000.

14.2 Insurance coverage above these values is the responsibility of the employee.

#### **15. CARRIAGE OF PERSONAL TRANSPORT**

##### Qualifying Employees

15.1 For the purposes of this paragraph a qualifying employee is an employee who is not entitled to the private use of an official AIG vehicle under the terms and conditions of their employment.

15.2 For qualifying employees who have not had an employment contract with AIG in the last 24 months and are on a fixed term contract of two years; AIG will pay for the shipment of one vehicle, which is owned either by the employee or by the accompanying dependant, from the UK or St. Helena (see also Section 15.3) subject to the following conditions:

- (a) The maximum size of a vehicle for which AIG will reimburse the shipping costs should not exceed 14 cubic metres. The employee will be responsible for paying the excess freight charges in respect of a vehicle which is larger than 14 cubic metres;
- (b) The vehicle must be owned by and insured in the name of the employee or accompanying dependant as defined in category 1.1(a);

- (c) The vehicle must comply with Ascension Road Traffic legislation for road use;
- (d) The vehicle does not run on petrol;
- (e) The major user of the vehicle must be the employee or their dependant as defined in category 1(1) (a);
- (f) The vehicle must not be sold or otherwise disposed of (unless completely written off by insurance provider) for 12 months after the date of delivery to Ascension. If the vehicle is sold or otherwise disposed of (unless completely written off by insurance provider) within 12 months of the date of its arrival on Ascension the employee will be required to refund to AIG the full cost of shipping the vehicle to Ascension;
- (g) AIG will not accept any responsibility for loss or damage to motor vehicles while in transit. The employee is responsible for the cost of any insurance policy to cover loss or damage;
- (h) Only one vehicle per household will be subject to free carriage under this section (but see Section 15.3);
- (I) The employee is responsible for the costs of delivering the vehicle to the port of loading (usually Marchwood near Southampton or alternatively to Richard James Ltd in Bristol, in the UK and Jamestown in St Helena).

15.3 Qualifying Employees who have been in contracted employment with AIG for ten consecutive years will be entitled to free carriage to Ascension of another vehicle from the UK or St Helena, provided always that the period between vehicle importations to Ascension must be at least 10 years.

15.4 Vehicles may be imported from any country, subject to the proviso that AIG will only pay freight charges up to the cost of importing from the UK or St Helena.

15.5 Subject to 15.8, at the end of the employment contract in circumstances where the employee will not be returning to Ascension to take up employment or residence whether with AIG or another company, AIG will pay to ship a vehicle owned for a period of 6 months or more by a qualifying employee back to the country of recruitment/residence. AIG will not accept responsibility for loss or damage to vehicles while in transit. Carriage insurance charges are the responsibility of the qualifying employee.

15.6 In the event of the early termination of contract by a qualifying employee within the first six months of an initial two year contract, or of a contract to which Section 15.7 applies, the qualifying employee will be required to refund to AIG any costs incurred by AIG in respect of freight of the qualifying employee's vehicle and to pay for the cost of return freight to the place of recruitment/residence as required.

15.8 In the event of early termination of the contract of employment by the qualifying employee AIG will not be liable for the costs provided by 15.5 above.

## **16. LEAVE**

16.1 Employees are entitled to 30 working days paid leave per contract year, earned on a pro-rata basis (e.g., 2.5 days per month worked). At least 10 working days leave

must be taken in the first contract year or forfeited, unless it is genuinely impossible to take the leave for AIG operational reasons.

16.2 Leave taken during the contract year is subject to management permission, and operational requirements.

16.3 Subject to management permission, any leave remaining at the end of the first contract year, up to a maximum of 20 working days, may be carried forward to, and taken during the second contract year.

16.4 Any time taken off in excess of the prescribed allowance in any contract year will be classified as unpaid leave.

16.5 In exceptional circumstances where the employee is unable to take the full leave entitlement during any contract term due to operational requirements, the Administrator may authorise a maximum of 20 days leave to be converted to an equivalent cash payment at the end of the contract.

16.6 Employees are entitled to all official Ascension Island public holidays as paid leave.

## **17. SICK LEAVE**

17.1 If an employee is absent due to sickness or injury, the employee must notify his line manager either before the start of each working day where possible and no later than within the first hour of normal start time unless impossible or unreasonable for them to do so. Someone may telephone on an employee's behalf if they are unable to do so themselves. Employees must notify their line manager of the reason for their absence, the expected duration, and indicate when they are likely to return to work.

17.2 If an employee is unfit for work for less than 2 continuous days they must complete a self-certification form on the first day he/she returns to work. A maximum of 10 days of an employee's sick leave may be self-certified each contract year. Line Managers will monitor the extent of self-certified sick leave. The Senior Medical Officer may at his or her discretion require anyone to undergo a medical examination in the event of repeated absences.

17.3 If an employee is unfit for work for more than 2 continuous days, the employee must produce a medical certificate from a Medical Officer as soon as possible. Should the illness or injury require the employee to be off work for more than 1 month an updated medical certificate from the SMO must be produced for each consecutive month of absence.

17.4 AIG will continue to pay the employee their salary during any period of sick leave, provided they comply with the notification arrangements and have the relevant medical certification.

17.5 Should an employee need to care for a dependant or relative who has fallen sick, the employee will be required to take unpaid leave for the period of absence from work.

17.6 Subject to 17.7, AIG will hold open the job of any AIG employee;

- i) who is temporarily incapacitated on medical grounds for a maximum period of six months, or until the expiry of the employee's contract, whichever comes first; or
- ii) who has taken unpaid leave to look after a dependant or relative as provided by 17.4, for a maximum period of three months, or until the expiry of the employee's contract, whichever comes first.

17.7 AIG reserves the right to terminate an employee's contract where the period of absence from work is presenting operational difficulties.

## **18. MATERNITY/ADOPTION LEAVE**

18.1 An employee is entitled to a maximum of 18 weeks paid maternity leave. To qualify for maternity leave an employee must provide a certificate from a medical officer confirming the pregnancy.

18.2 The employee should notify her line manager as early as possible of her intention to take maternity leave.

18.3 The employee must give notice in writing at least 21 days before she intends to start her maternity leave. However maternity leave cannot commence any earlier than the 8<sup>th</sup> week before the "due date" (as confirmed by the midwife). The employee may work as far into the pregnancy as she wishes, subject to any health and safety concerns but must in any event and at the very latest, start her maternity leave on the birth date of the child.

18.4 Maternity leave is not sick leave. Should the employee fall sick during maternity leave she will not be granted sick leave unless by reason of sickness she is unable to resume duty at the end of her maternity leave.

18.5 As a health and safety measure to protect the new mother and child, the employee cannot return to work in the two weeks following the birth. These two weeks will count towards any maternity leave entitlement.

18.6 An employee adopting (an adopter) is also entitled to a maximum of 18 weeks paid maternity leave referred to as adoption leave.

18.7 An adopter is defined as a person who has been matched with a child for adoption, or, in the case of two employees having been matched jointly whichever one of them has elected to be the child's adopter for the purpose of taking adoption leave. The other employee will be able to take four weeks paternity leave.

18.8 Adopters must provide AIG with evidence of their entitlement to adoption leave in the form of written confirmation from the adoption agency (or other placement agency) detailing the name and address of the agency, the name and date of birth of the child, and the date on which the employee(s) was notified that they had been matched with the child, and the date on which the agency expects to place the child with the adopter.

18.9 An adopter may choose to start their adoption leave on the date on which the child is placed with them for adoption or on a date that is no more than 14 days before the date on which the child is expected to be placed with the adopter.

## **19. PATERNITY LEAVE**

19.1 If an employee's wife or partner is pregnant the employee will be entitled to four week's paid paternity leave, subject to certain conditions. In order to qualify for paternity leave the employee must have responsibility for the child's upbringing and be the child's biological father or the mother's husband or recognised partner.

19.2 The employee must take the leave before the child reaches six months of age.

19.3 The employee must give notice of his intention to take paternity leave at least 15 weeks before the date the baby is due and advise his Line Manager as early as possible when he would like the leave to start. This can be flexible.

19.4 Where an employee's wife or partner is an adopter the employee will be entitled to four weeks paid paternity leave. The employee may start their paternity leave no more than 14 days before the date on which the child is expected to be placed with the adopter and no later than six months after the placement date.

## **20. COMPASSIONATE LEAVE**

20.1 AIG shall permit an employee to take up to 10 working days' leave, with pay, following the death or critical illness of a close relative.

20.2 Close relative includes the mother or father; step-parents; husband or wife; partner; son or daughter; or brother or sister; or grandchild of the employee.

20.3 All applications for compassionate leave must be made in writing through the employee's Line Manager. In the case of critical illness the employee must provide written confirmation from the doctor treating the close relative that the presence of the employee is essential for the well-being of the relative.

20.4 When the compassionate leave is to be taken outside Ascension, AIG will pay the return passage of the employee and 50% of the return passage for dependants.

20.5 Any leave granted in excess of the 10 working days compassionate leave will be without pay.

20.6 If an employee requires additional leave due to critical illness or death of someone other than a close relative as set out in 20.2 above, or for other good reason, application may be made in writing to the respective Director with written evidence in support. AIG may at its discretion authorise such additional leave, which in exceptional circumstances may include up to 10 working days' pay as compassionate leave. In all such cases the employee and dependants will not be entitled to payment towards passages.

## **21. DEATH IN SERVICE**

21.1 All employees will be included on AIG's Death in Service insurance.

21.2 Subject to practicalities, the mortal remains of employees and dependants will be repatriated to their home country or place of recruitment at AIG expense.

21.3 Death in Service benefit will be paid into a deceased employee's estate according to the following formula: employee's gross annual salary x 2 = benefit.

## **22. DEDUCTIONS FROM SALARY FOR DEBTS OWED**

22.1 If an employee is for any reason indebted to AIG for any amount then AIG shall be entitled to make deductions towards the discharge of that liability from salary or from any other funds payable from AIG to the employee.

22.2 Where a debt is disputed, written notification of the dispute with reasons must be given by the employee to the Director of Resources, within one week of being notified of the debt, who will postpone recovery of the debt until the Director of Resources has enquired into the matter and either confirmed the debt or adjusted it in writing. In the event that the employee is about to leave Ascension, recovery of the debt will not be postponed and it will become immediately payable. This will not affect the employee's right to dispute the debt on return to Ascension or through legal proceedings.

## **23. GIFTS AND HOSPITALITY**

23.1 Employees must be impartial and be seen to be impartial in carrying out their official duties and therefore must not accept rewards/gifts from third parties for their official duties whether in the form of money, goods, services or other personal benefits (hospitality) that might in any circumstances be thought to influence their judgment or where to do so could bring discredit upon AIG.

23.2 Employees must not seek to influence another employee or third party by giving such rewards/ gifts as inducement to encourage another employee or third party to favour the employee.

23.3 This provision applies not only to the employees but also to their dependants and employees may be held responsible for gifts made or received by their dependants in contravention of the spirit of this provision.

23.4 Any employee who receives business related rewards/gifts or hospitality must report it to the Director of Resources.

23.5 Breaches of the provisions of this Section could amount to gross misconduct and lead to disciplinary action including summary dismissal.

## **24. CONFIDENTIALITY**

24.1 You shall not, except as authorised by AIG or required to by your duties under your employment contract, use for your own benefit or gain or divulge to any persons, firm, company or other organisation whatsoever any confidential information belonging

to AIG or relating to its affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may subsequently come into the public domain other than in breach of this clause.

24.2 All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and other papers including private notes concerning AIG and all copies and extracts of them made or acquired by the employee in the course of their employment are the property of AIG and the employee shall:

- Use them only for the purposes of AIG;
- Keep them on AIG's premises and not remove them without the Line Manager's proper lawful consent;
- Return them to AIG on demand at any time; and
- Return them to AIG without demand on termination of employment; and
- Remove them immediately on AIG's written demand from any computer or computer readable receiver in their use, ownership or control.

24.3 Breaches of the provisions of this section could amount to gross misconduct and lead to disciplinary action including summary dismissal.

## **25. GENERAL PROVISIONS**

25.1 AIG will not tolerate harassment or bullying in the workplace and has an established policy to address such behaviour.

25.2 Employees must notify the HR Manager of any other formal employment or work undertaken by the employee whether voluntary or paid.

25.3 Employees must devote the whole of their time, attention and skill in their working hours to the business and interests of AIG in a proper and efficient manner and use their best endeavours to develop, maintain and extend that business and act loyally and faithfully to AIG.

25.4 During AIG working hours, AIG employees may not directly or indirectly carry on or assist in carrying on or be employed, or engaged in any other non-AIG business or work paid or unpaid of any kind.

25.5 Employees must not use or otherwise turn to their advantage any knowledge of or connection with any of the customers of or suppliers to AIG so as to take any direct or indirect advantage of the business and other connections of AIG except for its advantage.

25.6 Breaches of the provisions of this section could amount to gross misconduct and lead to disciplinary action including summary dismissal.