

# **Integrating Ireland – The Immigrant Network**



## **Employment Policy**

**November 13<sup>th</sup>, 2008**

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# **1. INTRODUCTION & CONTEXT**

## **1.1 PURPOSE**

This Employment Policy is formulated to set out working conditions, benefits, and policies affecting employment by Integrating Ireland. The information contained herein applies to all Integrating Ireland employees and the employer's duties and obligations towards them.

However, nothing in this handbook should prevent the processing of complaints through the relevant statutory body, agency or regulator.

Employees are responsible for reading, understanding, and complying with the provisions of this employment policy. Integrating Ireland's objective in setting them out is to provide a positive and safe work environment that is free from Discrimination and Harassment. We will be required to regularly review our policies and procedures at a minimum annually, to keep abreast of new legislation, changes in best practice, issues raised by staff and other relevant developments.

## **1.2 UNION RECOGNITION**

Integrating Ireland recognises the right of all its employees to become members of a union, and indeed encourages staff to do so. Integrating Ireland, upon instruction from the respective employee, will deduct at source the tax deductible union contributions and remit these to the relevant union on a monthly basis.

When the need arises, union members are permitted to meet during working hours, up to a maximum of one hour per meeting, on days agreed in advance with the Director. Members of the Union Committee will be given reasonable time during working hours to meet more frequently and to attend training relevant to their committee roles.

## **1.3 COMMUNICATION WITH STAFF**

Good, open communication is essential to providing a healthy work environment of mutual understanding and confidence. Integrating Ireland is committed to advance consultation on all work related issues. Staff meetings are held on a regular basis and are a mechanism to gather information on specific developments, for staff to contribute ideas and participate in decision making within the Organisation.

For a quick and easy solution to general issues an open door policy allows reasonable access to senior management to discuss work related issues in an informal setting and provides the opportunity to seek information or raise issues outside of the formal procedures. In addition to the above, notice boards, email, memos and circulars may also be used to keep staff informed on matters that are relevant to them.

One to One meetings give staff the opportunity to meet with their line manager to exchange information regarding their work and progress. While meetings may be initiated by the employee, it is the responsibility of the manager to ensure they are happening regularly, and at a minimum of once every six weeks. The agenda for such meetings will be agreed in advance.

## **2. RECRUITMENT, SELECTION & CONTRACTS**

### **2.1 RECRUITMENT & SELECTION PROCEDURES**

#### **2.1.1 Overview**

The focus of Integrating Ireland's Recruitment and Selection process will be on getting the best person for the job while also ensuring existing staff are given opportunities for promotion and career development. Integrating Ireland aims to operate an effective and objective process that is designed to "best practice" guidelines in order to be fair and comply with the relevant legislation.

Integrating Ireland is committed to equal opportunity of employment and all employment decisions will be based on merit, qualifications and abilities. The Organisation pledges itself to uphold the principles of Equality and Diversity at all stages in this process. It is essential that the Recruitment & Selection procedures are fair, rigorous and transparent. Equality of Opportunity will also include accommodating where possible the special needs of individuals to facilitate their participation in the Recruitment & Selection process.

It is recognised that the creation of a new job/position is likely to have an impact on existing positions within the Organisation. Integrating Ireland will ensure that the impact of such change is recognised by discussing this with employees who are directly affected, and by addressing the likely affects.

#### **2.1.2 Setting Criteria**

The identification of the criteria or competencies required to fulfil a position is the crucial starting point of any recruitment or selection process. In order to develop clear, job-relevant selection criteria, a detailed analysis of the job requirements must be conducted. The job analysis should result in a job description and a person specification profile for the position. This written document will form the basis of the selection process and the benchmark against which candidates are assessed. It is very important to have a distinction between essential and desirable criteria. Following an initial drafting of the criteria, they should be double checked by staff and union representative. Integrating Ireland will ensure that Job Descriptions and Person Specifications are in place before the commencement of the Recruitment process.

In writing or reviewing a job description for a new or existing position the following broad principles should be borne in mind:

- A job description describes the job, not the person in it
- Describe what the job will be and what the post holder will do now and in the future
- Describe the major tasks of the job
- Allow sufficient flexibility for the allocation of relevant new duties
- A job description must not be discriminatory on any of the nine grounds specified in Equality Legislation

Selection will be on merit and those who are successful shall demonstrate their suitability for appointment according to pre-determined job-related selection criteria which will be consistently applied throughout the recruitment process.

#### **2.1.3 Advertising**

Where a need arises to fill a current or new position in Integrating Ireland, in the first instance the position will be advertised internally, with a view to maximising staff retention and

promoting opportunities for internal promotion and career development. It is the responsibility of the Director to ensure that all staff are informed of the upcoming position in good time, including for example those on annual or maternity leave. All internal applicants will be given the opportunity to attend for interview. In the event that there is no internal application within two weeks or if no internal applicant is successful at interview the position may then be advertised externally.

Following the above procedure, Integrating Ireland will ensure that advertisements for jobs will signal that candidates from all nine grounds named in the Equality Legislation are welcome to apply.

An advert that has been found to discriminate can be referred to the High Court or Circuit Court by the Equality Authority. Failure to indicate that a position is not open to all could be taken as an attempt to discriminate. Once a decision to advertise externally has been made, Integrating Ireland has a commitment to openly advertising career opportunities as part of its strategy of attracting top quality staff. Integrating Ireland recognises that there is a need to think strategically about the various communication channels used to reach target groups identified under the grounds and will ensure that no one group is advantaged or disadvantaged by the campaign. All posts will normally be open to flexible working arrangements unless there are exceptional reasons preventing this. Applications for flexible working arrangements will be treated on a case-by-case basis.

#### **2.1.4 Reviewing Applications & Short listing**

As mentioned above all internal applicants will be invited to attend for interview. However, Integrating Ireland may wish to short-list external applications, based on their written applications but in so doing the Organisation will ensure that they are short-listed objectively and fairly according to criteria. Each application will be assessed in the same way, using clear sifting guidelines and a rating system. The guidelines and rating system will assess how well the applicant meets the criteria. The rationale for accepting or rejecting a candidate should be recorded, in line with pre-defined criteria.

#### **2.1.5 Interviewing**

Integrating Ireland recognises that interviews should focus on a candidate's skills, talents, qualifications and capabilities for a particular job or occupation. Integrating Ireland will use panel interviews that reflect diversity and ensure that records will be kept of all interviews conducted. The following two key elements will be adhered to:

(1) The interview panel will consist of interviewers who know how to:

- Structure an interview
- Put a candidate at ease
- Document an interview
- Identify what information they require and how to get it

(2) The structure and content of the interview will be focussed and relevant:

At the start of each interview the chairperson of the panel should introduce each applicant to the other panel members, explain the purpose and structure of the interview and indicate that panel members may take notes. No questions in relation to any of the nine protected grounds will be permitted. For example, questions regarding the following will be avoided:

- Childcare
- Ability to cope with a dependant and the job
- How an individual would feel working with mainly men or women
- Whether they would find it easy to settle in because of being the only person of a particular group e.g. older person, person with disability, non-Irish national, etc.

Furthermore, Integrating Ireland will ensure that:

- Interviews will be structured around the selection criteria
- Decisions / ratings are made after, not during the interview
- Notes are taken throughout the interview and kept on file for at least six months
- A record of how a candidate has been selected by an interview panel is kept to demonstrate and establish the objectivity of the process
- Interviewers award marks against objective criteria and keep these records
- In the case of non-EEA applicants, selection will be without discrimination if a candidate is in a position to be supported to obtain or maintain legal status to work and provided this is in line with the relevant legislation. Timely reviews of relevant employment legislation concerning both EEA and non-EEA personnel will ensure the interview panel is adequately informed in this regard.

## **2.2 APPOINTMENTS, LEGAL STATUS AND PROBATION**

All new employees will be issued with a contract of employment containing a statement of the terms and conditions of their employment.

Integrating Ireland will monitor relevant and emerging employment legislation (such as the Employment Permit Acts 2003 & 2006) and undertake steps necessary to ensure that a non-EEA employee's legal status for work is maintained and that the employee is supported to meet State regulations regarding employment and residency/ permission to remain. The employee and Integrating Ireland will be proactive in submitting applications for necessary permits and/or authorisations; they shall proceed on such matters in a timely manner to avoid any gap being created in an employee's documentation, mindful of current queues and delays in some Government Departments.

New employees are subject to a six month probationary period unless exceptional circumstances exist, in which case the probationary period will be clearly stated in their contract of employment. For example, employees hired to undertake specific, short-term pieces of work (the duration of which is expected to be less than 12 months) may be offered shorter probationary periods.

During the probationary period every effort will be made to ensure that the new employee receives adequate induction, training and support to complete their probationary period successfully. Two reviews will take place during this period, the first at the mid-point and the final at the end of the probationary period. Successful completion of the probation will be confirmed to the employee during the final review. If, however after reviews it is found that an employee's performance and behaviour does not meet the required standards, Integrating Ireland will have the right to extend the probationary period.

## **2.3 INDUCTION**

Integrating Ireland is committed carrying out and completing a formal induction process with all new staff within six weeks of them commencing employment. Copies of all presentations

and policies/ procedures covered in the induction will be included in an induction pack to be given to the new employee this period.

Responsibility for arranging the induction process will lie with the Operational Coordinator and line manager, and will include the following:

- Formal summary presentation of all Integrating Ireland policies and procedures
- Formal summary presentation on Integrating Ireland's history and current strategic plan
- Health & Safety, Equality and Bullying & Harassment training sessions
- Brief presentation on the role of the union by a staff union committee member
- Discussions with Director regarding the Organisation's modus operandii, operational culture and typical internal and external working relationships
- Discussions with line manager (a) to explain probation review process and to set diary dates for both reviews; and (b) to agree on work priorities, short and long term goals and clarify expectations of the new employee.
- Brief one-to-one discussions with all staff concerning their respective roles and areas of work, particularly as they relate to the new employ's role.

## **2.4 PERMANENCY**

Integrating Ireland will endeavour to retain and offer permanent employment to its employees. However, it is noted that at present many staff are employed on the basis of fixed-term contracts. In accordance with the Protection of Employees (Fixed Term Work) Act 2003, such employees who remain with Integrating Ireland for a period of not more than four years and/or who complete two fixed-term contracts will be offered permanent positions immediately thereafter.

## **2.5 TEMPORARY POSITIONS**

Some positions offered by Integrating Ireland are temporary in nature, such as cover for maternity leave for example. Such posts will follow normal recruitment and selection procedures, as outlined above in section 2.1. However, it is also recognised that, in certain cases, such temporary employment provides good opportunities for career development or progression into more permanent employment.

## **2.6 EQUALITY OF OPPORTUNITY**

### **2.6.1 Purpose**

Integrating Ireland is an Equal Opportunities Employer and will continue to foster a genuine culture of equality. As such it is committed to equality of opportunity for existing and potential employees. The purpose of this Equal Opportunity / Diversity Policy is to create a workplace which provides for equal opportunities for all staff and potential staff and where their dignity is protected and respected at all times. All persons regardless of gender, marital status, family status, ethnicity, religious beliefs, sexual orientation, disability, age or being a member of the Travelling Community will be provided with equality of access to employment and also encouraged and assisted to achieve their full potential. While ensuring equality of access to employment for all, Integrating Ireland will also strive to encourage members from migrant communities to avail of opportunities for employment with the Organisation.

It is the aim of Integrating Ireland to ensure that no job applicant or employee receives less favourable treatment on any grounds which cannot be shown to be justified. This applies to Recruitment and Selection, Training, Promotion, Pay and Employee Benefits, Employee Grievances and Discipline Procedures and all Terms and Conditions of Employment.

## **2.6.2 Responsibilities**

The responsibility for ensuring the provision of Equality of Opportunity rests primarily with Integrating Ireland as an employer. Managers and supervisors have particular responsibility to engender respect for difference and to accommodate diversity where appropriate. All staff have an important role to play in ensuring Equality of Opportunity throughout the Organisation. It is also recognised that individual employees on behalf of Integrating Ireland have responsibilities in law and are:

- Required to co-operate with any measures introduced by the Organisation to promote equal opportunities
- Must not themselves, either directly or indirectly, discriminate against fellow employees or harass or intimidate them in any way

Integrating Ireland is committed to identifying and resourcing an Equality Officer including training and agreement regarding work time allocated to this duty who is responsible for ensuring that appropriate arrangements are in place for the following:

- The effective implementation, monitoring and review of equality issues
- The communication of equality policies at every level within the Organisation in a range of formats through various media
- A periodic “Equality Review”, which would result in an appropriate action plan and maintain a monitoring system on foot of any issues that arise

## **2.7 PROMOTION**

All categories of staff will be encouraged to prepare, plan and consider themselves for promotion. Conditions governing access to promotion will not discriminate, directly or indirectly, on any of the nine grounds and will be subject to the Recruitment and Selection Procedures for internal candidates as outlined above in Section 2.1.

## **2.8 TERMINATION OF EMPLOYMENT & REDUNDANCY**

### **2.8.1 Duration of Notice**

In the event of termination of employment a staff member will be entitled to give or receive notice in writing in line with that allowed for in relevant legislation and not less than 4 weeks.

Where a greater period of notice than the legal minimum has been specified in an individual contract, then the contract terms apply. Where it is mutually agreed, a lesser period of notice may be given, but within the confines of the Minimum Notice and Terms of Employment Act (1973, 1991). In exceptional circumstances (e.g. in the event of gross misconduct), but within the terms of the disciplinary procedure, notice will not be given. In such circumstances, pay in lieu of notice may be given.

### **2.8.2 Procedures**

Integrating Ireland aims to maintain security of employment for all its employees. It will plan and organise its workforce requirements, in line with its Strategic Plan and funding. However from time to time it may be necessary to reduce the number of people employed or hours of work (due to a reduction in funding for example). Any reduction will be brought about as fairly as possible and with prior consultation and agreement with employees and their representatives. This process will be undertaken in agreement between the Board, management, staff and trade union representatives, in accordance with the guidelines below:

- A review of staffing needs over a six-month period
- In the first instance the Organisation may offer voluntary redundancies. Criteria for selection would be based on the retention of key skills and experience.
- Restrictions on recruitment in the area concerned to allow for natural turnover or a restriction on any recruitment in the Organisation for an agreed period of time
- Transfer or re-training to other areas or positions where it is economically and practically possible
- In the situation of a funding crisis, options of reduced time, unpaid leave or other such action will be explored with agreement of staff.

In the event of a compulsory redundancy Integrating Ireland will discuss and agree upon selection criteria and implement an agreed redundancy process. In this regard, the Organisation will not only abide by the relevant legislation (Redundancy Payments Act 1967-2003 and Protection of Employment Act, 1977 as amended), but will seek to adequately recognise the service and commitment shown by staff up to that point by making efforts to present a recommendation to the Board in relation to the formula of an ex-gratia payment which will be in accordance with service. This will be subject to funding and approval by the Board.

Support will be offered to staff members who have been made redundant in finding new employment opportunities and time off for job search and interviews will be provided. Assistance with matters in relation to tax, social welfare and pensions will also be available.

Upon departure, the staff member will receive all payment due to her/him, including accrued annual leave and any pension entitlements which will be transferred in accordance with the terms of the pension fund.

### **3. WORKING CONDITIONS**

#### **3.1 WORKING HOURS**

Normal hours of work will be from 9:00am – 5:00pm, Monday to Friday, with one hour for lunch. Employees may be required, only by prior agreement, to work such additional time deemed necessary to complete certain responsibilities. The time worked by employees will be recorded on a standard monthly time sheet by each member of staff. The time sheets should be completed by staff on an on-going basis and signed off by their line manager and the Director by the 5<sup>th</sup> day of the following month. The Operations Coordinator will maintain the records on time owed to staff. All staff will have access to their own records.

#### **3.2 TIME OFF IN LIEU (TOIL)**

Work done outside the standard office hours such as evenings (after 5pm), mornings (before 9am), Saturdays, Sundays and bank holidays can be reclaimed as “time off in lieu” where these are deemed necessary for the completion of staff role. In the case of part-time staff, work done outside of agreed working hours can also be claimed as “time off in lieu”.

TOIL is to be calculated as follows:

- Evening and Saturdays work - hour for hour (see below).
- Sundays and all Public Holidays worked – double time.

Time off in lieu is allowed for:

- Work-related attendance in the evening or the weekend, for example at group meetings
- Hours worked between end of normal working hours and the start time of any evening meeting.
- Actual course input time (i.e. excluding evening functions or field visits) plus travel to and from training venues for short-term training courses deemed necessary for work.
- Time spent as an accredited representative of Integrating Ireland at an external event by agreement in advance with the Director.
- Attendance at sessions of the AGM, National Fora, Regional Meetings and the member’s planning weekend by agreement in advance with the Director.
- Time spent travelling to/from meetings that are not in the office (or equivalent for RDO’s) which result in more than the rostered seven hours per day.
- Time worked by operations staff working after standard working hours or at weekends, as necessary and by agreement with their line manager.
- Time spent on office work will only be sanctioned for time off in lieu following agreement in advance with the Director or line manager.

In principle, all such work done outside standard or agreed hours will be done on the basis of prior agreement with the Director or line manager or an appropriate alternative if the latter is unavailable. Exceptions may be made in instances where unexpected urgent work needs to be done provided the line manager is informed retrospectively as soon as is practicably possible.

Time off in lieu will be calculated at the end of a calendar month when timesheets are submitted. Any time off in lieu accumulated in one calendar month, must be taken within the following calendar month on the basis of prior agreement with the line manager. Time off in lieu which is not taken within the following calendar month will be forfeited, unless an alternative arrangement is agreed in advance with the Director.

Senior staff, i.e. those at the level of coordinator or above, are not part of this process and cannot claim time-off-in-lieu. However, where senior staff members are involved in consistent and continual additional work that results in them working beyond their normal rostered hours, this can be discussed with the Director. In exceptional circumstances, the Director may sanction the temporary application of the TOIL process to the concerned senior staff member for a specified period of time. In addition, where senior staff are required to work on a Saturday, Sunday or Public Holiday they will automatically be entitled to claim one day off in lieu to compensate for this, in line with the normal TOIL process.

### **3.3 FLEXIBLE WORKING PRACTICES**

#### **3.3.1 Overview**

Integrating Ireland's management style is based on the need for flexibility of operations dictated by a rapidly changing society. It is also based on our beliefs that our people are honest and trustworthy and should be treated with respect and confidence. Flexibility is the key to providing and maintaining the success of the Organisation, and to ensuring that the service is relevant to the needs of network members. It is imperative that a genuine culture of co-operation and flexibility exists between management and staff. Work demands may lead to a need to change the way work is organised and more flexibility may be required regarding cross-functional team-working and reporting relationships. Changes will be agreed in advance.

#### **3.3.2 Flexi-Time Policy**

Integrating Ireland operates a flexi-time policy where starting and finishing times can be varied to suit an employees needs and in recognition of evening work required for some roles within the Organisation. This policy is subject to the requirement that effective working is maintained within the Organisation.

The following are the basic rules which apply:

- Standard working hours are 9:00am – 5:00pm, Monday – Friday, with a one-hour lunch break from 1:00 – 2:00pm. (i.e. total hours remain the same at 35 hours per week for full-time employees or as agreed in advance with part-time employees).
- Occasional variation from these standard hours is allowed where for example a staff member is required to attend evening meetings. However, where such variation occurs on a regular basis this should be discussed and agreed in advance with the line manager.
- Staffing Cover: Sufficient staffing cover should be maintained to ensure work is complete and to ensure that the reception and phone system is covered at all times in the Dublin Office during standard working hours.
- The accounting period is the calendar month. At the end of each month the number of hours worked is totalled and any surplus balance is carried forward into the next calendar month, in line with the Time-off-in-lieu policy outlined in Section 3.2.
- Termination of Employment: Any surplus balance of hours must be taken prior to the final day worked as additional salary will not be paid for surplus hours, unless otherwise agreed in advance with the Director.

#### **3.3.3 Working from Home**

Staff may work from home for a defined period each week as agreed with their line manager and as appropriate to their role. Those who wish to work from home should do so on a regular, predictable basis insofar as this is possible. Staff working from home should be

available for standard working hours (9am to 5pm), or for the agreed working hours in the case of part-time staff. In cases where a routine is changed the line manager should be notified a week in advance in writing if possible. However, a flexible approach can be used at the discretion of management.

### **3.3.4 Other Flexible Practices**

Every effort will be made to facilitate staff who request a move to flexible working practices. The following examples of flexible practices can be considered and discussed, without excluding other possibilities which may also arise:

- Secondment for an agreed period of time (see section 3.4.11)
- Part-time working
- Job-sharing
- Job-splitting
- Lateral mobility

## **3.4 HOLIDAYS & LEAVE**

### **3.4.1 Annual Leave**

Integrating Ireland's annual leave year starts on 1<sup>st</sup> September and finishes on 31<sup>st</sup> August. Annual leave for full-time staff is at minimum 24 days per 12 months worked during this period on a pro rata basis. Staff will be entitled to such days off as may from time to time be designated public holidays, as well as Good Friday and at the Director's discretion any additional days given over religious holidays as observed by individual staff.

Annual leave will be as per the Organisation of Working Time Act 1997. The Director has the discretion to nominate 3 working days in each calendar year, upon which employees will be required to take a day's holiday. Generally these nominated days fall during the Christmas shut down period. Employees will be given reasonable notice of any shut down periods. The nominated days are normally set by the Director at the beginning of the calendar year.

Holidays must be taken in the annual leave year in which they are due. However, an employee may be allowed to carry over a maximum of five days into the following calendar year in consultation and agreement with their line manager and the Director. In recognition of the diversity of the current Integrating Ireland work-force, every effort will be made to accommodate requests to take annual leave on days of particular significance to respective employees.

Employees are also entitled to nine public holidays per year. These days are as follows:

1. New Years Day
2. St Patrick's Day
3. Easter Monday
4. May Bank Holiday
5. June Bank Holiday
6. August Bank Holiday
7. October Bank Holiday
8. Christmas Day
9. St. Stephens Day

Scheduled holidays are agreed between line manager and employee, subject to the work needs of the Organisation.

### **3.4.2 Sick Leave**

Employees are allowed up to 3 consecutive uncertified sick days for which they will be paid. Employees absent from work without prior permission must notify their line manager (or an appropriate alternative if the latter is unavailable) within two hours of their scheduled starting time. All absences other than illness, compassionate, annual or written leave-of-absence approved by management, may be subject to disciplinary action in accordance with the procedures outlined. An employee absent through illness or injury for more than three consecutive working days must provide a doctor's certificate not later than the third day of absence. This certificate must cover the period of illness and contain a declaration of the likely duration of same. Integrating Ireland provides full pay for the first thirteen weeks of absence due to illness where such illness is certified by a doctor and employees are required to claim and remit to the employer any social welfare payments due during this period when they are on sick pay. If any employee who falls sick during a period of annual leave, produces at the time, a doctors statement to the effect that she/he is unfit for work, the period of her/his sickness will be treated as sick leave, and not annual leave.

### **3.4.3 Maternity Leave**

Arrangements for maternity leave will be in accordance with the provisions of the Maternity Protection Acts 1994 & 2004. A pregnant employee is entitled to 26 weeks paid maternity leave around the time of birth of the child and an additional unpaid leave period up to a maximum of 16 weeks, following consultation with management. It is important that, of the 26 weeks, at least 2 weeks should be taken before the end of the week in which the baby is due, and 4 weeks after that date. The remaining 20 weeks may be taken before or after the birth. Integrating Ireland must be given at least 4 weeks notice in writing of an intention to take maternity leave combined with a medical certificate confirming the expected week of the birth of the baby. If the employee wishes to take additional unpaid maternity leave, this must be confirmed in writing 4 weeks before the end of the original maternity leave period.

The employee is also entitled to paid time off for medical or related ante-natal and post-natal care, including the full course of pre-natal classes if these have not been attended before. Integrating Ireland requests at least 2 weeks notice of such appointments. Medical evidence of these appointments may be requested.

During maternity leave, the employee's rights such as annual leave are preserved and continue to accrue as if you were not absent from work. Maternity leave is granted irrespective of a person's sick leave record and does not count as sick leave. During additional maternity leave an employee's absence from work will count for all employment rights associated with the employment (except for remuneration and superannuation benefits) such as seniority. If the employee comes upon promotion during maternity leave she will be promoted from the relevant date.

While on maternity leave an Employee will normally be entitled to Maternity pay from the department of Social and Family Affairs for the 26 weeks maternity leave, depending on meeting certain PRSI eligibility criteria. Applications should be made at least 10 weeks prior to the expected birth of the child. Integrating Ireland will pay full salary, less Social Welfare benefits for this period of 26 weeks. Social welfare benefits are not payable during the optional additional 16 weeks maternity leave.

An employee, who is pregnant, has recently given birth or who is breastfeeding, will not be placed in any job that is a risk to her Health & Safety or that of her child. If such a risk exists the Organisation will remove the risk, re-assign the employee or place her on Health & Safety leave. There are two Breastfeeding Arrangements in place:

- Option 1 allows an Employee who is breastfeeding to reduce her hours by 1 hour per day (or the equivalent thereof for part-time employees) for the purposes of breastfeeding other than in the workplace.
- Option 2 allows an Employee who is breastfeeding, to work breaks equivalent to 1 hour per day (or the equivalent thereof for part-time employees) for the purposes of breastfeeding in the workplace.

The Organisation reserves the right to refuse payment for time-off to Employees where there is an abuse of this procedure, and any such abuses will be dealt with under the Disciplinary Procedure.

#### **3.4.4 Paternity Leave**

Fathers of newborn children are entitled to 15 days paid Paternity Leave, to be taken within 90 days of the birth. These days may be taken over one continuous period or spread over several weeks, as per an arrangement agreed with the line manager. Expectant fathers are also entitled to paid time off for the last two in the series of pre-natal classes if these have not been previously attended.

#### **3.4.5 Adoptive Leave**

The Organisation is committed to providing employees with the necessary support and leave to adoptive employees. Paid adoptive leave of 24 weeks is available to adoptive mothers and sole male adopters. The Social Welfare provides the payment of an adoptive leave allowance for employees taking statutory adoptive leave. In addition to the minimum period of adoptive leave, an employee may elect to take up to 16 weeks unpaid adoptive leave. During this period there is no entitlement to social welfare adoptive leave benefit.

An adopting mother or sole male adopter must notify the Organisation in writing of their intention to take Adoptive leave no later than 4 weeks of the expected date of placement, if you feel you can offer the date sooner, please do so. If you wish to take the additional adoptive leave of 16 weeks, you must inform the Organisation no later than 4 weeks before your expected return to work date.

The above adoptive leave entitlements, which are akin to Maternity Leave, are eligible to the designated “primary adopter”. The partner of the “primary adopter” is entitled to leave similar to that outlined above in 3.4.4 under Paternity Leave.

During Adoptive Leave, the employee’s rights such as annual leave are preserved and continue to accrue as if you were not absent from work. Adoptive leave is granted irrespective of a person’s sick leave record and does not count as sick leave. During additional adoptive leave an employee’s absence from work will count for all employment rights associated with the employment (except for remuneration and superannuation benefits) such as seniority. If the employee comes upon promotion during maternity leave she will be promoted from the relevant date. Integrating Ireland will pay full salary, less Social Welfare benefits for this Adoptive Leave period of 24 weeks.

### **3.4.6 Parental Leave**

Parental Leave provides for unpaid leave from work for parents to look after their young children to a maximum age of 8 years. All employees who have completed one year's continuous service on the date the parental leave is due to commence are entitled to 14 weeks unpaid Parental Leave. An employee must give written notice to the Organisation of their intention to take Parental Leave, not later than 6 weeks before the commencement of the leave. Employees may be required to provide evidence of his or her entitlement to parental leave. Once notification of the intention to take Parental Leave has been made, a confirmation document must be prepared which must include:

- The date on which the leave will commence
- The duration of the leave
- The manner in which the leave will be taken
- The signatures of employer and employee

Management may decide to postpone the parental leave, for up to 6 months, if satisfied that granting the leave would have a substantial adverse effect on the work of Integrating Ireland. Parental Leave may be terminated if there are reasonable grounds to believe that it is being used for a purpose other than taking care of the child concerned.

### **3.4.7 Force Majeure Leave**

Employees may avail of Force Majeure Leave with pay for unplanned, extreme and urgent family reasons, where an immediate family member suffers an illness or injury and the employee's immediate presence with the injured party is necessary. Force Majeure Leave is to a maximum of 3 days in a consecutive 12-month period and a maximum of 5 days in a 36 month period, unless otherwise extended at the discretion of management.

Family members are defined as:

- Child/Adoptive Child
- Spouse or Partner
- Brother/Sister
- Parent/ Parent-in-law
- Grandparent

Force Majeure Leave will only apply in cases where the employee's personal presence is necessary.

### **3.4.8 Carer's Leave**

Unpaid carer's leave will be granted in accordance with the terms and provisions of the Carer's Leave Act 2001. A care recipient will be considered a "relevant person" if they need continual supervision and frequent assistance throughout the day in connection with normal bodily functions or need continual supervision in order to avoid danger to themselves or others. Employees will be considered eligible to apply for carer's leave if:

- They have completed 12 months continuous employment with the Organisation
- The person they wish to look after is considered a "relevant person"
- The Employee will be providing full time care to the relevant person
- The Employee has provided the Organisation with a decision from a deciding officer from the Department of Social, Community and Family Affairs

The Department of Social, Community and Family Affairs will be responsible for ascertaining the validity of applications to avail of Carer's Leave. Unpaid leave will be taken in either one continuous period of 104 weeks, or one or more periods the total of which amounts to no more than 104 weeks.

An Employee who proposes to avail of Carer's Leave must give written notice that they will be taking leave not later than six weeks before the date they are due to leave. This notice must include:

- The proposal to take Carer's Leave
- The date when leave will commence
- The manner in which it is intended to take the leave
- Confirmation that an application has been made to the Department of Social, Community and Family Affairs that the person to be cared for is a "relevant person"

An Employee while on Carer's Leave will be regarded as still being in Employment and none of their rights relating to employment will be affected.

### **3.4.9 Compassionate Leave**

Compassionate Leave days are at the discretion of Integrating Ireland. In all cases of personal tragedy, please inform management who will help arrange your absence from work. You are allowed up to three days to attend to personal affairs following the death of an immediate family member, but extra days may be granted at the discretion of management where travel abroad is required. An immediate family member is defined as:

- Child/Adoptive Child
- Spouse or Partner
- Brother/Sister
- Parent/ Parent-in-law
- Grandparent

### **3.4.10 Career Break**

An employee may apply for a career break without pay provided they have worked in the Organisation for at least three years. The career break is generally for a minimum period of six months and a maximum of three years. An employee may also apply for subsequent career breaks provided the period of service between each career break is a minimum of three years. The granting of a career break is at the sole discretion of the Director, who will decide upon an application after full consultation with the applicant and their line manager. If a request is rejected, the applicant can appeal such a decision in line with the Grievance Procedure mechanism outlined in Section 6.2.

It is necessary for the employee to submit a written request to the Director at least 3 months before the commencement date, although special circumstances will be taken into account if this requirement cannot be met due to an opportunity or circumstances which are unforeseen. The employee must also provide at least 3 months written notice of his/her return to work. If the employee decides not to return to work or decides to apply for an extension of the career break (up to the maximum period of three years) s/he must inform the Director in writing at least three months in advance of the initial agreed date of his/her return to work .

A career break will not constitute a break in service for increment and pension purposes, but the period of the career break itself will be excluded from the calculation of service duration.

#### **3.4.11 Secondment**

Integrating Ireland recognises that under certain circumstances:

- Staff may be seconded from another organisation to work in this organisation;
- Staff from this organisation may be seconded to work with another organisation.

Secondment possibilities may be proposed by either the Director or an interested member of staff. The Director will interview and select staff for secondment to or from Integrating Ireland according to the Organisation's recruitment criteria and Equality of Opportunity Policy, as outlined in Section 2.6. All staff within Integrating Ireland, whose roles may be directly impacted upon by a particular secondment will be consulted in relation to any decision in this regard by the Director. The Organisation will not utilise secondment to deny promotional opportunities to existing staff.

Secondment will normally be done on an 'exchange' basis, and will be for a maximum of eighteen months. Integrating Ireland will in all cases ensure that the secondment is in the interests of both the Organisation and the individual employee, and that the conditions of service of staff will not deteriorate while on secondment.

Secondment will not constitute a break in service for increment and pension purposes, and the period spent on secondment itself will be included in the calculation of service duration.

#### **3.4.12 Special Leave**

Should a member of staff require any other type of special leave, not already covered above, Integrating Ireland will give reasonable consideration to any such written request.

#### **3.4.13 Jury Duty:**

In circumstances where an employee serves on a jury, Integrating Ireland will grant leave in accordance with the Jury's Act 1976.

### **3.5 CONFIDENTIALITY**

Employees, during or after employment, will be required not to divulge any information that Integrating Ireland and/or any associated or Member Organisation have indicated to be confidential except in the proper course of employment or as required by law.

Employees may not remove any relevant material belonging to Integrating Ireland from the Organisation's premises at any time without proper advance authorisation. Employees must return to the Organisation upon request and, in any event, upon the termination of employment, all material belonging to the Organisation and/or which contain or refer to any confidential information and which are in the employee's possession or under the employee's control.

### **3.6 PERSONAL RECORDS**

#### **3.6.1 Employment Records**

An employee's Employment Record is very important. It contains all relevant information pertaining to that staff member's employment including address, telephone number, emergency contact details, educational attainments etc. It is most important that these records

are kept up to date. Please notify Integrating Ireland of any changes that might affect this employment record.

### **3.6.2 Data Protection**

Integrating Ireland will hold and collect data in relation to staff and their 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 utmost confidentiality.

## **3.7 STAFF TRAINING & DEVELOPMENT**

### **3.7.1 Introduction**

Integrating Ireland aims to foster a culture of learning in the Organisation. Management recognises the value of creating training and development opportunities for staff members and aims to create a positive learning environment, which are intended either to lead to enhanced job performance, or significantly contribute to relevant personal/professional development. Opportunities for training and development will be open to all and will not discriminate directly or indirectly on any of the grounds outlined in the 1998 Act. All employees will be provided with every opportunity to acquire the range of training, skills and experience necessary for their career development.

Opportunities for training will be based on the requirements of the job and career development will be based on people's abilities and merit. Integrating Ireland is committed to a relevant training and career development policy for all staff irrespective of background. The training and development opportunities may be provided within the Organisation (internal) or outside the Organisation (external).

### **3.7.2 External Training and Development**

Staff may make application to management for financial assistance, or time off with pay or both in order to undertake such a course as may be relevant to their job or professional development within the Organisation. Applications will be considered individually and the decision will rest on the relevance of the course to the job, and the ability of the management to commit resources at the time the application is made.

Where a course is undertaken with financial assistance from management and is abandoned before its completion for reasons appearing to management not to be good and sufficient, management with the right to require part or all of the grants paid be reimbursed. No action will be taken in this matter without the fullest consultation with the employee.

Where management provides financial assistance and/or time off for a course, employees may be requested to give periodic reports back to management on their progress.

### **3.7.3 Internal Training and Development**

Management recognises the need to provide for staff development opportunities within the Organisation. Internal training opportunities will be planned by management in consultation with staff according to their needs.

### **3.7.4 Training and Development Budget**

The Organisation will strive to set aside approximately 5% of the annual income to fund relevant training, learning and development opportunities.

### **3.7.5 Application for External Training & Development Course**

The following are the conditions for applications:

- Employees must have worked with the Organisation for a minimum of six months
- All applications must be in writing using the standard Integrating Ireland request form
- The applicant must demonstrate the relevance of the course either to their professional or personal development
- The employee's line manager and the Director will jointly consider all applications
- The ability of the Organisation to commit resources at the time of application is made
- If a decision is made to refuse this application reasons for it should be given to employee in writing

### **3.7.6 Training, Study and Exam Leave**

Time off in lieu will be granted to employees who attend a course or once-off training workshop which is of benefit to the Organisation, approved by the Director and which takes place outside their normal working hours (Refer to Section 3.2).

In addition, staff may also request study or exam leave in relation to a course of study they are undertaking even it does not relate directly to their role within Integrating Ireland. Two days of paid leave may be granted per subject/module/exam taken, up to a maximum of ten days, upon approval by the director. Additional unpaid study leave may also be considered for approval.

## **3.8 PERFORMANCE MANAGEMENT – SUPERVISION & SUPPORT**

### **3.8.1 Introduction**

Management recognises its responsibility to ensure that all employees have access to regular supervision and support for their work. The nature and amount of this supervision will be negotiated with each employee. It is the responsibility of each line manager through Support and Supervision to agree a personal development plan with each member of their team for the year ahead. The purpose of this is to identify development and training needs which relate to the achievement of organisational objectives and targets and/or the future potential of employee. In addition to formal training and educational course, development opportunities can include on the job training and mentoring.

### **3.8.2 Annual Performance Management Reviews**

Supervision and support will include annual performance management and development for each employee. This is a two-way process involving the supervisor and the employee. The purpose of the annual performance management meeting is to:

- Ensure that the requirements of the position are fulfilled
- Give the employee feedback on his or her performance
- Get feedback from the employee on the line-manager's performance
- Identify any additional training needs
- Review his or her work over the past year based on organisational work objectives and criteria discussed and agreed at the start of each year
- Plan objectives for the year ahead

Employees will be fully informed in writing of the outcomes of the performance management process. It is also a regular part of the performance management to review the employee's job description and to decide by agreement of both parties how it is to be updated if necessary.

## **4. BENEFITS & TERMS**

### **4.1 SALARIES**

#### **4.1.1 Method of payment**

Salaries will be paid on the 28<sup>th</sup> day of each month by direct debit into the employee's nominated bank account.

#### **4.1.2 Salary Scales**

Each position in Integrating Ireland, except that of the Director, is to be graded on basis of the findings of a review mechanism by which appropriate salary grades and scales will be developed and linked to relevant public sector pay scales. This mechanism will be developed in consultation and agreement with staff and involve an independent assessment. Integrating Ireland will ensure that the entire process remains transparent throughout.

The starting salary of new employees and entry point on the scale of the relevant grade associated with existing employees will be decided on the basis of agreed criteria, qualification and experience. New employees will receive the criteria at the time of offer and before the starting salary is negotiated.

The final agreed salary grades and scales, and an outline of the mechanism for deciding which level or increment on a scale applies will be publicised within the Organisation and inserted into this Employment Policy document once agreed by all parties concerned. All parties will strive to finalise agreements on this by the end of November 2008.

#### **4.1.3 Reviews & Pay Agreements**

Management will review all salary scales on an annual basis, to ensure that the scales applying are still appropriate. This review will be based on either a job evaluation in light of the job description or on the comparable grade that was used. Integrating Ireland will award cost of living increases under appropriate national benchmarking and pay agreements, as outlined in those pay agreements.

Integrating Ireland may offer staff an annual bonus at the end of each calendar year. The bonus may be in the form of additional salary or vouchers and will be subject to the availability of funding.

#### **4.1.4 Payments from other Organisations**

Staff in receipt of reimbursements for activities carried out in the name of Integrating Ireland and within agreed working hours as part of their work for Integrating Ireland (e.g. radio interviews, workshops, etc.) must pass these receipts to Integrating Ireland unless otherwise agreed in advance with the Director.

#### **4.1.5 Temporary undertaking of additional duties**

Employees who are required to temporarily undertake additional duties or responsibilities relating to another position may be entitled to an acting up/in allowance, provided the period is for a continuous one of not less than four working weeks. The allowance will be based on a salary level applicable to the level of the additional duties and responsibilities agreed by their line manager and approved by the Director. The allowance will be payable for the full agreed period of taking on the additional duties.

## **4.2 EXPENSES**

### **4.2.1 Introduction**

Members as well as staff of Integrating Ireland are entitled to claim for expenses according to the Organisation's Expense Policy guidelines.

A claim form must be filled explaining the purpose of all expenses incurred, accompanied by relevant receipts, vouchers, used tickets, and explanatory notes. Integrating Ireland currently has three expense claim forms – one for staff, and two for members/ participants (of which one is an invoice for childcare and the other a travel expense claim form). Staff must identify from which budget the costs occurred will be taken (coding). Claims should be submitted as soon as possible after the expense is incurred, and no later than four weeks after the expense occurs.

All parameters/amounts indicated below with regard to eligible expenses will be index-linked and reviewed by Integrating Ireland at the beginning of each calendar year.

### **4.2.2 Travel (within Ireland)**

Integrating Ireland will take a pro-active role in clarifying the extent to which travel within Ireland is considered necessary for the fulfilment of an employee's work duties. In this regard, an employee and their line manager will discuss and agree in advance upon ways to maximise benefits to the Organisation for the minimum amount of work-related travel.

All travel expenses must be authorised for payment by the Director or line manager.

Integrating Ireland promotes an environmental ethos and encourages the use of environmentally friendly modes of transport e.g. walking and cycling. Staff are encouraged to use public transport wherever possible. Reimbursement will be based on the production of a valid receipt.

Public Transport costs can be claimed as per actual expenses. Only if train/bus travel is not a workable option can 50c/km be claimed for use of private transport. Public Transport costs will only be reimbursed on the basis of receipts submitted.

Use of Taxis: Generally taxi fares will only be reimbursed on receipt. Staff may use a taxi under the following circumstances:

- If they have to attend a meeting ending after 20h00 or have to leave before 07h00 to catch a train/ flight
- If meetings are within a time limit that does not allow for public transport
- If they have to work in the office after 21h00, which must be cleared beforehand.
- If heavy materials need to be carried

### **4.2.3 Subsistence (within Ireland)**

Staff who travel in the performance of their duties may claim a daily subsistence allowance as outlined below. However, subsistence will only be reimbursed on receipt.

Mindful of what is allowable under Revenue Commissioner Guidelines<sup>1</sup>, eligible subsistence claims are as follows:

- One meal – if 8 kilometres or more away from base for a period of 7 ½ hours or more
- Bed & board – if an overnight stay away from home is required for work-related reasons

Rates will be index linked and reviewed annually to ensure that they remain valid and up to date. Receipted expenses will be paid up to the following maximum limits:

- Breakfast – up to €10 (receipt required).
- Lunch – up to €10 (receipt required).
- Dinner/Evening Meal – up to €25, (no receipt required).
- Accommodation – Accommodation cost should not exceed €40 (or €70 if staying in Dublin) per person per night (i.e. €50 outside Dublin or €80 in Dublin per night for B&B when breakfast allowance is included). If availability and location require more expensive accommodation to be used, this must be cleared in advance with the Director. (Cash advance may be drawn, receipt required).

In the event that the daily subsistence rate does not cover the costs incurred by a staff member, for example if covering the costs of tea/coffee or lunch for others whom it was necessary to meet over a “working lunch”, then the difference will be reimbursed provided this is approved by the line manager and Director and if all the necessary receipts are presented.

#### **4.2.4 Travel (International – relating to flight costs)**

All costs must be identified and confirmed a minimum of 15 days before the flight and require the approval of the Director prior to payment.

#### **4.2.5 Subsistence (International)**

Receipted expenses relating to subsistence costs incurred when working outside of Ireland may also be claimed in line with that set out in section 4.2.3. However, when travelling to countries where these would prove to be unrealistic in relation to the actual local cost of living, more reasonable rates will be agreed with the Director in advance of travelling.

#### **4.2.6 Dependency Care Allowance**

Staff may claim for carer expenses in the event that the usual care arrangements an employee has in place are impacted upon by additional work demands outside the agreed working hours. Claims can be to a maximum of €8 per hour for a maximum of 6 hours per day, on receipt of VAT invoice only. All claims are subject to approval in advance by the Director.

Dependency care claims must be accompanied by a VAT Invoice stating name and address of staff member, dependent and minder, date, length and rate, as well as full total amount. It should also be indicated whether the invoice has been paid by the staff member (signature of minder for receipt of payment) or whether Integrating Ireland is to reimburse the minder directly.

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<sup>1</sup> Revenue Commissioner Guidelines allow the following to be claimed without income tax implications for recipients: The cost of one meal if 8km or more away from base for a period of 5 hours or more; the cost of two meals if 8km or more away from base for a period of 10hours or more; and “Bed & Board” – if an overnight stay away from home is required for work-related reasons.

Staff must declare names of dependents in advance to qualify for this allowance. This declaration is intended as means of ensuring clarity among all concerned as to who may qualify and also to enable management to take care responsibilities of employees into account when assigning duties, agreeing workplans, etc.

Family members are defined as:

- Child/Adoptive Child
- Spouse or Partner
- Brother/Sister
- Parent/ Parent-in-law
- Grandparent

Dependent family members are defined as:

- Family members living with you and dependent on you as their primary carer
- Family members living nearby with a direct means of communication to you (e.g. telephone or alarm) and dependent on you as their primary carer
- The person being cared for must need: continuous supervision and frequent help throughout the day with their personal needs, such as walking and getting about, dressing, washing, eating, drinking **or** continuous supervision to avoid danger to themselves; **and** full-time care and attention for at least 12 months

#### **4.2.7 Mobile phones**

Mobile phones are provided to the Regional Officers and the Regional Coordinator. These phones are for business usage only and Integrating Ireland pays the full cost of the invoice. If a staff member does have to make personal use of the phone, then they are expected to reimburse Integrating Ireland the appropriate amount. The staff member should contact the Finance Officer to discuss this payment.

Other staff, if required to use their personal mobile phone in the performance of their duties when away from base, may claim the expenses incurred. In this case staff are requested to purchase a top up voucher to the appropriate value or submit a copy of the relevant section of their itemised phone bill. Claims are subject to approval by the line manager.

#### **4.2.8 Other out of pocket expenses**

Other incidental expenses (e.g. stationary, postage, communication expenses such as internet charges, telephone, fax while travelling, etc.), which an employee incurs in carrying out their duties, will be reimbursed on production of a valid receipt and upon approval by their line manager.

#### **4.2.9 Membership of Professional Organisations**

Integrating Ireland will reimburse employees who have to pay membership fees to a professional body if it is relevant to their position and in the interest of the Organisation upon approval by the Director and in alignment with the Budget according to the current Business Plan.

### **4.3 INSURANCE**

Integrating Ireland is committed to maintaining the necessary Public Liability and Personal Injury Insurance cover to ensure that staff are adequately covered in the event of accident while performing their duties.

Staff who are required to use their car for work may claim the additional cost of up-grading their insurance cover to Class 2, if and as required to do so by their insurer. Such claims must be accompanied by a receipt from the insurer detailing the additional charge over and above the regular premium, and are subject to approval by the line manager or Director.

### **4.4 PENSION**

Integrating Ireland and its staff are committed to the introduction of a Company Pension Plan. In the mean time, Integrating Ireland is committed to paying employees, in addition to their annual salary, up to 6% of their salary in lieu of a contribution to a pension scheme in recognition of the fact that there is no Company Pension Scheme at present. Integrating Ireland will provide access to a Personal Retirement Savings Account (PRSA) if desired. Payment will be made in accordance with the individual pay modalities agreed between the Director and the employee.

Payment of pension contributions as outlined above can be backdated up to three months on completion of the establishment of a pension scheme.

## **5. HEALTH & SAFETY**

### **5.1 GENERAL HEALTH & SAFETY GUIDELINES**

#### **5.1.1 Hygiene**

The highest standards of hygiene must be maintained at all times. All employees must comply with Organisation's requirements with regard to hygiene standards. A smart personal appearance is expected at all times while in the office or representing Integrating Ireland. Smart does not mean formal, but rather neat and tidy.

#### **5.1.2 Tobacco**

Since 29<sup>th</sup> March, 2004 the Irish government has implemented a ban on 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. Integrating Ireland is obliged to protect the health of staff, clients and visitors to their premises. Any person found guilty of breaching the ban may be subject to a fine of €3,000. Breaches of the smoking regulations will be dealt with under the Organisation disciplinary procedure. Employees are only entitled to time off for breaks as set down in section 12 of the Organisation of Working Time Act, 1997, but the Organisation does not provide additional time for smoking breaks for employees.

#### **5.1.3 Alcohol & Drugs**

Integrating Ireland is committed to maintaining a safe, healthy and productive work environment free of the misuse of drugs, alcohol, solvents and related substances. The Organisation forbids the use, possession, concealment, transportation, promotion or sale of prohibited substances by employees whilst on Organisation premises or at Organisation events or on client premises. Contravention of this rule will be considered as gross misconduct and employees will be subject to disciplinary action under the Organisation's disciplinary procedure up to and including dismissal.

You must not report for work under the influence of prohibited or legal substances. "Under the influence" means that there is a sufficient amount of the substance in your system to produce a positive result from a medical test or breathalyser unit and/or that you engage in erratic, abnormal behaviour likely to pose a risk to others, or to interfere with their job performance.

#### **5.1.4 Fire Safety & First Aid**

A fire safety and first aid officer will be appointed at the Dublin office. This person will regular review fire safety procedures and ensure that all staff and regular visitors to the office are aware of these procedures and the location of all exits. The officer will also ensure that there is a fire extinguisher located at key points on each floor, and will regularly check to ensure these extinguishers are in good working condition. A fire drill will be conducted at least once every six months to ensure staff are familiar with all exits and with the evacuation procedure for each exit. The fire safety and first aid officer will also request staff based in regional offices to re-check procedures and exits at those offices at this time, once every six months.

Integrating Ireland will ensure that the fire safety and first aid officer receives adequate, recognised training in first aid at least once every year.

## **5.2 STRESS IN THE WORKPLACE**

Integrating Ireland is aware that in our work there are times when there is increased pressure on staff because of particular demands or events. In light of this the Organisation endeavours to take appropriate steps to ensure that this does not lead to unacceptable or sustained levels of work-related stress by:

- Regularly monitoring and assessing work levels during performance management and workplan development meetings with line managers.
- Encouraging staff to recognise stress in themselves and others.
- Encouraging staff to get assistance and/or training in dealing with stress.
- Ensuring that organisational structures and processes do not place unduly heavy demands on staff.
- Maximising team contributions to relevant areas of work.

## **6. PROCEDURES**

### **6.1 DIGNITY AT WORK**

Integrating Ireland acknowledges the right of all employees to be treated with fairness, dignity and respect and to a work environment free from bullying and harassment, in line with the Employment Equality Act 1998, the Equal Status Act 2000 and the Equality Act 2004. Every employee has an obligation to be aware of the effects their behaviour has on others. Any instances of bullying/harassment will be dealt with in an effective and efficient manner as per procedures outlined in the following sections 6.2, 6.3 and 6.4.

It is imperative that all employees respect the dignity of every colleague and be conscious of behaviour which may cause offence. It is particularly important that employees recognise and respect the diversity of cultural backgrounds among Integrating Ireland's staff and membership, and avoid behaviour and/or language which may be perceived as offensive to another, even if tolerable within their own culture.

### **6.2 GRIEVANCE PROCEDURE**

#### **6.2.1 Introduction**

The aim of this procedure is to afford all employees the formal right to express grievances and to ensure that minor complaints are dealt with fairly and amicably in an effort to avoid the development of a major dispute. Grievances should be dealt with immediately and where possible should be resolved directly with the people concerned. If the dispute cannot be settled at this level, senior management must ensure that the proper grievance procedure is adhered to and having regard to:

- Integrating Ireland policies
- Custom and practice within the Integrating Ireland
- Labour Court and Third Party precedents

Confidentiality will be respected by all parties at all stages of this procedure.

#### **6.2.2 General Considerations**

The following are general considerations:

- Employees may at all stages in this procedure be advised or accompanied by any representative(s) of their choosing
- Every effort will be made to resolve the grievance at each stage
- Management will keep a detailed record of each meeting
- Management will advise the employee of every stage of the procedure
- Dates and times of hearing(s) will be agreed between the employee, representative and management and, where relevant, the person who is the subject of the grievance and the employee and representative will be allowed adequate time to prepare the case
- Proceedings will at all times remain confidential
- No action to change an employee's terms and conditions of employment will be taken while she/he is following the grievance procedure
- All records relating to the grievance will be kept in the employee's personal file for 6 months after which time it will be destroyed unless management has an important reason not to do so

- When a grievance arises from an instruction to carry out certain duties, the duties may be carried out ‘under protest’ (which will normally be for a maximum of 3 days) pending the matter being dealt with through the procedure.

### **6.2.3 Stages of the Procedure**

1. The employee raises the grievance with her/his line manager. The manager will investigate the grievance and will do her/his best to resolve the matter as soon as possible and in any event within 10 working days. (Note: If the employee’s grievance is with her/his line manager, the same procedure will apply but carried out by an individual one level higher, if appropriate).

2. If the matter is not resolved at Stage 1, the employee may then request a meeting with the next line of management. This meeting will be between the line manager (present at Stage 1), the director, the employee and a representative if requested by the employee. The grievance will be heard and responded to within 10 working days.

3. If the matter still remains unresolved, the complaint may be made in writing to the Chairperson of the Board. A hearing of the complaint will be held not more than 15 working days from the receipt of the formal notification of the grievance from the employee.

4. Should the matter remain unresolved, it may be referred to the Labour Relations Commission for conciliation or for a hearing by a Rights Commissioner or an agreed third party. If still unresolved it may be referred to the Labour Court for formal investigation or to the Employment Appeals Tribunal, under the relevant acts.

During the period in which the above procedure is being followed, no form of industrial action designed to bring pressure will be taken by either party.

## **6.3 DISCIPLINARY PROCEDURE**

### **6.3.1 Introduction**

This disciplinary procedure is intended to be used in situations where an employee’s work or conduct at work is deemed to be **unsatisfactory**. In many instances, disciplinary matters can be dealt with on an informal basis by the line manager discussing the situation with the employee concerned and agreeing any necessary corrective action. Inevitably, there may be times when disciplinary matters need to be formalised. Integrating Ireland recognises that when such situations arise it is of the utmost importance that the formal disciplinary procedure is followed.

Confidentiality will be respected by all parties at all stages of this procedure.

### **6.3.2 Purpose of the Procedure**

In order to provide for the wellbeing of staff a number of systems and procedures are required. The first aim of this procedure is to ensure consistency in the manner and circumstances in which disciplinary action may be taken. The second aim is to make clear the rights and responsibilities of employer and employees when such action is being taken. The procedure will apply to all employees whether full-time or part-time, permanent or temporary, with the principle of ensuring fair treatment for all.

### **6.3.3 Operation of the Procedure**

The work rules and standards of conduct at Integrating Ireland are important, and the Organisation regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Organisation's business. Please note that any employee who deviates from these rules and standards may be subject to disciplinary action, up to and including dismissal.

In the event of a breach of the disciplinary rules constituting gross misconduct, the line manager/ director may take the decision to suspend the employee with pay during the initial period of the investigation.

While not intended to list all the forms of behaviour that are considered unacceptable in the workplace, the following are examples of misconduct that may result in disciplinary action, including termination of employment.

- In the course of employment, inflicting bodily injury on another person
- Negligence or improper conduct leading to damage of Organisation-owned or client-owned property
- Words, gestures or actions contravening the principles set out in the Equal Opportunities Policy and Bullying and Harassment Policy
- Regular use of offensive language
- Failure to meet conditions governing hours of duty
- Lack of hygiene impacting on fellow employees

### **6.3.4 Informal Procedure**

When a disciplinary matter arises, the line manager will seek to establish the facts promptly before recollections fade, taking into account the statements of any available witnesses. Following an initial investigation, it may transpire that due to certain circumstances, disciplinary action against an employee would be inappropriate or unnecessary. In such cases the line manager/ director may need to provide support and guidance to enable them to improve without the need to invoke any formal procedures.

### **6.3.5 Stages of the Formal Procedure**

#### **1. Investigation**

As soon as a complaint or allegation of misconduct has been made against an employee, the line manager will initiate an investigation into this complaint to form an initial judgement on the facts of the case. The employee will be informed in writing of the nature of the complaint or allegation (with his/her representative) and any witnesses will be interviewed to gather any information pertaining to this. Following a full investigation, the line manager will make a decision as to whether disciplinary action is appropriate and will inform all parties of same.

#### **2. Disciplinary Interview**

If it becomes clear that formal disciplinary action is appropriate, a disciplinary interview will be arranged in line with the following procedure:

2.1 The employee will receive a formal letter requesting attendance at the disciplinary interview, clearly stating the nature of the complaint against him/her. The employee will be given five working days notice of the interview and be offered the opportunity to have representation.

2.2 The person conducting the interview shall explain to the employee (and their representative, if appropriate) the procedure for the interview, and that a decision on disciplinary action will be taken once all the facts have been presented.

2.3 The nature of the complaint and any supporting evidence will then be outlined to the employee. Any witnesses or other members of staff will be interviewed independently to corroborate this information as appropriate.

2.4 The employee concerned will then be allowed to state their case and call in any other members of staff to the interview to substantiate this. The line manager/ director may ask further questions of the employee or any other participant at the interview in order to arrive at the full facts.

2.5 If, during these discussions, new facts emerge, the line manager/ director may decide that further investigation is required and, if so, adjourn the interview and reconvene when such investigations have been completed.

### 3. Decision

It is the responsibility of the person hearing the interview to decide the appropriate penalty. In deciding the appropriate action to be taken, the following will be taken into account.

- The gravity of the offence
- The penalty applied in similar cases in the past
- The individual's disciplinary record
- Any mitigating circumstances
- Whether the proposed penalty is reasonable in all circumstances

### 4. Communication of Decision

A decision will be made on the case within 5 working days. The disciplinary interview will then be reconvened to:

- Inform the employee of the decision and disciplinary penalty if any
- Explain the employees right of appeal
- In the case of a warning, explain what improvement is expected, how long it will last and what the consequences of failure to improve may be

5. This decision will be confirmed in writing immediately. If an improved level of performance or conduct is expected over a particular timescale, the arrangements for monitoring and reviewing this will be made clear to the employee.

### **6.3.6 Possible Courses of Action**

Following a disciplinary interview and consideration of all the relevant facts, the following courses of action may be considered, depending on the seriousness of the offence:

- No disciplinary action

The line manager/ director considers the complaints against the employee are false or unproven or of such a minor nature that no disciplinary action should be taken. All reference to the investigation will be removed from the employees' file. The employee will receive a letter confirming that no action will be taken.

- Verbal warning

The line manager/ director considers that, on account of the facts presented during the course of the investigation and disciplinary interview, the complaints against the employee are upheld but the nature of this misconduct is of a sufficiently minor nature that a verbal warning is most appropriate. The employee will receive a plan for improving their work performance and/or conduct. All reference to the warning will be removed from the employee's file after 3 months, provided the employee's conduct and performance have improved.

- Written Warning

A written warning may be given if the misconduct or poor performance of which the employee is guilty is of a more serious nature. Such a warning will be confirmed in writing to the employee and will detail the complaints against the employee, the improvements required and the expected time scale. It will also indicate that further disciplinary action may be taken if the employee fails to improve his/her behaviour. The employee will be informed of his/her right of appeal. All reference to the warning will be removed from the employee's file after 6 months from the date the written warning is given, provided the employee's conduct and performance have improved.

- Final Written Warning

A final written warning may be given for conduct of a more serious nature regardless of whether previous warnings have been issued. It will be confirmed in writing to the employee that this is a final written warning. This warning will detail the complaint and the improvements in conduct/performance required and if such improvement is not forthcoming, further disciplinary action, including dismissal, may take place. All reference to the warning will be removed from the employee's file after 12 months from the date the written warning is given, provided the employee's conduct and performance have improved.

- Dismissal

If all previous warnings produce no improvement in an employee's conduct/performance, the decision to dismiss the employee may be taken. Following a disciplinary interview at which a decision to dismiss an employee has been taken, a letter confirming the reasons for dismissal and the effective date of the dismissal will be sent. Employees will receive notice in accordance with their contract of employment or, as required under legislation whichever is more beneficial or if more appropriate, payment in lieu of notice.

### **6.3.7 Appeals**

The decision to discipline may be appealed to a nominated representative of the Board not previously involved in the disciplinary process. Written notification of the intention to appeal must be marked private and confidential and lodged within ten days of the date of receipt of written notification of disciplinary action. On receipt of intention to appeal, a meeting will be held with the employee, at which the employee may be accompanied by a colleague or a trade union official. All documentation in respect of the disciplinary procedure will be made available and a further investigation initiated as per the above procedures if deemed appropriate by the representative of the Board.

### **6.3.8 Referral to a Third Party**

In the event of the matter still being in dispute the issue may be referred to a relevant third party.

## **6.4 BULLYING & HARASSMENT IN THE WORKPLACE**

### **6.4.1 Purpose & Scope**

The Organisation is committed to providing all of its employees with a work environment free from bullying/ harassment and sexual harassment. The aim of this section is to outline what constitutes bullying and harassment and what action the Organisation may take in dealing with an offence of this nature.

This policy is applicable to all employees (temporary and permanent) both in the workplace and at associated events such as meetings, conferences, and Integrating Ireland functions whether on or off site. It also applies to contractors, clients and other business contacts with which employees might reasonably expect to come into contact within the course of their employment.

### **6.4.2 Definition:**

Bullying/ Harassment are defined as any form of repeated, unwelcome and unacceptable conduct that can be regarded as offensive, humiliating or intimidating. An individual can be harassed on grounds of race, religious belief, national ethnic origin, gender, sexual orientation, age, marital status, disability or membership of the traveller community.

Harassment can include conduct offensive to a reasonable person e.g. oral or written slurs, physical contact, gestures, jokes, displaying pictures, flags/ emblems, graffiti or other material which state or imply prejudicial attitudes which are offensive to fellow employees. Other examples of bullying behaviour include:

- Personal insults and name calling
- Persistent unjustified criticism and sarcasm
- Public or private humiliation
- Shouting at employees in public and/or private sneering
- Instantaneous rage, often over trivial issues
- Unfair delegation of duties and responsibilities
- Setting impossible deadlines
- Unnecessary work interference
- Making it difficult for employees to have access to necessary information
- Aggression, intimidation and threats in general
- Ongoing lack of credit for work contribution
- Continuously refusing reasonable requests without good reason
- Use of language which others find offensive

Sexual Harassment can be defined as conduct towards another person that is sexual in nature or has a sexual dimension and is unwelcome to the recipient. Examples of this type of harassment include:

- Sexual Gestures
- Displaying sexually suggestive objects, pictures, calendars or sending suggestive or pornographic correspondence (including e-mail)
- Unwelcome sexual comments or jokes
- Unwelcome physical contact such as pinching, unnecessary touching etc.
- Behaviour which other staff feel to be lewd or inappropriate

The above examples are not exhaustive and only serve as a guideline to employees. Each case will be taken on case by case basis and dealt with in the appropriate manner.

### **6.4.3 Procedures**

Complaints of bullying/ harassment are initially dealt with informally whenever possible and by agreement of both parties. Thus, in the first instance a person who believes he/she is the subject of bullying/ harassment may ask the person responsible to stop the offensive behaviour. The person responsible should also be informed of Integrating Ireland's bullying/ harassment policy and advised that a further occurrence of this nature may result in a formal complaint. In an instance where a person is unsure whether the behaviour constitutes a form of bullying/ harassment, he/she may discuss this with their line manager or an appropriate alternative.

Whether informal or formal procedures are followed, those concerned will act in accordance with the relevant procedures set out above in sections 6.2 and 6.3 respectively.

An informal approach may produce solutions, which are speedy, effective and minimise embarrassment and the risk of breaching confidentiality. However, for the informal procedure to be adopted all concerned parties must agree to this; if any one party wishes to adopt a formal procedure then it must be adopted immediately. It is also recognised that it may not always be practical to use the informal procedure particularly where the bullying/ harassment is of a serious nature or where the person(s) concerned are at different levels in the Organisation. In such instances, the employee may use the formal procedure.

Where a complaint is upheld, a disciplinary hearing will take place in line with the Organisation's disciplinary policy. Should a case of bullying/harassment be proven then Integrating Ireland will take appropriate disciplinary action up to and including dismissal. Records of any warnings for bullying/ harassment will remain on an employee's file for a limited period of time and may be used if any further allegations of a similar nature occur in the future. Regular checks will be made by the person responsible for investigating the complaint to ensure that the bullying/ harassment have stopped and that there is no victimisation. Retaliation of any kind against an employee for complaining or taking part in an investigation concerning bullying/ harassment is a serious disciplinary offence. Cases where the behaviour is proved to be repeated and consistent causing unnecessary stress and anxiety will be considered as gross misconduct and may be subject to disciplinary procedures up to and including dismissal.

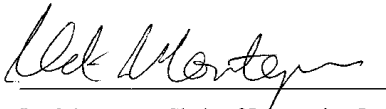
### **6.4.4 Malicious and Vexatious Complaints**

In cases where it is established that a person made a false allegation against an employee, then he/she will face serious misconduct charges resulting in an immediate disciplinary hearing and may be subject to disciplinary action up to and including dismissal.

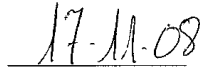
## 7. DURATION OF THIS POLICY

This employment policy will enter into force once agreed upon and signed by the Chairperson of the Integrating Ireland board, the Director and two selected staff representatives (one selected by all staff and one selected by staff who are union members). This agreement will remain in force until December 31<sup>st</sup>, 2011, at which point it will be subject to review and updating for a further three-year period as may be required.

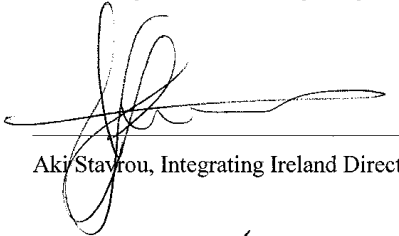
Where a change in legislation occurs which introduces provisions or procedures which are more beneficial than any relevant section of this policy, the policy will be amended accordingly. Interim agreements may also subject this policy to amendment during its lifetime, but this will be done in consultation and agreement with all concerned parties. Any such amendments will be reflected in an updated version of the policy which can be accessed on-line by staff and member groups of the Integrating Ireland Network.



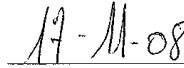
Pat Montague, Chair of Integrating Ireland Board



Date



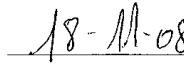
Aki Stavrou, Integrating Ireland Director



Date



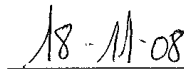
Daniela O'Halloran, Integrating Ireland Staff Rep



Date



Séamus O'Leary, Integrating Ireland Staff Rep



Date