



**Supporting Community Training Centres
Developing the Organisation**

**Community Training Centre
Employee Handbook**

It is the Mission of the Community Training Centre:

“To respond to locally identified training needs in a holistic and integrated manner to promote the empowerment and active participation of clients in both the workforce and in society”

CTC Employee Handbook

The original CTC Handbook was agreed between IACTO and SIPTU during 2006. As part of our commitment to continuous improvement, this second version represents the conclusion of a review process completed during 2013.

On behalf of their respective memberships, IACTO, and SIPTU are committed to interpreting this document in a reasonable manner and to resolving any difficulties in interpretation by direct discussions. In the event of an anomaly arising between the original document and this document, this document will take precedence.

As per the original handbook and the Benchmarking Agreement December 2004, the policies and procedures outlined in this document has had the effect of superseding existing custom and practice that may have developed in the absence of a national structure.

This handbook forms part of the terms and conditions of employment of each FÁS funded General Manager, Instructor and Clerical officer employed by a CTC. The purpose of the employee handbook is to provide easily accessible information with the aim of ensuring clarity and consistency in respect of CTC terms and conditions of employment across the CTC network.

It is intended to provide clarity in to relation standards, expectations, policies and procedures, relevant to a CTC. It is the responsibility of each employee to ensure that they are familiar with and understand the policies and procedures of the Centre.

We are committed to regularly reviewing policies, procedures and programmes, to keep abreast of new legislation, changes in practice, the labour market and other relevant developments. It is recognised that change can be challenging, but it is an essential part of ensuring that the work of the CTC's continues to be relevant to the learners and the community in which we operate.

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

We would like to acknowledge the contribution, on behalf of their respective memberships, made by each of the following to the review process; Eddie Mullins, SIPTU, Sectoral Organiser, Frank Cullen, Instructor, Dun Laoghaire CTC, Ann McGuinness, Instructor, Liberties CTC, Denis Ward, General Manager Stoneybatter and Mick Byrne, General Manager Tolka Valley, John Wall, IACTO Board, Tralee CTC, John Clohessy, IACTO Board, Mayfield CTC, Réiltín McCall, Executive Director, IACTO.



George Flynn (IACTO)
On behalf of CTC Boards



Eddie Mullins (SIPTU)
On behalf of Managers, Instructors & Clerical Officers

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1. Organisational Structure

1.1 Organisational Structure & Reporting Relationships

The Community Training Centre is a legally incorporated, not for profit making company operating within the community and voluntary sector. The CTC is governed by a board of directors, which receives grant aid to employ staff and to deliver training and educational services to early school leavers.

1.2 Principal Governance Duties of the Directors

1. Determine and review the mission of the CTC
2. Ensure effective organisational planning and evaluation
3. Provide Leadership
4. Provide for policies that govern operational activity
5. Account for expenditure and the standard of services delivered
6. Ensure compliance with legal/contractual obligations and that risk is managed
7. Ensure that organisational resources (including monetary, staffing and building) are used to the maximum benefit of the learner
8. Delegate delivery of strategy and operational management to the general manager
9. Evaluate Board Performance
10. Recruit new board members

1.3 Reporting Structures

The general manager is responsible for the day-to-day management of the CTC and reports to the Board. The Chair will normally undertake the line management function in respect of the general manager on behalf of the Board (unless otherwise advised)

The general manager has a responsibility to ensure that the policies procedures, rules and standards are upheld at all times. Staff report directly to the general manager, and it is the general manager's role to support staff in their duty to perform well by providing guidance and answering any questions or queries regarding employment.

1.4 Collective Bargaining

You are employed by the Board of the CTC in which you are employed. As a CTC employee, general pay, terms and conditions of employment are negotiated collectively by IACTO representing the employers and SIPTU representing the general managers, instructors and clerical officers.

Agreements reached as part of the collective bargaining structure apply to all core funded CTC general managers, instructors and clerical staff. The Board, General Manager and Staff of a CTC have a responsibility to implement national agreements that may be negotiated from time to time on behalf of CTC staff collectively. Collective agreements form part of the individual's continued terms and conditions of employment.

Individual employees have the right to join or not to join a trade union of their choice. SIPTU is the union recognised for collective bargaining purposes.

2. Code of Professional Conduct

2.1 Purpose

The purpose of the policy is to provide a guideline to the behaviours that are valued and are expected from all those involved in the delivery of a professional service to learners.

2.2 Policy

Staff are central to the delivery of a high quality training and education service and are uniquely placed to support the learners on their journey towards certification, further training, education and sustainable employment.

As a staff member, you are expected to use your professional judgement and the appropriate tools to develop the best ways of motivating, engaging and assisting learners to identify their individual achievements and needs, develop their individual goals and take ownership of their own development. *(Adopted from Skills 4 U)*

Sensitive issues, emotional or personal problems or needs may arise during the course of your work with the learners. Staff recognise that they may not have the specialised skills or authority required to appropriately support the learner. The general manager must be made aware of any concerns and an appropriate course of action will be discussed.

It is essential that staff fully participate in all initiatives designed to improve the learning journey and support the CTC to meet its objectives. As a training organisation, staff recognise the value and necessity of actively participating in up-skilling, training and development initiatives.

Punctuality, attendance, a neat appearance, a pleasant and respectful demeanour are key behaviours a learner needs to be able to demonstrate and staff recognise the importance of personally demonstrating these behaviours on a continuous basis. Staff should be familiar with the CTCs learner's grievance and disciplinary and other learner policies and ensure they are applied in a respectful, consistent and fair manner.

Staff are expected to hold high expectations for the learner and to work with colleagues to support and monitor the learners' progression through the CTC and on to further training, education or employment.

During their time with a CTC a learner should;

- Be safe and feel safe
- Feel valued and treated fairly
- Be treated with dignity, courtesy and respect
- Have fun and enjoy the learning experience
- Be challenged to achieve their potential and supported to achieve their goals
- Be protected from abuse
- Be listened to and have concerns heard and dealt with in a professional manner
- Be afforded appropriate confidentiality and data protection
- Have their views sought on decisions that may affect their lives
- Be clear on the behaviours expected of them

As role models and professionals staff will be expected to demonstrate respect, honesty, fairness and patience in their interactions with the learners at all times. It is expected that differences in learners' home backgrounds, needs and circumstances will be responded to in a sensitive and non-judgemental manner.

Respect should be shown for the learner's right to have personal, and/or sensitive information kept in a secure location in accordance with data protection requirements.

As training professional, you are expected to develop and maintain the training plans, records worksheets and portfolios to a consistently high standard, and to provide reports and other supporting documentation to ensure that quality, certification and reporting requirements of a CTC are consistently met. As a training organisation, failure to prepare appropriately, submit or a withdrawal of learner's portfolios without prior authorisation is treated seriously.

Personal mobile phones must be switched off while at work and should not be brought into training or meetings rooms. In exceptional circumstances and with the prior approval of the general manager limited use may be authorised for a specific purpose and timeframe.

2.3 Maintaining Professional Boundaries with Learners

It is recognised that a key factor in ensuring the on-going success of the CTC is the relationship that is built between staff and learners. As role models, staff occupy a position of trust within the organisation and with the learners. There is a need to maintain **clear and professional boundaries** while a learner is in any way associated with the CTC. In their interaction with learners, staff must be aware that a substantial cohort of the learners are legally defined as children.

The following is intended as a guideline, to support the protection to the learners, the staff and the organisation:

- Generally, instances of being alone with a learner should be avoided where possible, and should it occur, doors should be left open
- Normally individual coaching/learning' takes place during class time in a group setting, however, where 'one to one's are necessary ensure that it has been authorised, and the time, date and purpose, has been recorded and signed
- In exceptional/emergency situations, where it is necessary to transport a learner in your own car, management must be advised as soon as practicable. Ensure the learner is seated in a rear seat with seat belt fastened securely. Where practical another staff member should accompany you.
- Never provide training or other materials which could reasonably be interpreted/misinterpreted as offensive, provocative or sexually suggestive.
- Never engage in messing, horseplay, jokes or slagging which may be misinterpreted.
- Avoid any unnecessary physical contact with a learner. In exceptional circumstances for example, administering first aid, physical contact should only take place with the permission of the learner and in an open environment.
- Do not engage with individual learners by email, text or social network sites.

- Learners should not be given personal phone numbers, the CTC phone number should be provided.
- Be conscious of rotating the learner chosen to 'help' to avoid perceptions of favouritism.
- The male/female balance of the group should be reflected in the staff supervising an activity or trip where possible.

Examples of behaviours that would be considered to fall short of the professional standards expected would include: engaging in any activities of an intimate nature with a learner, socialising with a learner/s, arranging to meet learners on a personal basis or without the prior authorisation of the general manager, raising your voice, ridiculing, using foul language, sniggering, sarcasm, threatening behaviour, commenting or gossiping about another learner, work colleagues, or the operation of the CTC, or any conduct that can be reasonably be regarded as inappropriate in the circumstances.

A learner should never be asked or given permission to leave the CTC without the knowledge of the general manager, (or acting manager) and it is never appropriate to sign/clock in or out on the learners' behalf.

2.4 Dealing with Concerns, Suspicions or Allegations of Abuse.

The CTC takes our responsibility very seriously and has a specific Child Protection and Welfare Policy in operation that details staff responsibilities. Every staff member is expected to be familiar with the policy and their individual responsibilities. Should you have any child protection or welfare concerns, contact the Designated Liaison Person, normally the general manager, or acting DLP where the DLP is not available or is party to the concern.

2.5 Professional Conduct and Communications with Colleagues

The training, educational and labour market environment in which the CTC operates will continue to challenge us to do better and to do differently in order to remain relevant. The on-going success of the CTC is inextricably linked to the ability of the general manager and staff to work together professionally to deliver a dynamic and continuously improving service to the learners.

Staff should demonstrate appropriate, professional, respectful and effective communications with the Board, the general manager, colleagues, and other professionals in promoting a culture of dignity, respect and professional courtesy in the CTC.

Examples of behaviour that would be considered to fall short of the professional standards expected would include:, raising your voice, ridiculing, using foul language, sniggering, sarcasm, threatening behaviour, commenting, or gossiping about work colleagues, or the operation of the CTC, interfering /intervening in a colleagues interaction or class time (unless common sense or health and safety concerns indicate otherwise) or any conduct that can reasonably be regarded as inappropriate in the circumstances. You are required to conduct yourself in a manner that does not undermine the standing or credibility of a colleague or bring discredit to the organisation.

The reputation and standing of the CTC in the wider community is essential to the on-going success and viability of the organisation. Where staff have been involved in any incident, either during the course of their work or outside of work which can reasonably be seen to impact on the organisation they are obliged to inform the general manager. The general manager will respond as sensitively as possible to the individual situation.

Further information and procedures to be followed are detailed in the grievance, Disciplinary, Equality and Dignity at Work policies.

2.6 Employee Protection (Whistle blower)

As a general principle, staff shall not make public or disclose to any unauthorised persons, or organisations outside of the CTC, information, including any complaints regarding the organisation or any individual/s. All information in relation to the CTC should be treated as confidential. More detailed information of the CTC confidentiality requirements are detailed in the General Terms and Conditions of Employment.

It is the intent of the CTC to adhere to the law, applicable regulations, policies and procedures. The support of all employees is necessary in order to achieve compliance and should a staff member have a reasonable concern that a breach of policy, law or regulation has occurred it should be notified to the authorised person in the CTC, normally the general manager (or Chair where the general manager is party to the concern) without delay.

An employee raising a concern in good faith, to the authorised person and who has provided a reasonable opportunity for investigation and correction will be protected from victimisation. Staff should be mindful that the CTC organisation, learners and colleagues are entitled to due process and to fair procedures and therefore, the protection is only afforded to staff that have followed this procedure and adhered to the spirit of its intent. This section may be amended in light of intended legislation. For further information regarding confidentiality requirements please see section 3.11 Confidentiality.

Breach of the code of professional conduct may result in disciplinary action up to and including dismissal.

3. General Terms and Conditions

3.1 Functions & Duties

The key requirements of the post are outlined in the job description and in the contract of employment. Flexibility is the key to providing and maintaining a high quality, learner focused service, and it is incumbent on all of the stakeholders to ensure that a genuine culture of co-operation, team working and flexibility exists.

Employees are expected to present for work in a fit state in order to responsibly and appropriately conduct their duties. Where the general manager is of the view that this is not the case the employee may be required to absent themselves from work for a specific period of time.

All employees are expected to participate and contribute positively to ensuring the CTC continues to meet legislative, regulatory, funding and other such obligations. This includes Quality Assurance, Operating Standards, Ratios and certification requirements. Staff are expected to participate fully in the CTC planning and reporting process.

3.2 Flexibility & On-going Co-Operation¹

From time to time, we may use additional supports or specific project teams for training, in house evaluations, programme development and other initiatives to support us in continually developing the service, and full co-operation is expected.

You will be required to perform the duties determined by management and set out in your job description. Your job description may be reviewed and updated on a regular basis as part of the performance review procedures.

Staff may be required to adjust their normal '9 to 5' working day to meet the demand for services from time to time. Any requirement for staff to vary their working day will be agreed in advance between the parties.

Work should be organised in a manner that ensures the provision of high quality services. This may require a change in the existing structures and working methods to ensure that services are provided in the most efficient and effective way.

Work demands may lead to a need to change the way work is organised and more flexibility regarding cross –functional, team working and reporting relationships may be required. Changes will be agreed in advance.

There will be situations where existing work procedures must be adapted to respond to work requirements and traditional methods of performing particular tasks will have to be changed. Full co-operation with the introduction of such new schemes and initiatives and changes to existing schemes, which are a routine feature of work may be required.

¹ As detailed in *Sustaining Progress, Framework for Staff Flexibility and other national agreements*
Employee Handbook v2 Policy v1

Increasing training options, including evening training options will enhance the ability of learners to engage in training. Staff members are required to work with management to provide the flexibility needed to achieve this aim in a cost effective and reasonable manner.

3.3 Time Keeping

It is acknowledged that attendance and time keeping are vital to ensuring the smooth operation of services. Poor attendance or timekeeping has a direct impact on the operation of service and on the workload of colleagues. Punctuality is an on-going requirement, and if you are late you are expected to report to the general manager on your immediate arrival.

Management and staff have a joint responsibility to ensure that working time, leave and break times are recorded in accordance with the Organisation of Working Time Act. Allocated times for breaks must be respected.

The general manager must be notified directly by the individual themselves no later than your start time should you be unable to attend for work. A text message is not considered appropriate notification, and you should request to speak to the general manager directly. Notification procedures for absences due to illness are detailed in the Sick Leave Policy.

3.4 Organisation of Working Time

The CTC will fully observe the Organisation of Working Time Act 1997 and any subsequent legislative requirements. The core operational hours of CTC's generally are 8.30 am to 5.30 pm Monday to Friday. Individual CTC hours may vary depending on local training requirements. Full time employees are required to work 35 hours per week (excluding luncheon intervals) in a flexible manner that may include evenings and other times.

Normal hours of attendance are included in individual contracts of employment, and staff may be required to adjust their normal working hours from time to time in accordance with service needs. Any requirement for an employee to work part of their hours outside of the core centre hours will be agreed in advance.

The Organisation of Working Time Act prohibits employees from working in excess of 48 hours per week on an on-going basis. In CTC's, the reference period is 4 months. In order to ensure that our obligations under the legislation are met, the general manager must be informed where an employee is working or considering working with any other employer, for themselves or any other body or individual. It is a condition of your continued employment that you do not hold any other employment without prior consultation with the general manager.

Staff may be required to adjust their normal "9 to 5" working day to meet the demand for services from time to time. Any requirement for staff to vary their working day will be agreed in advance between the parties.

The CTC may close for specified periods annually, and staff will be required to take annual leave to accommodate learner holidays/service closure. *Please see Annual Leave Policy.*

3.5 Rest Breaks

Full time employees are entitled to a minimum of 30 minutes unpaid lunch break during the working day and break times are detailed in individual contracts of employment. A break given at the end of the day does not meet legislative requirements. Breaks for part-time employees will be in accordance with the Act and detailed in the contract of employment. **Should you fail to take your break for any reason, you are required to inform your general manager.** In exceptional circumstances, staff will not be asked to take a colleague's learners in addition to their own, to facilitate the deferral or advancement of lunch breaks.

3.6 Supervision & Cover

Each CTC is required to provide appropriate cover at all times and employees may be required to provide supervisory cover during breaks. This will be no more than a deferral of the normal rest break.

Each CTC is required to have a contingency plan in place to ensure that learners are appropriately supervised during the full period of time that they are in the CTC's care.

Staff will be required to provide cover for the short term absence of the general manager. Management is required to assign this responsibility at all times.

3.7 Pay

Pay scales for the general manager, instructor and clerical grades have been agreed nationally, and employees will be informed of changes that may be agreed from time to time. Appointment to the pay scale will normally be to the first point of the relevant scale.

CTC employees are paid monthly into a nominated bank account and in the event that an employee changes their bank or account number they should notify the general manager immediately. All salary payments are subject to PRSI and Tax Deductions and other authorised deductions.

Management reserves the right to deduct monies for any salary overpayments. Monies will be repayable as quickly and efficiently as possible. The full amount may not necessarily be deducted from one salary payment. The individual circumstances will dictate the repayment schedule.

Incremental increases are subject to the prior approval of the Board. Incremental increases are normally awarded annually on the anniversary of the employment commencement date and long service increments form part of the pay scale. Deferral of incremental payments may form part of disciplinary action having followed due process.

3.8 Pension

The CTC operates a contributory pension scheme for all staff on contracts of indefinite duration working in excess of 20% of full time hours and who have successfully completed 12 months continuous service. It is a defined contribution scheme and the employer contributions of 6.5% of gross salary are subject to an employee contribution of 3.5% of gross salary. The CTC also provides access to a PRSA scheme in accordance with legislation. The CTC does not make a financial contribution towards any scheme other than the nationally approved scheme for CTC's.

3.9 Retirement Age

The retirement age is normally on reaching your 65th birthday.

3.10 Travel and Subsistence

All travel should be agreed in advance. Travel and Subsistence is payable at public sector rates and is subject to public sector regulations. All travel and subsistence claims should be made on the official CTC claim form and submitted monthly. Management reserve the right to deduct any overpayments, monies will be repayable as quickly and efficiently as possible. *Please see Travel and Subsistence Policy.*

3.11 Confidentiality

No staff member shall, at any time in the course of their employment or at any time thereafter, make public or disclose to any person or organisation, use or attempt to use, any information regarding the CTC, work colleagues, learners, directors or other associated persons, which has been acquired in the course of or resulting from employment.

Confidential information includes but is not limited to any non-public information regarding a current or former employee, learner or board member or financial or other information regarding the centre.

All documents, files, information, confidential papers of any description, associated with the employment must be returned to the CTC on termination of employment, irrespective of the circumstances. Management reserve the right to take appropriate action in instances of non-compliance.

Accessing company files including but not limited to personnel files, accounts or any files not relevant to the conduct of normal duties without appropriate authorisation is strictly prohibited and may result in disciplinary action up to and including dismissal.

Staff should be conscious of their responsibilities to ensure that personal, identifying or sensitive information is used only for intended purposes and is kept in a secure location, in accordance with data protection requirements. Use of any information associated with the CTC for purposes other than during the normal course of your work (including for academic research) is subject to prior management approval.

Confidentiality requirements do not prevent consultation with the general manager or other authorised persons. For further information regarding employee protection (whistle blower) please see section 2.6.

3.12 Media Contact

Good relations with the media, general public and other complementary organisations are of the utmost importance to the CTC. Management will be responsible for all media contact through official releases. Such releases will be subject to advance approval by the Board. Should any employee be contacted by a member of the press or media representative, the enquiry should be referred without comment to the general manager.

3.13 Security

While ultimate responsibility for security arrangement is a management function, each employee is expected to take reasonable measures for the security of themselves, other persons, and property belonging to and associated with the centre. Any concerns should be brought to the attention of the general manager.

3.14 Access to the premises or around the building

Employees are advised that in order for **anyone** other than a current employee or current learner to access the premises or surrounds of the building the prior knowledge of the general manager is required. This includes friends or relatives of employees or learners, work colleagues, trade union officials or learners who are no longer with the CTC.

3.15 Health & Safety

Staff will be provided and should make themselves familiar with the health and safety statement and CTC policies in relation to health and safety. It is the duty of every person associated with the centre to take reasonable care to ensure the safety and welfare of themselves and others while at work, and to minimise risks that could result in harm or injury. Where safety clothing or equipment is provided for the employee or learners, it is a condition of employment that such items must be used. Where training on health and safety issues is required, this should be brought to the attention of the general manager.

Misuse of, or wilful damage to safety equipment could seriously affect the well-being and safety of others in an emergency and will constitute a serious disciplinary matter that may result in disciplinary action up to and including dismissal. Management will ensure that safety equipment is regularly maintained. The general manager will ensure that fire drills are undertaken at regular intervals and that appropriate evacuation procedures are established and communicated to staff and learners. Please see Health & Safety Policy.

3.16 Company Property, Copyright & Intellectual Property Rights

Accessing company files including but not limited to personnel files, email, accounts or any files not relevant to the conduct of normal duties without appropriate authorisation is strictly prohibited and may result in disciplinary action up to and including dismissal.

All files, correspondence, documents, equipment, resources and property of every description connected with your employment with the CTC remains the property of the CTC at all times. Appropriate use is permitted for work associated with the normal business of the CTC. Use of company property for personal purposes is not permitted.

There should be no presumption of copyright, and/or intellectual property rights and/or moral rights, 'Creative Works' for example, training materials, inventions, work systems, ideas, computer code and documentation conceived, developed, amended, improved, used or reduced to practice during the course of duties while in attendance at the actual premises or at home or elsewhere.

Employees are required to support management to maintain its rights and obligations in this regard. The use of all such materials for purposes outside of the normal working duties requires the prior approval of the Board and possibly the funding agency.

3.17 Private Trading

Private trading by employees on the CTC premises, using CTC resources, property, facilities or time is strictly prohibited and may result in disciplinary action up to and including dismissal.

3.18 Telephone/Fax/Email and Internet Facilities

The CTC facilities are for use in connection with the business of the CTC only. **Personal mobile telephones must remain switched off while on duty, they, must not be brought into training or meeting rooms.** In exceptional circumstances and with the prior approval of the general manager limited use may be authorised for a specific purpose and timeframe. The CTC main phone line should be used in cases of emergency. More information is available in the Information Technology, Email and Internet policy.

It is not appropriate to give personal phone numbers to learners, their parents, guardians or family members under any circumstances. It blurs the professional relationship, and it may result in disciplinary action. The CTC phone number should be given in case of emergencies. Correspondence unrelated to the business of the CTC should not be issued to the company address.

3.19 Personal Property & Use of the Car Park

It is the responsibility of each employee to take reasonable measures to protect their personal property while at work. Management cannot be held responsible for loss or damage to personal property howsoever caused. Where storage facilities are provided it is expected that they will be fully utilised. There is no provision of car parking spaces for individual employees. Staff may avail of any free spaces should they arise, however, management accepts no responsibility for any loss or damage howsoever caused.

3.20 Personnel Records

A personnel file is retained in respect of each staff member. This file contains information confidential to the individual and relevant to their employment. The general manager will ensure that these files are retained in a secure and safe location and may only be accessed by authorised personnel.

Should an employee wish to examine their personnel file, this may be arranged by appointment with the general manager who will witness the examination. An employee may seek the deletion of any inaccurate information inadvertently retained on file. Accessing without Permission, Removal, Destruction or Alteration of any information or document contained in any personnel file is a serious disciplinary matter.

3.21 Meetings with Management

The Board and/or the Manager may wish to hold specific or general meetings from time to time with individuals or groups of staff and staff are expected to attend. In certain cases, where it may be more sensitive and appropriate to do so, management may hold meetings outside of the CTC. In exceptional circumstances, it may not be possible or appropriate to hold meetings with staff during normal working hours and time off in lieu will be agreed in advance.

3.22 Housekeeping

Employees are required to maintain a high standard of housekeeping in the workplace. This means a clean and tidy work area and environment. Staff will ensure that work areas are left clean and tidy. Food and drink should be consumed in the canteen.

3.23 Dress Code & Personal Hygiene

A neat and professional appearance, appropriate to the workplace should be maintained at all times. Employees must wear protective clothing where required. Maintenance of good personal hygiene is a condition of employment. All employees will be working as part of a team and in close proximity to other staff members and learners. Hygiene is considered a professional courtesy. Breaches will be dealt with as sensitively as possible but may be dealt with through the disciplinary procedure.

3.24 Collections/Raffle Tickets

The CTC wishes to avoid the possibility that any member of staff might feel obliged or pressured into making donations or contributions. Collections and selling of raffle tickets is generally not permitted. In a limited number of special circumstances, the approval may be given by the general manager; however this in no way implies an obligation on any staff member to contribute.

3.25 Public and Civic Duties

Employees may at some time be required to perform certain duties of a public or civic nature (e.g. Jury Service) and paid leave is available to the employee in such circumstances. A copy of the official request should be provided to the general manager at the earliest possible opportunity to facilitate alternative arrangements in the event of prolonged absence. In the case of Jury Service, the employee is required to return to work at the earliest opportunity if not selected or in the event of the case being postponed. Any monies or allowances received for the performance of such duties, other than the reimbursement of expenses, must be notified to the general manager and the appropriate deduction will be made from the next salary payment.

3.26 Conflict of Interest

Staff should avoid situations where the potential for or a reasonable perception of a conflict of interest could arise. A conflict of interest occurs when an employee is in a position where their conduct could be perceived to be influenced by some factor other than concern for the best interest of the CTC. *Examples could include;* a personal or business/financial relationship with a company supplier, a financial interest or personal benefit from the outcome of a decision. If a member of staff has a concern, it should be brought to the general manager's attention without delay.

Failure to adhere to the Terms and Conditions may result in disciplinary action up to and including dismissal.

4. Data Protection Policy

Introduction

The EU General Data Protection Regulation (GDPR EU 2016/679) replaces the Data Protection Directive 95/46/EC and was designed to harmonize data privacy laws across Europe, to protect and empower all EU citizens' data privacy and to reshape the way organizations across the region approach data privacy. From the 25th May 2018 the key legislative frameworks are

- The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)
- The “Law Enforcement Directive” (Directive (EU) 2016/680) which has been transposed into Irish law by way of the Data Protection Act 2018
- The Data Protection Acts 1988 and 2003
- The Data Protection Act 2018
- The 2011 “e-Privacy Regulations” (S.I. No. 336 of 2011 – the European Communities (Electronics Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011)

The Data Protection Acts 1988 and 2003 and key legislative updates as listed in the introduction above, apply to the processing of personal data and management is committed to complying with its legal obligations in this regard. The organisation collects and processes personal data relating to its employees and learners in the course of business in a variety of circumstances, e.g., Recruitment, training, payment, performance reviews, and to protect the legitimate interests of the organisation.

The General Data Protection Regulation (GDPR) applies from 25th May 2018. It has general application to the processing of personal data in the EU setting out more extensive obligations on data controllers and processors, and providing strengthened protections for the employees. Although the GDPR is directly applicable as a law in all Member States, it allows for certain issues to be given further effect in national law in Ireland, the national law, which, amongst other things, gives further effect to the GDPR, is the Data Protection Act 2018.

This policy covers any individual about whom this organisation processes data. This may include current and former employees, learners and board members.

Personal data is defined as any information relating to an identified or identifiable natural person (‘employee’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Special categories of personal data – personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Processing of data includes: collecting; recording; storing; altering; disclosing; destroying; and blocking.

Personal data shall normally be stored on the employee's personnel file or HR/Payroll electronic files or databases. Management will ensure that only authorised personnel have access to the information and appropriate security measures are in place to protect against unauthorised access. The general manager is normally the data protection officer unless otherwise advised.

4.1 Collection and Storage of data

The CTC processes certain data relevant to the nature of the employment regarding its employees and, where necessary, to protect its legitimate business interests. Management will ensure that personal data will be processed in accordance with the principles of data protection as described in the Data Protection Acts 1988 and 2003 and key legislations updates as listed in the introduction above. Personal Data must be processed lawfully, fairly and transparently by CTC's

Personal data is normally obtained directly from the employee concerned. In certain circumstances, it is necessary to obtain data from third parties, e.g., references from previous employers. Where relevant to the nature of the work, the organisation may make an application to the Garda Vetting Bureau for Garda clearance of an employee.

The personal data collected is used for ordinary personnel management purposes. Where there is a need to collect personal data for another purpose employees will be informed of the purpose, and your consent will be sought where required. Employees are responsible for ensuring that they inform the general manager of any changes in their personal details, e.g., Change of address or bank account details etc.

Management will endeavour to ensure personal data held by the organisation is up-to-date and accurate. The organisation is under a legal obligation to keep certain data for a specified period of time. In addition, the organisation will need to keep personal data for a period of time in order to protect its legitimate interests.

4.1.1 Rights of Individual employees whose data is collected

The CTC will design and maintain appropriate policies, procedures and training to implement the following data rights of employees.

Right of access by the employee

The CTC will implement procedures to ensure that requests from employees for access to their personal data will be identified and fulfilled in accordance with the legislation.

Right to rectification

The CTC is committed to holding accurate data about employees and will implement processes and procedures to ensure that employees can rectify their data where inaccuracies have been identified.

Right to erasure (right to be forgotten)

The CTC processes personal data it collects because there is a legal basis for the processing. Where the CTC receives requests from employees looking to exercise their right of erasure then the CTC will carry out an assessment of whether the data can be erased without affecting the ability of the CTC to provide future services to the employee or to meet its statutory obligations.

Right to restriction of processing

The CTC will implement and maintain appropriate procedures to assess whether an employee's request to restrict the processing of their data can be implemented. Where the request for restriction of processing is carried out then the CTC will write to the employee to confirm the restriction has been implemented and when the restriction is lifted.

Right to data portability

The CTC processes personal data it collects because there is a legal basis for the processing. Where the CTC has collected personal data on employees by consent or by contract then the employees have a right to receive the data in electronic format to give to another data controller. It is expected that this right will apply only to a small number of employees.

Right to object (Art.21)

Employees have a right to object to the processing of his or her personal data in specific circumstances. Where such an objection is received, the CTC will assess each case in its merits.

Right not to be subject to automated decision making (Art.22)

Employees have the right not to be subject to a decision based solely on automated processing, where such decisions would have a legal or significant effect concerning him or her. At present there is no automated processing within the CTC, if in the future such processing is commenced, the CTC will ensure that where systems are implemented then an appropriate right of appeal is available to the employee.

Right to complain

The CTC will implement and maintain a complaints process whereby employees will be able to contact the Data Protection Officer. The Data Protection Officer will work with the employee to bring the complaint to a satisfactory conclusion for both parties. The employee will be informed of their right to bring their complaint to the Data Protection Commissioner and their contact details.

4.1.2 Data Protection Privacy Summary

Reasons for collecting data:

The personal data which we collect is used for the following reasons;

HR/Revenue/Pension/SIPTU/ Funder requirements to fund CTC/Budgetary purposes

Uses to which it will be put:

It is necessary to process personal data you provide in connection with your employment with the CTC. By providing your personal data, you acknowledge that such personal data may be processed for those purposes, including:

- A. To contact you about your employment with the CTC.
- B. Maintenance of your employee records to include;
HR/Revenue/Funder/DEASP/Pension Provider/Insurance/SIPTU.
- C. To comply with funder monitoring and reporting requirements.

Each of the data controllers listed above undertakes to maintain your personal data in secure conditions with appropriate technical and organisational measures to protect it from unauthorised access or use.

- D. The data held on your HR records will be disclosed to relevant employees of the relevant data controllers and the FET programme funder on a need-to-know basis. All relevant employees are made aware of the procedures they must follow to ensure your data is appropriately protected. It may also be made available to affiliated entities, agents, service providers, advisers and data processors and other Governmental, regulatory and/or public sector bodies.

To whom the data will be disclosed:

We may share your information with:

- your authorised representatives
- third parties with whom: (i) we need to share your information to facilitate transactions you have requested, and (ii) you ask us to share your information
- service providers who provide us with support services;
- statutory and regulatory bodies (including central and local government) and law enforcement authorities;
- credit reference/rating agencies; and
- third parties in connection with persons making an enquiry or complaint; debt collection agencies, budgeting and advice agencies, tracing agencies, receivers, liquidators, examiners, Official Assignee for Bankruptcy and equivalent in other jurisdictions;
- trade associations and professional bodies, non-statutory bodies and members of trade associations;
- pension fund administrators, and pensions trustees insurers/re-insurers, insurance bureaux;
- healthcare professionals and medical consultants;

Whether it will be transferred outside the EU:

Not Applicable.

Legal basis for processing the data:

Revenue & DEASP/Employment Law/Contract with Funder
GDPR/Garda Vetting/Legal Obligation (e.g. court order/maintenance)

Period for which data will be stored or the criteria used to determine retention periods:
We will keep your personal data for the purposes of on-going administration, audit, and review, but only for as long as is necessary to meet the purposes for data retention as set out in our Data Protection Policies & Procedures document. Each data controller listed above, will retain personal data according to its own Data Protection policy.

Where the processing is based on legitimate interests, the legitimate interests concerned are:

We use, and share, your data where:

- you have agreed or explicitly consented to the using of your data in a specific way (you may withdraw your consent at any time);
- use is necessary in relation to a service or a contract that you have entered into or because you have asked for something to be done so you can enter into a contract;
- use is necessary because we have to comply with a legal obligation;
- use is necessary to protect your “vital interests” in exceptional circumstances;
- use is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- use for our legitimate interests such as managing our business including providing service information, training and quality assurance and strategic planning;

Where the processing is required for statutory/contractual reasons and the consequences for the employees member (individual) of not providing it:

If you do not provide information we may not be able to:

- provide requested services to you;
- to continue to provide and/or renew existing services

We will tell you when we ask for information which is not a contractual requirement or is not needed to comply with our legal obligations.

If the employees member (employee) will be subjected to automated decision making:
Not Applicable.

The rights of employee's member under GDPR:

Your rights will be set out in our Data Protection Policies & Procedures document.

4.2 Security and Disclosure of data

Management will take all reasonable steps to ensure that appropriate security measures are in place, to protect the confidentiality of both electronic and manual data. Security measures will be reviewed from time to time, having regard to the technology available, the cost and the risk of unauthorised access.

Personal data will only be processed for employment related purposes, and in general will not be disclosed to third parties, except where required or authorised by law or with the agreement of the employee.

Please note that data provided within the context of accessing professional advice or services or providing information relevant to the provision of funding should not be considered a breach of data protection.

Employees may have access to a certain amount of personal data relating to colleagues, learner customers and other third parties. All employees must play their part in ensuring its confidentiality. They must adhere to the data protection principles and must not disclose such data, except to the authorised person in the course of their employment, or in accordance with law. They must not remove or destroy personal data except for lawful reasons and are required to implement all organisational security policies and procedures, e.g., use of computer passwords, locking filing cabinets.

Any breach of the data protection principles is a serious matter and may lead to disciplinary action up to and including dismissal. If employees are in any doubt regarding their obligations, they should contact the general manager.

4.3 Medical data

Management may carry out pre-employment medicals as part of the recruitment process. This data will be retained. Occasionally, it may be necessary to refer employees to the company doctor for a medical opinion and, all employees are required by their contract of employment to attend and to fully co-operate. Medical information will be stored in a secure manner with the utmost regard for the confidentiality. The organisation does not retain medical reports on job applicants who do not become employees for longer than is necessary. Employees are entitled to request access to their medical reports.

4.4 E-mail monitoring

The organisation provides e-mail facilities and access to the internet for business purposes. In order to protect against the dangers associated with e-mail and internet use, screening software may be in place to monitor e-mail and web usage. The organisation regularly backs up information stored on its network, including information relating to e-mail messages. Accordingly, employees should not have an expectation of privacy in relation to the sending, or storing, of e-mail messages. Mailboxes are only opened where there is a legitimate work reason or in the legitimate interest of the organisation. While the organisation does not routinely monitor the content of e-mail messages, it may, for computer maintenance and other purposes, analyse e-mails individually or collectively.

Circumstances giving rise to such analysis include, but are not limited to:

- Investigations triggered by indications of misconduct
- The detection of computer viruses
- Monitoring proper use
- The location of information required for business purposes
- Responding to legal or regulatory requirements
- Fulfilment of obligations to customers, clients, third parties and relevant regulatory Authorities

4.5 Data Protection Officer

The general manager is normally the data protection officer unless otherwise advised. He/she bears overall responsibility for ensuring compliance with data protection legislation. All employees must co-operate with the data protection officer when carrying out his or her duties. The data protection officer is also available to answer queries or deal with employees' concerns about data protection.

4.6 Access requests

Employees are entitled to request data held about them on computer or in relevant filing sets. The organisation will provide this data within 30 days. There is no charge for requesting this data. An employee should make a data access request in writing to the general manager stating the exact data required and that the request is being made under the data protection legislation.

Employees are only entitled to access data about themselves and will not be provided with data relating to other employees or third parties and data may be blocked out where appropriate. An employee has the right to have incorrect data rectified or removed.

4.7 Right to object

Employees have the right to object to data processing that is causing them distress. Where such objection is reasonable and well founded, management may cease processing the data unless it has a legitimate interest that prevents this. The organisation will make every effort to alleviate the distress caused to the individual. An objection should be made in writing to the general manager outlining the data in question and the distress being caused to the employee.

For more information, please contact the data protection officer.

Breach of the data protection policy and practices may result in disciplinary action up to and including dismissal.

4.8 Responsibilities of employees and similar parties

Anyone who processes personal data on behalf of the CTC has a responsibility to comply with this data protection policy.

Training and awareness

All employees will receive training on this policy. New employees will receive training as part of the induction process. Completion of this training is compulsory. Also, employees are continuously reminded of data protection obligations through; postings on noticeboards; e-mails to employees; resources on the CTC's intranet site; regular awareness raising; staff meetings, and other relevant communications.

Consequences of failing to comply

The CTC takes compliance with this policy very seriously. Failure to comply puts both the employees and the CTC at risk.

The importance of this policy means that failure to comply with any requirement may lead to disciplinary action under the CTC Disciplinary Policy and Procedure.

5. Recruitment, Selection and Probation Guidelines

5.1 Purpose

The purpose of a recruitment and selection process is to find the most suitable person, with the necessary skills, qualifications, expertise and experience for the post.

The CTC is an Equal Opportunities employer and welcomes applications from suitably qualified persons from all sectors of the community. The Employment Equality Act prohibits discrimination in all aspects of a person's employment and access to employment, as such provisions of the Act are incorporated into all of our policies and procedures, terms and conditions of employment. It is the intention of the organisation that the recruitment process will be fair, objective and merit based. Canvassing will disqualify an applicant with immediate effect.

Garda Vetting:

In accordance with Children First, National Guidance for the Protection and Welfare of Children, new recruits will be required to satisfactorily complete the CTC Garda vetting process as a condition of employment.

5.2 Job Description

The job description outlines the key functions, duties and responsibilities of a particular post and may be updated from time to time, to reflect changes in operations, practice and or legislative requirements.

5.3 Advertisement

All posts of indefinite duration will be advertised publicly, for example, national/local papers on the FÁS website and copies of the advertisement should be placed prominently within the CTC.

5.4 Application Process

A recruitment panel will be established to manage the recruitment process on behalf of the Board. The job description, person specification, contract of employment, advertisement and dates will be agreed, having taken appropriate advice in their development. A Standard Application form and/or a Curriculum Vitae and/or supplementary information may be required as part of the application process.

5.5 Closing Date & Late Applications

The closing date and time for applications is final, and applications received after the date or time stated will not be considered. It is the responsibility of the applicant to ensure their application is received on time.

5.6 Short Listing Criteria

Short listing criteria are the objective standards used to select candidates for interview. The short-listing criteria may exceed the minimum requirements for the post as described in the advertisement where a large number of suitable applicants have applied. All applicants will be advised in writing of the outcome of the short-listing process.

Candidates will be advised of interview dates and times in writing and must confirm their attendance in advance. In certain circumstances, a further round of interviews or other selection methods may be undertaken.

5.7 Offer of Employment

An offer of employment will only be made when references have been checked, Garda vetting requirements met, qualifications have been confirmed, and salary levels and start dates agreed. All appointments must be confirmed by the Board.

Once confirmed by the Board, the contract of employment and job description will issue to the successful candidate for signature. Appointments will include a probationary period which is considered as an extension of the recruitment process.

5.8 Temporary or Part-Time Employees

Management is not obliged to appoint temporary employees, part-time or evening workers to contracts of indefinite duration or part time employees to full time contracts. As with all other appointments employment will be based on suitability, experience and skills level and will be advertised in accordance with the recruitment guidelines. Temporary and part-time employees are advised to apply in the normal manner. Where circumstances warrant it, the CTC may be required to fill vacancies on a temporary basis.

The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specific purpose contracts where such termination is by reason of the natural expiry of the contract.

On-going employment is subject to accurate information being provided at the recruitment stages and to appropriate Garda Vetting. Failure to provide accurate information may result in disciplinary action, up to and including dismissal.

5.9 Probation

The probationary period of employment is seen as a continuation of the recruitment process. The purpose of this period is to allow both the employer and the employee to assess their suitability for the post and the ability to perform the duties to the standards required. The general manager (or Chair) will initially introduce you to the staff and facilities and provide you with key information regarding your post.

Induction guidelines have been developed for CTC staff, and your general manager will arrange to take you through the programme in a planned and structured manner. Should you have any queries or questions you should contact your general manager directly.

The probationary period will normally last for 6 months of uninterrupted service and may be extended by absences. Management reserves the right to extend the probationary period for up to 4 additional months to allow for further assessment of suitability. Staff will be provided with 1 weeks' notice during their probationary period.

5.10 Probationary Review

The early months of performance are seen as an indicator of potential satisfactory performance, and it is the responsibility of the individual employee to demonstrate competency, capability and conduct expected of the position.

Probationary Review Meetings will normally be held at 3 month intervals and should be seen by the employee as an opportunity to discuss and receive feedback on their experience of and performance in the post to date.

Should performance issues arise during the probationary period, the employee will be advised of the nature of the difficulties and, advised of the necessary measures to enhance performance to the required standard.

Written confirmation of appointment will be provided on successful completion of the probationary period.

It should be noted that the progressive warning levels provided for in the disciplinary policy may be abridged (shortened) when applied during their probationary period. The provisions of the Unfair Dismissals Act do not normally apply to employees with less than 12 months service. The provisions of the Unfair Dismissals Act do not normally apply to employees on “temporary fixed term” or “specified purpose” contracts, where termination is by reason of the natural expiry of that contract.

6. Time Away from Work

6.1 Time Off in Lieu (TOIL)

It is not expected that staff will be required to work in excess of their normal hours very often. In the normal course of events, the general manager will have requested and approved any requirement for additional hours in advance. All additional hours must be formally recorded, signed and dated by the individual and the general manager. Where procedures have been followed, reasonable time in lieu, normally on an hour for an hour may be provided. Where dates have not been agreed for the taking of TOIL, you may be asked to take it at short notice, for example; when the CTC is quiet.

Except in exceptional circumstances, TOIL must be taken within 4 weeks of being accrued as it may not be carried forward. TOIL for attendance at training or development is treated differently and is detailed in the Training and Development policy.

In very exceptional circumstances, (for example, adverse weather conditions make it unsafe to drive) where a staff member is reasonably prevented from attending work normal notification procedures will apply. Time lost will be deducted from leave (or TOIL) on an hour for hour basis.

6.2 Emergency Family Leave (FORCE MAJEURE)

The Parental Leave Act grants all employees' a right to paid leave from work in a time of family crisis 'an emergency' where the criteria and notification procedures have been properly followed. This leave is known as *force majeure leave* and arises where there is a sudden and unforeseen need for the immediate and indispensable presence of the employee as a result of, sudden injury or illness involving a close family member.

The general manager (or acting manager) must be notified of the emergency as soon as possible. A staff member should not leave work without notifying the appropriate person of the emergency. A force majeure leave sheet providing details of the emergency must be completed.

The emergency/force majeure leave will be assessed on whether or not it meets the following:

- Unplanned
- Urgent
- Immediate
- Indispensable (the employee's presence)

A close family member for the purpose of Force Majeure refers to:

- Parent /Guardian or acting in loco parentis
- Sibling
- Spouse/partner
- Child

The leave is limited to 3 days in any 12 month period or 5 days in a 36 month period. Absence for part of a day is counted as one day of force majeure leave.

6.3 Compassionate Leave

Compassionate leave may be considered on an individual case by case basis, at the discretion of the general manager (or Chair). In the case of close family members, (parent/guardian, sibling, spouse / partner, child) up to 5 days compassionate leave with pay may be granted.

On the death, of other family members, with whom the staff member had resided or for whom funeral arrangements are his/her responsibility, up to 3 days compassionate leave may be provided. Up to 1 day paid leave may be provided to allow a staff member travel to a funeral of a close friend or relative. In other instances, time off may be provided to attend a funeral service. In all cases, leave on compassionate grounds is at the managements' discretion.

7. Annual Leave, Public Holidays & Company Days

7.1 Policy

The annual leave entitlement of each staff member is detailed in the contract of employment. All routine leave must be applied for in advance and approved by the general manager (or the Chair in the case of the general manager.)

If the amount, of annual leave taken exceeds that accrued the company reserves the right to deduct the excess from your final salary or other monies owing to you on termination of employment.

Annual leave is accrued on the basis of hours worked. Where an employee has worked in excess of 1,365 hours in a leave year they are entitled to 4 working weeks holidays.

7.2 Service Closure

Staff are required to take annual leave to accommodate learner holidays and/or service closure. 2 weeks staff annual leave must be taken where a 4-week learner holiday period applies. Staff are also expected to keep a number of annual leave days for the Christmas period. The CTC will normally close for a period during Easter. Appropriate notice of dates will be given in advance.

7.3 Applying for Annual Leave

Annual leave must be applied for. We will endeavour to facilitate requests for annual leave, where the application has been made at least 1 month in advance for leave of 5 or more days. Requests for leave of up to 5 days must be made 2 weeks in advance.

There may be occasions where it is not possible to accommodate the dates applied for, and we would advise that you apply as early as you can to avoid disappointment. Unfortunately, it is unlikely that we will be able to accommodate the 'surprise' break, and we recommend that you inform your nearest and dearest that they will need to contact the general manager before any bookings are made to avoid any costly mistakes.

7.4 Sickness during Annual Leave

Certified sickness during annual leave will have the effect of cancelling annual leave from the date of the medical certificate. Annual leave may not be resumed unless the employee returns to work. Uncertified sickness has no effect on annual leave.

Absences due to sickness immediately before, during or after annual leave may be subject to special examination. Management reserve the right to require staff to attend an occupational health physician where sick leave is taken immediately before or after annual leave.

Failure to comply fully with annual leave procedures may result in disciplinary action up to and including dismissal.

7.5 Carry Over

Annual Leave must be taken within the leave year to which it relates. The holiday year runs from 1st January to 31st December. In very exceptional circumstances where, due to pressure of work the employee is unable to take all of the leave entitlements within the leave year a maximum of up to 10 days may be carried over to the following year with the prior authorisation of the Board. It is not expected the carry-over will occur in subsequent years.

Minimum rest periods are applicable and must be considered before approval for carry over will be granted. Any authorised carry over must be taken within 2 months of the end of the leave year in which it was accrued.

7.6 New Recruits / Part Time and Temporary Employees

New Employee: The annual leave year runs from 1st January to 31st December each year and new employees will be granted proportionally less for less than 12 months service. In accordance with the Organisation of Working Time legislation, all employees earn holiday entitlements from the time work is commenced. On completion of 8 months, service (or earlier by agreement) employees are entitled to 2 weeks unbroken leave.

7.7 Part Time and/or Temporary Staff

Annual Leave will be calculated in the same manner on a pro-rata basis. Where a minimum of 1,365 hours in a leave year has been worked an employee is entitled to 4 working weeks leave.

7.8 Public Holidays

The Organisation of Working Time Act 1997 provides the following nine Public Holidays;

- | | |
|---|--|
| 1. New Year's Day (1 st January) | 2. St Patricks Day (17 th March) |
| 3. Easter Monday | 4. First Monday in May |
| 5. First Monday in June | 6. First Monday in August |
| 7. Last Monday in October | 8. Christmas Day (25 th December) |
| 9. St Stephen's Day (26 th December) | |

Part-time employees qualify for public holiday entitlements provided they have worked at least forty hours in the preceding five weeks, ending the day before the bank holiday. Where a staff member is scheduled to work on the public holiday, they will receive a payment or time in lieu for that day. Part-time staff not normally scheduled to work on the public holiday will receive paid time off equal to one fifth of their normal weekly working hours.

7.9 Company Days

Company are taken as prescribed by management and not accrued or carried forward. They are not part of or added to annual leave and are only applicable to staff who are normally scheduled and are available to work on the specified company day.

- **To be taken at Christmas:**
All Staff: 1 Company day
- **To be taken at Easter:**
All Staff: Good Friday +Easter Tuesday
+ 1 company day on completion of 5 years service
+ 1 company day on completion of 10 years service

Instructors Only: + 1 company day on completion of 15 years service
+ 1 company day on completion of 20 years service

Application of the standardised leave and company days;

Manager: Annual Leave: 26 Days, plus company days: 1 x Christmas, Good Friday, Easter Tuesday with up to 2 extra days taken at Easter earned after long service of 5 & 10 years. To a maximum of 31 days.

Instructors: Annual leave 21 days, plus company days: 1x Christmas, Good Friday, Easter Tuesday, with up to 4 extra days taken at Easter earned after long service of 5, 10, 15 & 20 years. To a maximum of 28 days.

Clerical: Annual Leave 20 days plus company days: 1 x Christmas, Good Friday, Easter Tuesday, with up to 2 extra days taken at Easter earned after long service of 5 & 10 yrs. To a maximum of 25.

Instructors: (where leave had reached 23 days prior to 2008.) Annual Leave 21 days. Company Days: 1 x Christmas, Good Friday, Easter Tuesday & 2 at Easter with up to 2 extra days taken at Easter after long service of 15 & 20 years. To a maximum of 28 days.

Clerical: (where leave had reached 21 days prior to 2008) Annual Leave: 20 days. Company days: 1 x Christmas, Good Friday, Easter Tuesday & 1 at Easter with up to 1 extra taken at Easter after long service of 10 years. To a maximum of 25 days.

8. Sick Leave & Absence Management Policy

8.1 Policy

Sick leave refers to the unavoidable absence from work due to ill health. The CTC's contingency plan will specify the arrangements to be put in place in the event of absence of a colleague and the general manager will ensure that appropriate provisions have been made.

The decision whether, in respect of an absence due to illness, sick leave is to be granted, is a matter for the general manager. The production of a medical certificate does not in itself entitle the staff member to sick leave. A regular or pattern of absences may be subject to special examination.

8.2 Notification of Sick Leave

It is the employee's responsibility to notify the general manager (or Chair) directly himself or herself, as early as possible on the first day of illness but no later than the normal start time, to allow for appropriate cover arrangements to be put in place. A text message is not considered an appropriate notification of an absence.

8.3 Return to Work Following Absence due to Illness

On return to work, following any period of illness staff must report to the general manager as soon as they arrive and an informal return to work interview will be conducted.

A "Certificate of Fitness to Return to Work" will be required for certain ailments and / or absences in excess of 7 days and you will be advised of any requirements in this regard. Management reserves the right to require "Certificate of Fitness to Return to Work" at its discretion and staff are expected to fully co-operate in this regard.

8.4 Regular or Continued Absence due to Illness

In the unfortunate instance that you are unfit for work, either on a regular or prolonged basis due to illness, you are required to keep in regular contact with the general manager (or Chair) regarding progress and expected date of return to work. You will appreciate that as appropriate cover needs to be arranged it is vital that sufficient information is provided. Full co-operation from all staff is expected.

8.5 Certified and Uncertified Sick Leave

Certified Sick Leave: A medical certificate is required in respect of absence due to illness for more than two consecutive working days. A pattern of absences may be subject to special examination. Management reserves the right to require certification of all absences.

Uncertified Sick Leave: Subject to appropriate notification procedures, where no abuse of the regulations occurs, no patterns are evident and, arrangements are not used to supplement annual leave, staff may avail of up to 7 uncertified sick days in a 12 month period.

8.6 Medical Certification

Medical certificates are normally accepted for a maximum period of one week and renewed at weekly intervals thereafter (unless otherwise agreed in the case of prolonged absence).

Where medical certificates are renewed, following a medical examination, the certificate should reach the CTC no later than the close of business on the date the previous certificate expires. Medical certification of '*Fitness to Return to Work*' may be required before a resumption of duties.

Medical Certificates must contain the following information:

- Name of patient & date of issue
- Name, address & signature of a medical practitioner
- Medical opinion that the employee is unfit for work due to illness
- Nature of the illness & expected duration of illness

Management may refuse to accept medical certification that does not meet requirements and the employee may be required to provide a medical certificate that meets requirements.

8.7 Attendance at the CTC Medical Practitioner

A staff member may be required to attend a medical examination with a medical practitioner nominated by management. Where the employee is under the supervision of a hospital consultant or specialist, the CTC nominated medical practitioner may seek a report from such a specialist on the employee's prognosis for recovery. Costs of such examinations will be borne by the CTC. The report will be made available to the staff member.

8.8 Absence due to long term illness or disability

The CTC is committed to working with the individual to support their rehabilitation, and return to a full working life where this is reasonably possible to do so. The general manager (or Chair) will work with the staff member, to devise an individual plan that meets operational requirements and facilitates a speedy return to full duties where it is possible to do so. On-going communication with the general manager (or Chair for the general manager) is extremely important.

8.9 Medical / Dental Appointments

Routine medical or dental appointments should not be scheduled during normal working hours and will be deducted from leave. Reasonable time off may be facilitated for non-routine or consultant appointments, 2 weeks' notice will be the norm and written confirmation of the appointment may be required.

8.10 Annual Leave and Prolonged Sick Leave

Statutory annual leave will accrue in respect of certified sick leave from the 1st August 2015. Such annual leave can be taken upon the staff member's return to work. Statutory annual leave accrued during a period of certified sick leave will normally be taken during the leave year in which it occurs. Where this is not possible due to continued sickness absence, the annual leave should be taken within 6 months of the end of the leave year in which it was accrued. In any case, annual leave accrued during the certified sick leave will be subject to a maximum carry over period of 15 months. Applications for such leave will be made in the normal manner as outlined in section 7.3. Staff should note that company days do not accrue in this manner.

The above is subject to the following:

- All notification, certification and social welfare procedures have been appropriately followed
- The staff member must return to work
- The staff member must be on either full or half sick leave pay
- The leave refers to the leave year in which the return to work occurs
- Leave in lieu will also be provided for public holidays accruing during the period of certified sick leave and the public holiday will be recorded as a sick leave day.
- Company days do not accrue.
- Leave will normally be taken during the leave year to which it refers.
- In exceptional circumstances, where, due to the pressure of work a staff member is unable to take all of the leave, carry-over will be governed by the normal carry over rules detailed at 7.5.

Having followed due process, abuses or non-compliance with regulations are treated extremely seriously and may result in disciplinary action up to and including dismissal. Working while on sick leave is treated as a serious disciplinary offence and may result in disciplinary action up to and including dismissal.

Absence Management Policy

8.11 Recording & Analysing Information

The availability of full and accurate records is of prime importance to the successful management of absenteeism. The general manager will collect and collate absenteeism figures on a regular basis and will furnish the Board with reports regarding absenteeism levels.

8.12 Monitoring & Review

The general manager is responsible for recording monitoring and managing individual and organisational absence levels.

The general manager may instigate a formal review of attendance where, for example there are frequent short term absences are occurring, a pattern of absences has been identified, where the individual staff member is regularly absent (with or without certification), where sick leave thresholds are regularly approached, where absences

immediately precedes or follows a period of leave or other unusual leave activity has been identified.

8.13 Absence Management Review Process

The general manager or (Chair in the case of the general manager) will notify the employee that a review of absence levels has been undertaken, and a meeting will be arranged to discuss absence levels. The purpose of the meeting is to discuss the causes of absenteeism and develop an appropriate plan including timeframes to increase attendance levels. (the plan may include, for example; certification of all absence due to illnesses, referral to a medical practitioner etc.).

8.14 Long Term Absence Review Process

In the case of a staff member who is absent on a long-term basis, the general manager or (Chair) may contact the staff member directly to discuss the current situation regarding the staff member's health and possible return to work. Management may, at its discretion, refer the staff member to the CTC medical practitioner for examination.

Consideration will be given to requests to alter the terms of the employment contract to support a return to work where management regard the proposals as reasonably practicable in the circumstances and will not result in an unreasonable burden on the organisation or other staff members. On-going communications with the general manager (or Chair) are extremely important.

8.15 Ill-Health Retirement

In cases of chronic ill health, retirement on ill-health grounds is an option that will be considered. The decision to pursue ill-health retirement is based on medical opinion, and taken in the event that it is unlikely that the staff member will return to full duties within a reasonable timeframe. This option will be fully discussed with you.

Where staff have complied with medical certification, absence procedures and other requirements, management will make every reasonable effort to hold the position open for up to 18 months. In exceptional circumstances, where the employee has been on sick leave for 18 months, and the medical prognosis is that a full return to work is likely within a 3 month timeframe, management may, at its discretion, continue to hold the position open to accommodate a full return to work within the 3 month timeframe.

8.16 Special Considerations

Management will work and appropriately assist, and support a staff member who has been diagnosed with a terminal illness. In the event of a staff member contracting a terminal illness, they are advised to contact the general manager (or Chair) to discuss the situation.

Management may, with the permission of the staff member, write to their GP to establish;

- The medical position
- Prognosis, as this may be critical in establishing the most beneficial course of action. In light of the circumstances and following consultation with the staff member, the general manager may recommend retirement on the grounds of permanent ill health.

CTC Paid Sick Leave Scheme

Applicable to FÁS funded General Managers, Instructors and Clerical officers with 12 months continuous service

8.17 General Discretion

Sick leave is a benefit of working with the CTC and is intended to ease the financial burden that may be associated with an employee's inability to work due to illness.

Subject to full compliance with regulations, a paid sick leave scheme, less social welfare benefits, is in place for General Managers, Instructors and Clerical staff who have completed 12 months continuous service.

The decision whether, in respect of any absence due to illness, sick leave is to be granted, and whether it is to be with or without pay, is a matter for management. The production of a medical certificate does not in itself entitle a staff member to paid or unpaid sick leave.

8.18 Payment or Continued Payment while on Sick Leave

Payment or continued payment for absence due to illness is subject to the following;

1. Compliance with regulations including notification and the medical certification requirements
2. No, abuse of regulations is occurring
3. The arrangements are not regarded as a means of supplementing annual leave
4. The CTC is in receipt of social welfare payments for the relevant period of absence

8.19 Staff Responsibilities

In order to avail of the paid sick leave scheme, staff are required to make the necessary claims to social welfare immediately for all periods of absence due to illness. Forms are available from your doctor. Staff must ensure that benefits are reimbursed to the CTC within a reasonable time frame normally 4/5 working weeks of sick leave commencing if salary payments are to continue.

You are required to nominate the CTC bank account in the payment section' of the claim form informing the payments section that benefits will be paid directly to the CTC.

Where benefits are not forthcoming within a reasonable timeframe, normally 4/5 working weeks of sick leave commencing, the staff member will be required to provide official Departmental confirmation of the status of the claim if salary payments are to continue.

Where benefits are not forthcoming within a reasonable timeframe, and official Departmental confirmation of the status of the claim has not been provided, management reserve the right to suspend/adjust salary payments pending acceptable resolution.

It will be appreciated that as paid sick leave involves a substantial financial commitment from the organisation, it is closely monitored. Failure to fully comply with sick leave procedures including reimbursement of social welfare benefits within a reasonable

timeframe may result in the delay or withdrawal of the benefit. Management reserves the right to recoup any losses arising from the employee's failure to follow procedures.

8.20- Payment

Subject to compliance with regulations and 12 month continuous service requirement payment for absences (certified and uncertified) due to sickness may be allowed for a maximum of 12 months (260 working days, 130 at full pay and 130 at half pay) in a period of 4 years (48 months). Absence in excess of 12 months in a period of 4 years period is at no pay. If a staff member is on nil or half pay on the expiry of the 4 year cycle, payment will not resume until a return to full-time work occurs.

8.21- 4 year Cycle

The 4 year absence cycle commences on the first day of absence (certified or uncertified) taken by the staff member. The period ends 48 months later.

For example;

First Day of Absence (certified or uncertified)	5/3/2012
Last Day of 4 year absence cycle	4/3/2016

The next 4 year absence cycle will begin on the first day of absence (certified or uncertified) taken after the 4/3/2016.

8.22 Staff who have not completed the 12 month continuous service requirement

Subject to the normal regulations and notification provisions, staff who have not yet completed the 12 month continuous service requirement may be granted up to a maximum of 5 days paid sick leave (certified and uncertified) at the discretion of management. The duration of a probationary period may be extended by the duration of any absences due to illness.

The above provision maybe reviewed in light of legislation.

8.23 Part Time and/or Temporary Staff

Sick Leave will be treated in the same manner on a pro-rata basis.

Should a contract reach its termination date while the employee is on sick leave, payment and all protections will cease in accordance with the termination date of the contract.

The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specified purpose contracts where such termination is by reason of the natural expiry of the contract.

8.24 Disciplinary Action

The disciplinary policy may be invoked where there is evidence that a staff member has breached the CTC's sick leave policy and procedure, for example; by: not reporting sickness in the correct way, taking sick leave when he / she is not sick, working while on sick leave, or failure to follow the procedure in relation to the paid sick leave requirements.

9. Maternity Leave

9.1 Policy

All pregnant employees' are entitled to maternity leave where notification and confirmation of pregnancy has been provided in accordance with these procedures. We would appreciate you notifying us as soon as possible of the expected date to allow us to appropriately plan for your absence.

9.2 Pregnancy Related Medical Care

We will facilitate such time off as necessary from normal working time, to attend pregnancy related ante-natal or post-natal care without loss of pay. A minimum of 2 weeks' notice is required, and evidence of the appointment may be requested. We will facilitate attendance at one set of ante-natal classes (apart from the last 3 visits). Time off for an expectant father to attend the last two antenatal classes before the birth is permitted.

9.3 Taking Leave

Maternity leave is 26 weeks. This leave must commence at least 2 weeks prior to the expected date of birth, and a minimum of 4 weeks must be taken after the expected date of birth. The employee may take the remaining weeks at their own discretion provided a minimum of 4 weeks' notice has been provided. We would appreciate you letting us know as early as possible of your intended leave dates to allow us to plan for your absence.

9.4 Additional Leave

In addition to maternity leave up to 16 consecutive weeks additional leave may be taken where 4 weeks' notice has been provided. Additional leave must commence immediately after maternity leave has ended to qualify. Cancellation of additional leave also requires a minimum of 4 weeks' notice.

9.5 Return to Work

Written notification of the intention to return to work following maternity leave or additional maternity leave must be provided at least 4 weeks before the intended return date.

9.6 Annual Leave

Annual leave and public holidays continue to accrue while on maternity leave.

9.7 Time Away From Work for Breast-feeding

Where an employee is breastfeeding, paid time off equivalent to 1 hour per day may be availed of up to 26 weeks after giving birth. How the hour may be taken, is subject to agreement with the general manager.

9.8 Postponement of Leave on Hospitalisation of Child

Subject to management's agreement, a mother has the option of splitting or postponing the period of maternity leave / additional maternity leave in the event of hospitalisation of the child. Maternity leave may only be postponed if the employee has taken at least 14 weeks maternity leave, 4 of which have been after the end of the week of confinement. The maximum period of postponement is 6 months.

9.9 Late Births

In the event of a late birth, maternity leave will be extended to ensure that the employee has 4 weeks leave after the date of birth, subject to a maximum of 4 weeks. The employee must notify the centre of the late birth, in writing, as soon as possible, stating the duration of the extension.

9.10 Early Births

In the event of the birth occurring more than 4 weeks before the expected date, the employee is entitled to take 22 weeks maternity leave from that date. Formal written notification must be provided as soon as possible.

9.11 Stillbirths & Maternity Leave

When a stillbirth occurs after the 24th week of pregnancy, the employee will be entitled to full maternity leave provisions, notification will be provided to the general manager as soon as possible.

9.12 Protective Leave Health & Safety

The following applies to employees who are pregnant, have recently given birth, are breastfeeding and have notified the general manager.

Every employer is obliged to assess any risk to the safety or health and any possible effect on the pregnancy or breastfeeding from exposure to a workplace hazard. The specified hazards broadly break down into physical, biological and chemical agents to which exposure would be deemed a hazard. If any such risks are identified, they will be resolved where possible. Where the above is not possible, the employee may be required to take health & safety leave.

Health & safety leave for an employee ends when the risk has been removed, when suitable alternative work has been allocated, on commencement of maternity leave or at 26 weeks after the end of the week of confinement where breastfeeding.

The employee is entitled to be paid for the first 21 days of health and safety leave granted in any period surrounding a pregnancy. Absence from work on protective leave may not be treated as part of any other leave including sick leave or annual leave. The CTC will provide you with a letter stating that you are on health & safety leave should the leave extend beyond 21 days in order for you to avail of any Social Welfare Benefits.

9.13 Resignation

Where notice of a resignation is received during maternity leave, you may be required to provide written confirmation of the resignation once maternity leave has ended. Notice periods may only take effect from the end of maternity leave. Management may, at its discretion, waive their right to notice.

9.14 Father's entitlement to maternity leave

In the unfortunate event of the mother dying within 24 weeks of the birth of a child, as an employee of the CTC the father may be entitled to any remaining maternity leave from the date of the mother's death. He may also avail of up to 16 weeks of additional maternity leave. Approval of leave will require confirmation of entitlement from the relevant Department.

Management will facilitate paid paternity leave of up to 3 days immediately following the birth or adoption of a child.

Paid Maternity Leave

Applicable to FÁS funded General Managers, Instructors and Clerical officers with 12 months continuous service.

9.15 General

Employees may be entitled to social welfare payment during maternity leave. As a benefit of employment and subject to the notification procedures, the CTC provides a paid maternity leave (less social welfare benefits) for staff that have completed 12 months continuous service. Where procedures have been appropriately followed, payments will be made for 26 weeks. Payments will not be made for any periods of additional maternity leave.

9.16 Staff Responsibilities

In order to avail of paid maternity leave staff must ensure that benefits are reimbursed to the CTC within a reasonable time frame. Staff are advised to make the necessary claims to social welfare 10 weeks in advance of their expected date. Forms are available from your doctor.

You are required to nominate the CTC bank account in the "payment" section of the claim form informing the payments section that benefits will be paid directly to the CTC.

Where benefits are not forthcoming within a reasonable timeframe, normally 4/5 working weeks of maternity leave commencing, the staff member will be required to provide official Departmental confirmation of the status of the claim if salary payments are to continue.

Failure to fully comply with maternity leave procedures including reimbursement of social welfare benefits within a reasonable timeframe may result in the delay or withdrawal of the benefit. Management reserves the right to recoup any losses arising from the employee's failure to follow procedures.

9.17 Part Time and/or Temporary Staff

Maternity Leave will be treated in the same manner on a pro-rata basis.

Should a contract reach its termination date while the employee is on maternity leave, payment and all protections will cease in accordance with the termination date of the contract. The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specified purpose contracts where such termination is by reason of the natural expiry of the contract.

10. Adoptive Leave

10.1 General

The following categories of employees are covered by legislation; all adopting mothers, all sole male adopters and adopting fathers where the mother has died.

10.2 Time off to attend preparation classes

Time off to attend pre-adoption meetings with social workers/health board officials during the pre-adoption process will be facilitated. Two weeks' notice must be given, and official confirmation of appointments may be required.

10.3 Taking Leave

Adoptive Leave is 24 weeks. The leave commences with the placement of the child. A minimum of 4 weeks' notice is required in respect of adoptive leave, and official confirmation of adoption is required.

10.4 Additional Leave

Additional adoptive leave of up to 16 consecutive weeks may be taken. The leave must commence immediately after the adoptive leave has ended in order to qualify. In the case of foreign adoption, some or all of the additional leave may be taken immediately before the date of placement. A minimum of 4 weeks' notice is required.

10.5 Return to Work

An employee must provide written notification of their intention to return to work at least 4 weeks prior to the intended return date.

10.6 Annual Leave

Annual leave and public holidays continue to accrue while on adoptive leave or additional adoptive leave.

Paid Adoptive Leave

Applicable to FÁS funded General Managers, Instructors and Clerical officers with 12 months continuous service.

10.7 General

Staff members may be entitled to social welfare payment during periods of adoptive leave. As a benefit of employment and subject to the notification procedures, the CTC provides for paid adoptive leave (less social welfare benefits) for qualifying persons. Evidence of qualification for Adoptive Leave from the appropriate Department is required.

Where procedures have been appropriately followed, payments will be made for 24 weeks. Payments will not be made for any periods of additional adoptive leave.

10.8 Staff Responsibilities

In order to avail of paid adoptive leave staff, staff must ensure that benefits are reimbursed to the CTC within a reasonable time frame. Staff are advised to make the necessary claims to social welfare well in advance of their expected placement date.

You are required to nominate the CTC bank account in the “payment” section of the claim form informing the payments section that benefits will be paid directly to the CTC.

Where benefits are not forthcoming within a reasonable timeframe, normally 4/5 working weeks of adoptive leave commencing, the staff member will be required to provide official Departmental confirmation of the status of the claim if salary payments are to continue.

Failure to fully comply with adoptive leave procedures, including reimbursement of social welfare benefits within a reasonable timeframe may result in the delay or withdrawal of the benefit. Management reserves the right to re-coup any losses arising from the employee’s failure to follow procedures.

10.9 Part Time & Temporary Staff

Adoptive Leave will be treated in the same manner on a pro-rata basis.

Should a contract reach its termination date while the employee is on adoptive leave, payment and all protections will cease in accordance with the termination date of the contract.

The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specified purpose contracts where such termination is by reason of the natural expiry of the contract.

11. Parental Leave Policy and Procedure

11.1 General

Parental Leave enables parents to take unpaid leave for up to 18 weeks per child for the sole purpose of taking care of the child. Parental leave must be taken before the child reaches 8 years of age (or 16 years in the case of a child with a disability).

11.2 Adoptive parents

If a child is under 6 years at the time of the adoption, the leave must be taken before the child reaches 8 years. However, if the child is aged between 6 and 8, the leave must be taken within 2 years of the adoption order.

11.3 Minimum Service Requirement

There must be at least 12 months continuous service to qualify. However, where there is more than 3 months service, and the child is approaching the threshold, the employee may take one week of parental leave for every month of continuous service.

11.4 Notification of Leave

A written application to take parental leave must be received no later than 6 weeks before the proposed leave is to begin. The application must be signed and dated and include; the proposed date of commencement, the duration and the proposed manner in which the leave is to be taken. Confirmation that parental leave has not been taken in respect of this child is required. A copy of the child's birth certificate is required. Once the details of the parental leave have been agreed, you will receive a confirmation notice to be signed by both parties.

Due to operational considerations, it may be necessary to postpone the parental leave for up to 6 months. Notification of postponement will be provided no later than 4 weeks before the proposed leave commences.

11.5 Taking Leave

Parental leave may be taken in a continuous block of 18 weeks or two separate periods of a minimum of 6 weeks each. If, the leave is taken in this manner, there must be at least 10 weeks between each period. Management may agree to allow parental leave to be taken in a different manner at its discretion.

Where an employee qualifies for parental leave in respect of more than one child, the employee may not take more than 18 weeks parental leave in any 12-month period, unless otherwise agreed by the general manager. This restriction does not apply in the case of multiple births.

11.6 Annual Leave

Entitlement to annual leave and public holidays continue to accrue while on parental leave.

11.7 Termination of Parental Leave

The CTC may terminate Parental Leave where reasonable grounds exist to believe the leave is being used for a purpose other than the purpose of caring for a child. You will receive notice of the grounds on which the termination of leave is being considered and have **10** days to respond. Your response will be taken into consideration, and you will be advised of the outcome in writing.

11.8 Part Time and or Temporary Staff

Parental Leave will be treated in the same manner on a pro-rata basis.

Should a contract reach its termination date while the employee is on parental leave, payment and all protections will cease in accordance with the termination date of the contract.

The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specified purpose contracts where such termination is by reason of the natural expiry of the contract.

Failure to adhere to the Parental Leave Policy may result in disciplinary action.

12. Carers Leave Policy and Procedure

12.1 General

Carers leave will be granted in accordance with Carers Leave Act 2001 and or any subsequent legislative provisions, a summary of the key provisions of the Act are detailed below, and nothing in this policy will supersede the legislation.

An employee must have a minimum of 12 months continuous service to be entitled to avail of Carers leave.

12.2 Definitions

In general a care recipient will be considered relevant 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. A medical practitioner must certify the nature and extent of the care recipient's disability. In general, the carer must live with the relevant person. However, if the carer is not living with the relevant person the following conditions must be met;

- The carer must be providing full-time care and attention.
- There must be a direct system of communication, for example, phone or alarm.
- The care recipient must not already be receiving full time care and attention from someone else.

12.3 Qualifying for Carers leave

In addition to 12 months continuous service, employees will qualify for carers leave if:

- The person the employee wishes to care for is considered a relevant person by the Department of Social Protection. Evidence of the decision must be provided before carer's leave will be considered.
- The employee provides full time care and attention
- The employee does not engage in employment or self-employment during the period of leave, with the exception of:
 - Attending an education/training course or voluntary work for up to 15 hours per week
 - Engaging in limited self-employment at home
 - Engaging in employment outside of the home for up to 15 hours per week. This must be approved by the Department of Social and Family Affairs and confirmation of approval provided to management

12.4 Leave for a second relevant person

In general, a person is only entitled to leave for one relevant person at a time. An exception allows an employee while on carers leave to apply for a second care recipient were the recipients' are living together and both have been deemed relevant by the Department of Social and Family Affairs. In such circumstances, the employee must notify management and provide the decision of the Department of Social Community and Family affairs to the general manager.

12.5 Taking Leave

The maximum amount of carer's leave that may be taken for each relevant person is 104 weeks; the minimum period of leave is 13 weeks. The leave can be taken in a continuous block of 104 weeks or in shorter periods adding up to 104 weeks. If the leave is broken up the employee will not be entitled to commence another period of leave for that person until at least 6 weeks has elapsed. A minimum of 6 weeks' notice is required.

12.6 Notification Required Under Carers Leave Legislation

The employee must apply in writing outlining the proposed start and finish date and the manner in which the leave is being taken. Confirmation that an application has been sent to the relevant DSFA should be included.

- Notification of carer's leave: a minimum of 6 weeks' notice
- Revocation of notice: a minimum of 2 weeks' notice
- Return to Work a minimum of 4 weeks' notice

All changes in circumstance should be notified to the general manager as soon as possible.

Once an employee has given notice of intention to avail of carer's leave, the general manager must be given confirmation of the status of the person to be cared for as a relevant person.

Management may be unable to accommodate periods of leave of less than 13 weeks.

12.7 Confirmation of Carers Leave

A *Confirmation of Carers Leave* must be signed by both management and the employee and once signed cannot be altered without agreement. The document should detail the following:

- a) Commencement date of leave
- b) Duration of leave
- c) Manner in which the leave will be taken
- d) Signatures of both the employer and employee

12.8 Annual Leave

For the first 13 weeks of absence on carer's leave for each relevant person, annual leave and public holiday entitlement accrue in accordance with Sections 19 and 21 of The Organisation of Working Time Act.

12.9 Part Time and/or Temporary Staff

Carers Leave will be treated in the same manner on a pro-rata basis.

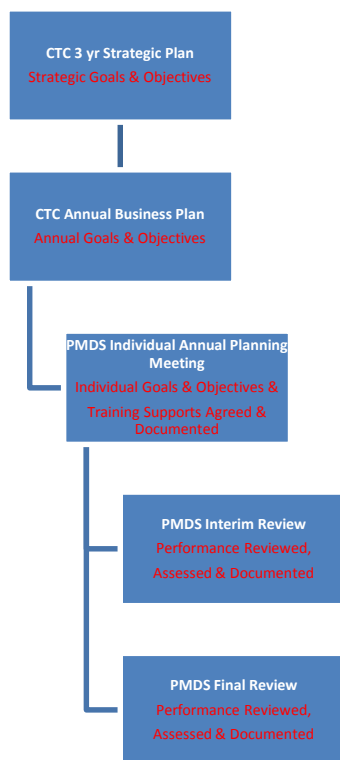
Should a contract reach its termination date while the employee is on carers leave all protections will cease in accordance with the termination date of the contract.

13. Performance Management, Training & Development (PMDS)

PMDS links the performance of the individual staff member directly to the achievement of the CTC strategic/business goals and objectives. Staff training and development initiatives are normally agreed as part of the PMDS process.

PMDS is primarily a two way process that supports the general manager (or Chair) and the individual staff member to identify and agree individual performance goals and objectives. It identifies training and development supports that may be required or beneficial to the individual and to the organisation.

Annual PMDS Cycle



PMDS provides a formal and managed performance review process where

- CTC Strategic Goals are realised
- CTC Business plans support the delivery of the strategic goals
- Provides clear individual performance objectives linked to the achievement of CTC goals and objectives
- Provides a mechanism for Continuous Improvement
- Identifies and provides for individual training and development initiatives
- Provides for two way communication process regarding performance and development

13.2 Policy for Staff Training and Development Initiatives

The overall objective of Staff Training and Development is to improve organisational performance through the on-going development of staff. All staff training and development initiatives are subject to the necessary funding being made available.

Training and development is a continuous process throughout a staff member's career and is key to ensuring that the CTC continues to provide high quality, relevant training programmes, a responsibility which is shared equally by the management and staff.

Management have a responsibility to invest in staff development and staff have a responsibility to participate in initiatives designed to develop or update skills, knowledge and expertise on an on-going basis and as resources allow.

Staff training and development activities can take place during the course of normal work activities, through coaching and through team working activities. Where a specific training need has been identified additional supports may be provided through individual and/or team training, attendance at internal/external courses, seminars or conferences. All applications for training and development should be made on the staff development application form.

Before training or development initiatives can be approved, an assessment will be made of the motivation, work load, duration, commitment requirement and value to the individual and the CTC of any proposal. Once approval has been granted any commitment and/or conditions attaching will be signed by both parties.

13.2.1 Guidelines in Assessing Training and Development Priorities

The general manager is responsible for identifying training priorities. CTC budgets are annual and therefore, financial supports for training and development can only be agreed on an annual basis. All staff training and development initiatives are subject to the necessary funding being made available.

In assessing priorities the following may be considered;

- Perceived relevance of the programme content to the current post held
- The relevance and direct benefits to the CTC of participation
- The impact of participation on the CTC service
- Efficient and Cost effective (fees, cost of any cover, T & S, method of delivery)
- Previous training and development supports provided and the outcomes
- Level of recognised certification (if any).

Priority will be given to training and development initiatives most closely linked to individual job performance (job related) and the achievement of CTC goals and objectives. Consideration will be taken of previous training and development when deciding priority areas. It is unlikely that an application for a second substantial or second degree level qualification will be considered a priority area for funding.

13.2.2 Team & Other Training and Development

Up to 10 working days may be allocated for approved team training, programme planning and evaluation, attendance at seminars, courses and other programme related matters. Provision will be made through appropriate staff scheduling, learners' holiday schedules and reflected in the annual business plans and submissions. The allocation of the days will be at the discretion of the general manager.

13.3 Re-Imbursement of Fees & Other Supports

Staff appreciate that financial and other supports for training and development represent a significant resource contribution by the CTC and may have required that applications made by other staff members could not be considered favourably.

Management reserves the right to re-imbursement from an individual who has received a contribution in respect of training and development as follows; Leaving Employment within 1 year of course completion, - 50% of the last's years contribution. Leaving Employment between 1 and 2 years of course completion - 25% of the last year's contribution.

If an employee has difficulty meeting course requirements, a reasonable explanation should be provided to the general manager as soon as the problem arises. However, non-compliance with course attendance or course work requirements is viewed as a potential disciplinary offence and management reserve the right to recoup the financial contribution made for that year.

In addition, where leave has been provided to attend and attendance has not occurred and /or examination fees have been paid but not taken, management may consider it a disciplinary matter and reserve the right to recoup losses.

Generally, the level of support for staff training and development can be categorised in the following manner;

1. Job related development
2. Organisation related development
3. Personal related development

The general manager has responsibility for deciding training and development priorities for the CTC and monitoring the progress and the effectiveness of the initiatives in supporting the CTC to achieve organisational goals and objectives.

13.4 Job Related Development – Subject to Funding Availability

Job Related Development normally occurs where the need has been identified to up skill or re-skill an employee in order for them to competently perform in their current job.

The general manager (or Chair) will normally initiate Job Related Development having discussed it with the individual employee through the PMDS.

General Guidelines for Job Related Development

The content of the programme must demonstrate a clear link to supporting the individual to competently perform in their current job and demonstrate the following criteria:

- Assist the applicant, to carry out their current role to an acceptable level.
- Produce a qualification required in their the current role
- Contains knowledge/skill directly related to the current job
- Develops the skill, knowledge or attitude relevant to the current work
- Broadens the individual's awareness of general concepts relevant to the current work

The training may be carried out by attendance at courses, seminars, on job development, private time study etc.; whichever is the most efficient and cost effective.

13.4.1 Financial Supports for Job Related Development

Up to 100% funding may be provided annually for job related programmes. The general manager (or Chair) must be satisfied that the criteria for job related development has been met and the appropriate funding is available before approval can be given. Financial supports provided for job related development are normally paid directly by the CTC. All applications are subject to the necessary funding being made available and are subject to annual approval. Financial contributions for repeat years are not made.

13.4.2 Time Away from Work

Time away from work may be provided for the compulsory attendance at workshops or seminars that form part of the course requirements. 2 weeks' notice and confirming documentation are required. Time off in lieu (TOIL) is not applicable for journey time or overnights.

For those attending a job related development in private time, reasonable TOIL may be granted where it is possible to do so subject to a maximum leave of 5 days where attendance is normally in private time for programmes running over an academic year. For shorter programmes, TOIL will be considerably less and is not calculated on an hour for hour basis. TOIL will be subject to agreement in advance of participation on the programme. Journey time or overnights are not reckonable for TOIL.

13.4.3 Travel and Subsistence

Travel and Subsistence is payable for job related programmes and the rate will be discussed with you in advance. All payments are made in accordance with public sector norms, regulations and CTC procedures. Payments can only be made where authorisation for travel and subsistence has been provided in advance.

13.4.4 Examination Leave & Study Leave for Job Related Development

Examination leave with pay may be provided for the sitting of programme examinations leading to formal qualifications. In addition, staff undertaking authorised job related programmes may avail of study leave to prepare for the examinations leading to a formal qualification.

Application for examination or study leave should be made in writing and submitted as soon as possible and no later than 1 month in advance. A copy of the official examination timetable is required. Study leave is per academic year, repeat years are not eligible. No carryover of study leave from year to year is permitted. Study leave norms are;

- Major Awards recognised at FETAC (Level 7) up to 5 days
- Major Awards recognised at FETAC (Level 5 & 6) Certificates / Diploma- Up to 3 days
- Instructors participating on the Integrating Literacy Programme- up to 3 days

13.5 Organisation Related Development – Subject to Funding Availability

Organisation Related Development normally occurs where the employee has identified a course or programme which is linked to their current post and will benefit the CTC but is not essential to them competently performing in their current post. Organisational Related Development will be identified during discussions with the individual employee through the PMDS. Written applications should be submitted for consideration.

General Guidelines for Application

The content of the programme must demonstrate clear organisational benefits which support the achievement of CTC goals and objectives and demonstrate the following criteria:

- Clear organisational benefit
- Assist the applicant to carry out their role to a higher level of performance than is generally required
- Produce a qualification relevant to the CTC but not essential to the current role
- Develop an individual's flexibility and adoptability to take on other CTC duties
- Contains knowledge/skill directly related to the individual's current job
- Develop the skill, knowledge or attitude relevant to the work of the CTC
- Broaden the individual's awareness of general concepts relevant to the work of the CTC

The training is mainly conducted through private – time study, with some elements carried out by attendance at short-courses, seminars, on the job development, whichever is the most efficient and cost effective.

13.5.1 Financial Supports for Organisation Related Development

Up to 75% Funding (to include exam fees) may be provided on an annual basis. The general manager (or Chair) will consider written applications and must be satisfied that the criteria for organisation related development has been met, and sufficient funding is available before approval can be given. All financial supports are subject to annual approval. There is no funding available for repeat years.

13.5.2 Contributions may be payable as follows;

Payment of up to 50% of the agreed contribution to the annual fee will be payable when the general manager has received a receipt for payment of fee and/or exam fee.

The remainder of the approved fee will be payable when the applicant provides the general manager with the following;

- A certificate of attendance of course completion; a minimum of 75% attendance is required to avail of contribution
- Evidence that the applicant has successfully undertaken the end of course assessment
- In cases where a course leads to a third level qualification evidence that the applicant has sat the examination

13.5.3 Time Away from Work

Organisation related training is mainly conducted through private –time study. Limited time away from work may be provided for compulsory attendance at workshops or seminars held during normal working time. 2 weeks' notice and confirming documentation are required. TOIL is not applicable.

13.5.4 Travel and Subsistence

Travel and Subsistence is payable for organisational related development and the rate will be discussed with you in advance.

13.5.5 Examination Leave & Study Leave for Organisation Related Development

Examination leave with pay may be provided for the sitting of programme examinations leading to formal qualifications. In addition, staff undertaking authorised programmes may avail of study leave to prepare for examinations leading to a formal qualification.

Application for examination or study leave should be made in writing and submitted as soon as possible and no later than 1 month in advance. A copy of the official examination timetable is required.

Study leave is per academic year, repeat years are not eligible. No carryover of study leave is permitted. Study leave provisions are outlined above.

13.6 Personal Related Development- Subject to Funding Availability

The main incentive for personal related development supports, is a staff member's personal motivation, interest and career development. The general manager (or Chair) must be satisfied that the proposed course must directly benefit the work of the CTC and be of relevance to the staff member's current role or immediate career prospects within the CTC before consideration can be given. Written applications should be submitted for consideration following the PMDS discussions.

13.6.1 Financial Supports for Personal Related Development

As a general principle, staff will carry a significant proportion of the costs of personal development themselves. Up to 50% funding may be considered annually for personal development programmes authorised in advance. The actual contribution payable for any programme will be at the discretion of the general manager (or Chair). The more relevant or beneficial the programme content is to the post or the CTC the higher the contribution levels are likely to be, subject to a maximum of 50% of annual fees.

13.6.2 Contributions may be payable as follows;

Payment of up to 50% of the agreed contribution to the annual fee will be payable when the general manager has received a receipt for payment of fee and/or exam fee.

The remainder of the approved fee will be payable when the applicant provides the general manager with the following;

- A certificate of attendance of course completion; a minimum of 75% attendance is required to avail of contribution
- Evidence that the applicant has successfully undertaken the end of course assessment
- In cases where a course leads to a third level qualification evidence that the applicant has sat the examination

13.6.3 Time Away from Work

Personal development is carried out through private time study. Where there is an attendance requirement, annual leave should be applied for in the normal manner. TOIL is not applicable.

13.6.4 Travel and Subsistence

Travel and Subsistence is not payable, for personal related development.

13.6.5 Examination Leave & Study Leave for Personal Related Development

Examination leave with pay may be provided for the sitting of programme examinations leading to formal qualifications. Application should be made in writing and submitted as soon as possible and no later than 1 month in advance. A copy of the official examination timetable is required. No study leave is available, for personal related development.

13.7 Unscheduled Work Related Seminars & Conferences – Subject to Funding Availability

Applications for attendance at work related conferences and seminars not included in the annual training plan should be made as soon as possible.

Where the total costs of attendance (cover if required, fees, travel and subsistence) exceed €300, the prior approval of the Board may be required. All applications will be subject to budgetary constraints and the funding agency may have to be consulted where attendance was not included in the annual business plan. We would therefore advise, that applications should be made as soon as possible in order to avoid disappointment.

If more than one application is received it may not be possible to accommodate all applications and a decision will be taken as to who will attend.

In all cases, a condition of attendance is that a conference report and a copy of materials distributed are submitted to the general manager on return.

14. Work, Life Balance Policy & Procedures

14.1 Introduction

The CTC offers a number of flexible working options intended to support staff to achieve a balance between their home and work commitments.

14.2 Reduced Working Hours

Reduced Working Hours refers to part-time employment of less than 35 hours per week, or of less than 12 months duration in the calendar year or both.

14.2.1 Availability

Consideration will normally be given to written applications from staff that have completed a minimum of 2 years' service. Applications will normally be considered for periods of not less than 12 months and granted for no longer than 36 months (3 years). During the period of reduced working hours the employee may not take up alternative paid employment.

14.2.2 Application and Approval

Application for reduced working hours will only be considered for family or educational purposes, and a minimum of 3 months' notice of preferred dates is required.

Applications should be made to the general manager in writing and detail the changes and dates proposed. To minimise the disruption to the CTC activities applicants are encouraged to seek periods complementary to and concurrent with the work cycle of the CTC.

Each application will be considered on its own merit having regard to the implications of the proposed changes for the CTC budget, operations and services. Management may require additional information to support the application and management may suggest alternatives. Other staff members availing of leave opportunities may impact on the decision.

Granting of reduced working hours is subject to the availability of a suitable replacement candidate. Where an application has not been granted, no further application will normally be considered for 18 months.

Agreements will be made in writing and include the arrangements, conditions and expiry dates agreed. It will be signed by both the general manager and the individual concerned and can only be altered by the written agreement of both parties.

14.2.3 Confirmation of Agreements to Reduce Working Hours

Confirmation will be made in writing and include the arrangements, conditions and expiry dates agreed. It will be signed by both the general manager and the individual concerned and can only be altered by the written agreement of both parties. Pay terms and conditions for reduced working hours will be pro-rata with the full time equivalents.

14.3 Leave of Absence

A Leave of Absence refers to a break in the employment relationship, at the request of the employee, for family, educational or travel reasons for a specific period of time.

14.3.1 Availability

Consideration will normally be given to applications from staff that have completed a minimum of 2 years' service. Applications will be considered for periods of not less than 12 months and granted for no longer than 36 months (3 years). During the leave of absence, the employee may not take up alternative paid employment, without prior written authorisation.

14.3.2 Application and Approval

Applications will only be considered for family, or educational purposes or in cases where extended travel is being undertaken. A minimum of 3 months' notice of preferred dates is required. Applications should be made writing to the general manager and detail the reason for the leave and the dates proposed. In order to minimise the disruption to CTC activities applicants are encouraged to seek periods complementary to and concurrent with the work cycle of the CTC.

Each application will be considered on its own merit having regard to the implications of the proposed changes for the CTC budget, operations and services and management may suggest alternatives. Other staff members availing of leave opportunities may impact on the decision.

Staff may return to their post or a comparable post on their return and appreciate that changes in the operation, manner or methodology may occur during their absence, and they will be expected to fully implement any new practices implemented during their absence.

Granting of a leave of absence is subject to the availability of a suitable replacement candidate. Where an application has been declined, no further application will be considered for 18 months.

14.3.3 Confirmation of Leave of Absence

Confirmation of the Leave of Absence will be made in writing and include the arrangements, conditions and expiry dates agreed. It will be signed by both the general manager and the individual concerned and can only be altered by the written agreement of both parties.

14.3.4 Pay, Terms and Conditions

A Leave of Absence represents a break in the employment contract and staff are advised to full investigate any tax, PRSI and pension implications. Where an employee who has availed of a Leave of Absence, does not wish to return to their employment they are required to provide 3 months' notice of their decision.

Where an employee is suspected of breaching the conditions as agreed, the disciplinary procedure may be invoked, which may result in sanction up to and including dismissal.

15. Travel & Subsistence Policy & Claims Procedure

15.1 General

The payment of travel and subsistence allowances is subject to the procedures rules and regulations published by the Department of Finance from time to time. The policy is applicable to CTC staff authorised and hold their own insurance to travel on company business and is paid in accordance with Departmental Guidelines. The following provide a summary of key aspects of the regulations currently in force and nothing in this policy is intended to supersede Departmental regulations.

15.2 Policy

1. Travel should only be undertaken where absolutely necessary.
2. Expenditure on travel and subsistence should be carefully planned and monitored.
3. Travel and subsistence allowances are payable only in respect of authorised travel on legitimate company business.
4. Public transport should be used wherever this is practicable, particularly if the destination is well served by public transport and there is no excessive loss of time.
5. Claimants should 'car pool' wherever possible.
6. All claims for travel and subsistence should be made on an official CTC claim form that meets Departmental and CTC requirements.
7. Where different groups/grades of staff are travelling together, the higher rate of travel and subsistence is applicable.
8. The subsistence allowances are intended to contribute to the cost of meals, accommodation and other incidentals necessarily incurred while on official company business.
9. Staff in receipt of mileage allowances are responsible for insuring that their private motor insurance covers work related journeys and a signed undertaking to this effect is required from each person claiming mileage expenses.
10. For purposes of payment the mileage year runs from January to December.
11. Travel and Subsistence, where payable for authorised attendance at training conferences or seminars is payable at the reduced mileage rate.
12. Falsified travel and subsistence claims are treated seriously and may result in disciplinary action, up to and including dismissal.
13. National Committee members should contact SIPTU in relation to travel and subsistence allowances in relation to trade union activities.

Travel Allowance for Authorised Journeys

15.3 Use of Public Transport

Public transport should be considered as the first option particularly where the destination is well served and there is no excessive loss of time.

- Taxis should be hired, only when no suitable public transport is available. Receipts are required for re-imburement.
- In cases where the staff member prefers to use their car, the amount of re-imburement will not exceed the cost of public transport.

15.4 Journey from Home and Place of Work

- Travelling expenses will not be paid in respect of any portion of a journey, which covers all, or part of the usual route between home and work.
- Where a staff member proceeds on an official journey direct from home or returns home direct, the travelling allowance payable will be calculated by reference to the distance from home or work, whichever is the lesser.

15.5 Use of Privately Owned Vehicle

Where public transport is unavailable or involves an excessive loss of time, mileage allowance may be payable for authorised journeys. The mileage allowance is inclusive of any increased costs associated with the staff member insuring their privately owned vehicle for such purposes.

In accordance with public sector regulations, the rate payable for a journey is dependent on engine size.

It should be noted that there is a requirement that the lesser of reduced mileage rates or public transport rates, were available, should be used.

15.5.1 Reduced Mileage Rates

A reduced mileage rate is applicable for mileage in excess of 6,438 kilometres in a mileage year (January – December).

In accordance with regulations, reduced mileage rates may be payable for authorised journeys associated with an individual's job but not solely related to the performance of those duties; however, it is felt that some form of support is warranted. The rate applicable will be agreed in advance.

Subsistence Allowance for Authorised Journeys

15.6 Day Allowance

Rates payable are dependent on the length of time away from home or CTC subject to the following;

- Time spent at work or on a journey from home to work or vice versa will not reckon towards the qualifying period for allowances
- The location is in excess of 8 kilometres of home or work.

15.7 Night Allowance

- A night allowance is payable for an absence at any place in excess of 24 kilometres of a staff member's home or place of work.
- The night allowance covers a period up to 24 hours from the time of departure, as well as any further period not exceeding 5 hours.

Where preferential rates can be negotiated, and savings can be made the CTC may provide for travel, accommodation and subsistence costs. In such instances, no travel and subsistence allowances will be payable.

Where some meals/accommodation are included as part of the conference/event fee, deductions are made in accordance with current regulations as follows;

- (a) Where accommodation only is provided a restriction of 50% of the normal overnight rate should apply
- (b) Where breakfast is provided, half the appropriate 5 hours rate will be deducted
- (c) Where either lunch or dinner is provided the appropriate 5 hour rate will be deducted
- (d) Where both lunch and dinner are provided the appropriate 10 hour rate will be deducted

15.8 Claims Procedure

All claims for travel and subsistence should be made on an official CTC claim form which meets Departmental and CTC guidelines and records the full details on which the claim is based.

- Reimbursement of Travel and Subsistence will only occur for authorised journeys, and where subsistence was necessarily incurred.
- Travel and Subsistence claims must be completed and signed by the claimant, processed and checked and authorised for payment by the general manager (or Chair in the general manager's case).
- The claimant is responsible for ensuring a claim is valid.
- Claim forms should be submitted monthly and not allowed to build up.
- Management reserve the right to reimbursement for any overpayments how so ever caused. Monies will be repayable as quickly and efficiently as possible.

Failure to adhere fully to the Travel and Subsistence Policy may result in non-reimbursement and/or disciplinary action, up to and including dismissal.

16. Out of Hours and Lone Working Policy & Procedure

16.1 Introduction

This policy is designed to advise all staff of the procedure required for working in the CTC either alone or outside of normal working hours. Nothing in this policy shall supersede or negate the responsibilities of any party under Health and Safety legislation.

In the interests of health, safety, and personal security, working alone or out of hours on the premises should only be undertaken when absolutely necessary and when there is no other practicable or available alternative and only then with prior approval of the general manager.

16.2 Definition

Working alone or out of hours is defined as attendance at the premises outside the hours of 8.00a.m. to 6.00p.m. Monday to Friday, attendance at weekends or during holiday closure periods.

16.3 Procedure

Any staff member, who wishes to have access to the premises outside of hours, or to remain on working alone, may only do so with the prior approval of the general manager.

The reason for the proposed out of hours attendance must be clearly stated, and details of any equipment being used must be provided.

Where the request has been approved, management reserves the right to make this conditional on the attendance of a second staff member or limit the use of equipment. This is intended to minimise the risks associated with any employee spending time on the premises alone or outside of normal working hours.

Where a request has been denied, a staff member may not attend either alone or outside of normal working hours, doing so may result in disciplinary action resulting in sanction up to and including dismissal.

17. Health & Safety & Critical Incident Policy and Procedure

17.1 Introduction

The objective of this policy is to limit risks to staff, learners, board members and other persons who may be affected by the activities of CTC. In accordance with legislation, the safety statement is regularly reviewed. Definitions used will be in accordance with regulations and relevant Health and Safety legislation.

The CTC implements a system to:

- Identify hazards
- Assess risks associated with those hazards
- Develop and implement control measures to eliminate hazards or reduce risks satisfactorily
- Regularly evaluate the effectiveness of controls and monitor on-going change
- Manage, report and investigate incidents
- Regularly review the Safety Statement

17.2 Responsibilities of Employees

In order to ensure effective management of health, safety and risk issues all staff are required to:

- Promote the development of a positive and supportive culture towards health, safety and risk management.
- Familiarise themselves with and adhere to the contents of policies and safety statements.
- Co-operate with management to such an extent as to facilitate compliance with statutory obligations and training initiatives.
- Use protective equipment or clothing or safety devices provided
- Notify management of potential hazards or risks
- Report incidents in accordance with reporting procedures and co-operate with incident investigations.
- To conduct their duties in a manner, which actively promotes a safe environment.
- Seek the approval of the general manager (or acting manager) before sending or granting a learner permission to leave the CTC.

17.3 Health & Safety Representative

All employees have an integral role to play in the adoption and management of good health and safety practices. Employees may appoint a representative to liaise with management in relation to safety, health and welfare.

Management recognises the on-going need for training of safety representatives and reasonable time off will be permitted to carry out the functions of their role and acquire the necessary training to do so.

17.4 The role of the Health and Safety Representative is to:

- Liaise with Management on matters pertaining to the health and safety of employees.
- Make recommendations to management in respect of health and safety matters affecting employees.
- Accompany the general manager while they are carrying out a health and safety inspection, thereby assisting in the identification of hazards.
- Participate and encourage staff participation in the development, implementation and evaluation of control measures designed to eliminate hazards or reduce associated risks to an acceptable level.
- Set a good personal example by actively promoting good health and safety practices.

Accident / Incident Procedures

17.5 Incident / Near Miss Reporting

The CTC operates a system of incident and near miss reporting that requires all employees to report to the general manager all incidents/ near miss events.

Where an incident or near miss has occurred, the general manager will record the details of the incident or near miss. Following consultation with the safety representative and if it is deemed appropriate, an investigation will take place however, for very minor incidents this may not be necessary.

17.6 Incident / Near Miss Investigation

The CTC aims to ensure that all complaints and incidents are appropriately managed and investigated. The purpose of the investigation is to learn from the complaints or incidents, to establish the cause, and eliminate or minimise the risk.

Management reserves the right to appoint an external person to investigate an incident. All persons involved in any way with the incident will be interviewed and a written record maintained. On completion of the investigation, a written report outlining the cause and recommendations to prevent recurrence will be prepared.

17.7 Critical Incident Procedures

Stage 1: Activation of Response

If a critical incident occurs, **the general manager or other designated person** should be alerted immediately. The general manager will make an immediate assessment of the incident and alert the emergency services if required.

Stage 2: On Scene Management of Incident

The general manager will take charge of management of the scene of the critical incident and ensure the provision of emergency first aid as appropriate and evacuation of premises if necessary. The general manager will ensure the provision of appropriate information and relevant details to members of the emergency services on arrival.

Stage 3: Demobilisation Procedures for Large Scale Incidents

Where an incident, is of sufficiently large scale to warrant complete evacuation, the general manager will ensure that a meeting place is communicated and that all personnel are accounted for. No member of staff is permitted to return to the premises for any reason until and unless permitted to do so by emergency services.

Stage 4: Provision of Information to Relevant Parties

The general manager will ensure that emergency service personnel are alerted to details of any personnel not accounted for, any medical conditions of injured personnel, and where possible the nature of any injuries. Any other information sought from relevant authorities (emergency service personnel or management) for the purpose of handling the incident will be provided.

Stage 5: Debriefing of Affected Personnel

The general manager will ensure that all personnel participate in a debriefing session. This may be attended by emergency service personnel and other parties associated with the incident. Counselling facilities will be made available if required. If anyone is suffering from shock, he/she should be medically treated for the condition.

17.8 Specific Arrangements

17.8.1 Statutory Records

The CTC is required by law, to maintain records of certain periodic inspection and testing. These are maintained by the general manager and may be made available through the Safety Representative for examination by staff.

17.8.2 Emergencies

All work areas must have a floor plan and evacuation plan attached to the Site Specific Safety Statement, displayed in a prominent position within the room. All staff must familiarise themselves with this information and adhere to it in the event of an emergency. Exits must be clearly identified, and exit routes must be kept clear at all times. Safety equipment will be regularly maintained and may only be used for its intended purpose. Inappropriate use of safety equipment may result in disciplinary action up to and including dismissal in accordance with the disciplinary procedure.

17.8.3 Fire Control

All staff must participate fully in fire drills. The general manager is responsible for ensuring that regular fire drills take place. He/she with the assistance of the safety representative will assess the effectiveness of the evacuation procedures and changes may be made.

Failure to adhere to the Health and Safety Policy may result in disciplinary action up to and including dismissal.

18. Information Technology, Electronic Mail & Internet Policy

18.1 Purpose

The provision and use of IT (Information Technology) resources are designed to enhance and facilitate employees in the performance of their duties. Only authorised personnel may have access to the E-mail and or Internet. All information downloaded, created, sent, received or stored on the centre's system is the sole property of the CTC.

Information may be accessible under both the Data Protection Legislation the Freedom of Information Act and should be regarded as potentially public information. Staff should be aware that where public funding has been provided, the funding agency may audit the company computer system from time to time.

18.2 Policy

Management may audit, review and disclose all messages created, filed, sent or downloaded for any violations of law, breaches of organisational policies, communications harmful to the CTC, or for any other reason.

As a condition of continued employment, each user is personally responsible for ensuring that these guidelines are followed in a proper and appropriate manner.

Communications received and containing prohibited content should be deleted immediately.

Downloading or disseminating of copyrighted material without permission maybe an infringement of copyright law and permission must be sought from the publisher. Staff should fully consider the potential implications before using the information.

Work related research in areas which may be reasonably regarded as sensitive or would otherwise be considered a breach of this policy may not be conducted without the prior knowledge and written approval of the general manager (or Chair in the case of the general manager).

18.3 No presumption of privacy

E-mail/Internet communications should not be assumed to be private and security guaranteed. Highly confidential or sensitive information should not be sent through e-mail or via the Internet. Employees are not authorised to access, retrieve or read any communications that are not sent to them directly unless the recipient has granted permission, or they are the person responsible for delivering it to the intended recipient.

18.4 Prohibited content

Information downloaded, uploaded or exchanged on the internet, including through social media sites may not contain statements or content that is unauthorised, libellous, offensive, harassing, illegal, derogatory, or discriminatory. Downloading, Uploading, or exchanging foul, inappropriate or offensive messages such as racial, sexual, or religious slurs or jokes, sexually explicit messages or images, cartoons, or jokes is prohibited and may result in disciplinary action, up to and including dismissal. The system may not be used to solicit for commercial ventures, religious or political causes, outside organisations, or other non-job-related solicitations including chain letters.

18.5 E-mail Monitoring

The organisation provides e-mail facilities and access to the internet for business purposes. In order to protect against the dangers associated with e-mail and internet use, screening software may be in place to monitor e-mail and web usage. The organisation regularly backs up information stored on its network, including information relating to e-mail messages. Accordingly, employees should not have an expectation of privacy in relation to the sending, or storing, of e-mail messages. Mailboxes are only opened where there is a legitimate work reason or in the legitimate interest of the organisation. While the organisation does not routinely monitor the content of e-mail messages, it may, for computer maintenance and other purposes, analyse e-mails individually or collectively.

Circumstances giving rise to such analysis include, but are not limited to:

- Investigations triggered by indications of misconduct
- The detection of computer viruses
- Monitoring proper use
- The location of information required for business purposes
- Responding to legal or regulatory requirements
- Fulfilment of obligations to customers, clients, third parties and relevant regulatory Authorities.

18.6 Encrypting files

Employees are prohibited from encrypting files on their computers or taking any steps to block access to files, other than the use of organisations passwords, or approved encryption programs.

18.7 Responsibilities

The general manager will provide guidance on its implementation of the policy. Users will be responsible for their individual compliance with the policy which includes seeking clarification or requesting training where necessary. It is the responsibility of individual users to ensure that access to their individual e-mail account is not available to any other person.

Accessing company files including but not limited to personnel files, accounts or any files not relevant to the conduct of normal duties without appropriate authorisation is strictly prohibited and may result in disciplinary action up to and including dismissal.

Failure to adhere to the Information Technology, Email and Internet Policy and procedure, may result in disciplinary action up to and including dismissal.

19. Stress Policy and Procedure

19.1 Purpose

The CTC is committed to protecting the health, safety and welfare of our employees. Management recognise that workplace stress is a health and safety issue and acknowledge the importance of identifying and reducing workplace stressors where it is reasonably practicable to do so.

This policy is designed to help increase awareness of manifestations of stress in the workplace, and recommend the appropriate approach when dealing with issues related to workplace stress.

19.2 Definition of Stress

Stress is a natural occurrence; it allows us to respond more quickly and effectively and has a positive impact by increasing motivation and job satisfaction. However, workplace stress becomes problematic when the demands of the job and or the working environment exceed the individual's capacity to meet them.

Stress may also go beyond the workplace and such factors as an employee's home life, family and civil responsibilities, transport arrangements, leisure and educational activities may interact positively or negatively with elements of the work environment, and therefore, affect overall job satisfaction, quality and performance. While an employee's cause of stress may be outside the workplace, the inability to cope may manifest itself at work.

19.3 Prevention

Management recognises that the manifestation of stress in the workplace can affect the health and well-being and performance of the individual and ultimately of the CTC and a stressed employee may place themselves or others at risk.

19.4 Procedure

If you believe, that you are feeling stressed, or you are aware or suspect that a colleague is feeling stressed, the matter should be brought to the attention of the general manager immediately. Such issues may be raised formally or informally.

If you suspect that aspects of your work are contributing to excessive stress levels, be as specific as possible, identifying the areas that are negatively impacting on you and management will work with you where practicable to help to reduce the impact.

Management is committed to providing a safe and healthy work environment for staff. Certain illnesses and/or behaviours may be stress related. Only a qualified medical practitioner can make a medical diagnosis. Where diagnosis of a work stress related illness has been diagnosed you may be required to attend the CTC's medical practitioner and a '*Fitness to Return to Work*' certificate may be required.

20. Drugs & Alcohol Policy and Procedure

20.1 Introduction

The CTC is committed to the provision of a professional service in a safe and healthy environment, free from the use and/or influence of drugs and alcohol.

20.2 Prohibited & Permitted Substances

Smoking is prohibited in the premises, a breach of which is considered a serious breach of policy. An employee may be subject to disciplinary action up to and including dismissal.

Medications (prescription or non-prescription) must never be taken into the training rooms and should be stored in your locker or other safe location. Failure to adhere to this provision may result in disciplinary action up to and including dismissal.

20.3 Prescription Medication

The use of medication prescribed by a medical professional is permitted at work, in accordance with the instructions of the person by whom the medication was prescribed, except where the use of such medication is likely to affect the ability of the employee to perform his/her duties safely and to a satisfactory standard.

Any employee in regular use of prescription medication (e.g. Inhaler) at work or with a particular condition (e.g. Asthma) is required to advise management of the condition in case of emergency. Management should always be advised of the existence of medication on the premises.

20.4 Non Prescription Medication

The use of non-prescription medication at work is permitted by agreement with the general manager. The security of such medication is the responsibility of the owner and it should be taken discreetly and stored in a safe place. Such medication may not be given to other staff members or learners.

20.5 Illegal Substances

The use, possession and supply of controlled and illegal substances are prohibited. All suspected breaches will be dealt with in accordance with the disciplinary procedure up to and including dismissal. Suspected instances may be reported to the Gardaí.

20.6 Alcoholic Beverages

The consumption of alcoholic beverages is prohibited on the premises.

20.7 Reporting for Work

No employee may report for work under the influence of alcohol or drugs, and they may be required by the general manager (or Chair) to go home where breaches are suspected.

Where any products, with alcohol content, are used during the course of work (e.g. methylated spirits), these must be used strictly in accordance with the manufacturer's instructions and locked away when, not in use. It is the responsibility of the staff member using such products to ensure safety measures and the safe and secure storage of such products.

20.8 Support & Assistance

Where it is suspected or emerges that an employee has an addiction problem, the CTC may refer the individual for medical examination. Where the medical examiner prescribes a particular course of treatment or action, this must be followed.

The general manager (or Chair) will deal with each situation as sensitively and confidentiality as possible. Staff are advised that where there is a failure to fulfil duties appropriately, and/or follow procedures they may be subject to disciplinary action up to and including dismissal.

Failure to adhere to the Drugs and Alcohol Policy and Procedure may result in disciplinary action up to and including dismissal.

21. Employer and Employee Representation

21.1 Individual Employee Representation

Individual employees have the right to join or not to join a trade union of their choice and membership is an individual choice.

You may be accompanied to meetings with management as described in the Grievance, Disciplinary and Dignity at Work policies by a colleague in the same employment or a recognised trade union official. Meetings will normally be arranged within 10 working days or as soon as practicable thereafter.

The CTC management reserve the right to have IACTO present at any meetings, between management and staff, or at any third party events where staff and/or their trade union officials are in attendance.

Please note “trade union official” refers to a full time official employed by the trade union of which the employee is a member.

Individual terms and conditions of employment are determined by collective negotiations and individual CTC’s are obliged to implement agreements reached on behalf of CTC staff at national level.

For collective bargaining purposes, SIPTU is recognised as the employee representative body on behalf of CTC staff collectively, and IACTO represents CTC employers (Boards) collectively. National agreements form part of the individual’s terms and conditions of employment.

21.2 Trade Union Subscriptions

The CTC does not contribute towards subscriptions to any trade union or representative organisation on behalf of any staff member. Management will facilitate the deduction of trade union dues on receipt of a written request from the employee to do so.

Trade Union subscriptions may be offset against income tax. It is a matter for each employee to make the necessary arrangements with the Revenue Commissioners.

21.3 Facilities for individual CTC Shop Stewards

CTC Shop stewards will be elected every 2 years (or earlier where required) in accordance with the appropriate union procedures.

Employees who have completed 12 months continuous service are eligible to apply.

Management will be informed of the name of the CTC shop steward and any subsequent changes in writing. Only duly appointed shop stewards will be recognised.

Reasonable facilities may be provided to enable shop stewards to carry out their functions in prompt and efficient manner, such as time off to attend meetings with a colleague in the same employ or to attend specific union training initiatives (on receipt of a written request by the full time trade union official). Normally, arrangements will be made a minimum of 2 weeks in advance.

The making and receiving of phone calls to and from the full time trade union official will be kept to a minimum during working hours, and it will not normally be possible to interrupt normal duties. Please note that trade union official refers to a full time official employed by the trade union of which the employee is a member.

Trade union meetings will be held outside of normal working hours and reasonable company facilities may be provided, for example, a room to accommodate a lunchtime or after hours meeting where possible.

Full time trade union officials will be afforded reasonable access to the CTC where they represent trade union members and where such access is necessary to enable them to carry out their representative functions. Normal rules regarding access to the building are applicable, the general manager must authorise access.

21.4 Role of the shop steward within the CTC

Shop stewards will be subject to the normal rules, procedures and standards applicable to all employees and will not encourage or commit any act that interferes with normal operations, or bypass agreed procedures.

Individual CTC shop stewards have no role in relation to employees of other CTC's.

In the event of any action which is seen to be contrary to the terms of the agreement, the shop steward and trade union official will be seen to do everything possible so that the matter(s) at issue can be processed according to agreed procedures.

Other duties of the shop steward may be as follows:

- To represent the staff of the CTC fairly and effectively
- To liaise and seek advice and assistance from the full time trade union official
- To raise issues of importance to staff with management and/or trade union
- To act in accordance with existing laws regulations and agreed procedures, the rules of the union and good industrial relations practice
- To have regard at all times for the safe and efficient operation of the CTC
- To accompany colleagues in the same employ to meetings with management when requested and where no conflict of interest could be perceived.
- To attend meetings with management and/or trade union officials
- To participate in authorised training where appropriate

21.5 Notice of Industrial Action and/or Non-Cooperation

Shop stewards or other staff representatives have no authority to authorise a stoppage of work, non-cooperation or to take action, likely to lead to a dispute.

Management will only accept signed, written notice, of official action or non-cooperation from a full time trade union official in accordance with agreed procedures.

Collective Bargaining / Negotiation Process

21.6 Collective Structure

Individual employees have the right to join or not to join a trade union of their choice and membership is an individual choice.

The CTC's operate in a collective bargaining structure where negotiations in respect of general pay terms and conditions are conducted collectively.

Agreements reached at national level form part of the pay terms and conditions of all FÁS funded CTC general manager, instructor and clerical employees.

For the purposes of collective negotiations;

- IACTO represents CTC employers (Boards) collectively.
- SIPTU is the recognised employee representative body on behalf of CTC staff collectively

Where national negotiations are underway, staff may be advised of the substance of such matters by both management, and the trade union.

CTC Collective Industrial Relations Framework

21.7 Objective

The objective of this framework is to provide clear operational procedures in respect of discussions and negotiations on all matters concerning general job requirements; pay, terms and conditions and policy applications as they affect the terms and conditions of employment of CTC staff collectively.

This framework is intended to establish and maintain a formal relationship between Management and SIPTU on a constructive and mutually beneficial basis, and to encourage a clear and consistent approach to human resource management, thus sustaining maximum co-operation between the management and staff.

The full utilisation of these procedures should result in the resolution of disputes without disruption to services, thereby providing stability to ensure the delivery of a quality service to learners.

This agreement represents the culmination of outstanding matters arising from the Janet Hughes mediated agreement 1999, the move to collective bargaining, and meets commitments agreed between the parties under national agreements.

Matters other than discussions concerning general pay and conditions of employment for CTC staff collectively shall be dealt through discussions at local level.

21.8 Interpretation

Any disagreement between IACTO and SIPTU over the interpretation or application of this agreement or any subsection thereof, which cannot be resolved locally, will be referred to the Labour Relations Commission or other such mutually agreed body.

21.9 Intent

1. It is the firm intention of IACTO and SIPTU to make every effort to reach agreement on all disputes through direct discussions and to process matters in a fair and timely manner.
2. The parties agree to conduct all industrial relations discussions in an atmosphere conducive to reaching agreement, and where neither side seek to pre-empt the outcome by exerting pressure on the other.
3. Communications on all industrial relations issues will initially come from IACTO or SIPTU.
4. It is accepted as essential that adherence to the spirit and intent of agreements, including timeframes are conveyed in good faith.
5. Where matters have been fully processed in accordance with these procedures, no industrial action shall take place prior to the expiry of 4 weeks written notice to IACTO from SIPTU. Management, will only accept signed written notice of official action from the appropriate SIPTU trade union official
6. In the event of unofficial action, the substantive issue(s) may not be addressed through the agreed machinery prior to the resumption of normal working.
7. Individual Grievances are processed through the CTC's grievance procedure

21.10 Procedure for National / Collective Negotiations

Issues relating to general job requirements, improvements in pay and other conditions of employment relating to FÁS funded general managers, instructors and clericals shall in the first instance be the subject of direct negotiations between IACTO (represented by the executive director) and SIPTU (represented by a SIPTU trade union official) and their respective teams.

1. Where matters of common interest arise, which may involve more than one staff negotiating committee, they will combine, and one set of negotiations will take place with IACTO. In such instances, the union delegation will not exceed 5 in total.
2. IACTO will respond to issues raised by SIPTU and where necessary will pursue these matters with FÁS.
3. SIPTU will respond to issues raised by IACTO and where necessary pursue these matters with their membership.

4. If the parties fail to reach agreement as a result of direct discussion, the dispute may be referred to the Labour Relations Commission or other such mutually agreed body. FÁS as the funding agency will accompany IACTO to those proceedings and participate therein.

21.11 National CTC Employee Representative Committees

National CTC committee members will be elected every 2 years, or earlier if required, in accordance with SIPTU election procedures, only eligible SIPTU members will be entitled to vote.

Employees must be employed by and have completed 12 months continuous service with a CTC before they are eligible for election.

IACTO will be advised in writing of the names of the elected representatives and any subsequent changes as soon as reasonably possible.

Only representatives so elected and notified to IACTO will be recognised for consultation and negotiation purposes.

21.12 Role of National CTC Employee Representative Committees

National committee members will be subject to the normal rules, procedures and standards applicable to all employees and will not encourage or commit any act that interferes with normal operations, or bypass agreed procedures.

In the event of any action which is seen to be contrary to the terms of the agreement, members of the committee and/or SIPTU will be seen to do everything possible so that the matter(s) at issue can be processed according to agreed procedures.

Other Duties may be as follows:

- To represent the views of CTC staff fairly and effectively in consultations and negotiations with IACTO
- To liaise with and seek advice and assistance from the full time trade union official
- To act in accordance with existing laws, regulations and agreed procedures, the rules of the union and good industrial relations practice
- To have regard at all times for the safe and effective operation of the service
- To attend management/union conferences and/or third party hearings as part of the union delegation were required
- To refer local shop stewards and or other staff members to their full time trade union official for advice
- To support SIPTU to ensure that only eligible SIPTU members participate in any ballot that may be required
- To ensure that communications on all industrial relations issues will initially come from the appropriate trade union official
- To ensure that the spirit and intent of agreements, including timeframes are conveyed in good faith
- National Committee members have no authority to authorise a stoppage of work, non-cooperation or to take action, likely to lead to a dispute.

21.13 Trade Union Duties Facilities

National Committee members may be allocated reasonable paid time away from work for trade union duties, to attend meetings with IACTO, and/or third party conferences at national level. The union delegation will not exceed 5 in total, and a list of attendees will be sent to IACTO in advance.

It is accepted that from time to time, there may be a need for the national committee members to meet with their trade union official separately. Should the need arise, reasonable time away from work with pay may be provided where IACTO and the individual's general manager have received a written application from the trade union official a minimum of 2 weeks in advance. The application to IACTO will contain the purpose of the meeting and a list of attendees.

In order to qualify as paid time away from work, a trade union official must be present.

National committee members should contact SIPTU in relation to travel and subsistence allowances.

Reasonable accommodation for elections to the national committee may be provided from time to time upon written request to IACTO.

22. Safeguarding, Child Protection and Welfare

22.1 Purpose

Children First defines a 'child' as a person under the age of 18 years, who is not or has not been married. The purpose of this policy is to provide information and procedures to be followed should a child protection or welfare concern arise in a CTC.

The need to revise the Children First: National Guidance for the Protection and Welfare of Children came about because of the enactment of the Children First Act 2015.

This policy and procedures have been developed having reviewed inter alia, Children First: National Guidance and Child Protection and Welfare Practice Handbook (1999, 2011, 2015). Our Duty to Care, Department of Children and Youth Affairs. Trust in Care, HSE. Child Protection Policy, Office of the Minister for Children. Guidelines for VEC Centres (2006). Protecting Children, Barnardos 2010. In accordance with recommended practice, the HSE was consulted in preparation of this policy and procedure. This Policy should be read in its entirety and in conjunction with Children First: National Guidance for the Protection and Welfare of Children 2011 & 2015, Criminal Justice (withholding of information on offences against children and vulnerable persons) Act 2012, National Vetting Bureau (children and vulnerable persons) Acts 2012–2016, Children First Act 2015, Criminal Law (sexual offences) Act 2017.

22. 2 Policy Statement and Guiding Principles

- a. The safety and well-being of the child is of paramount importance.
- b. A reasonable child protection and welfare concern must elicit an organisational response; that response should be proportionate to the level of risk to the child/ren and the nature of the concern reported. (Adapted from the *Children First*)
- c. Staff have a responsibility to report concerns about the protection or welfare of a child to the Designated Liaison Person (the general manager in a CTC, unless otherwise advised) from whatever source they emanate without delay, this includes reporting persons whom they believe may pose a significant risk to child/ren.
- d. The UN Convention of the Rights of the Child and the National Children's Strategy provide that children and young people have a right to be consulted in relation to matters that affect them, in accordance with their age and maturity'.
- e. **Confidentiality:** The need to maintain confidentiality and demonstrate respect for the privacy, dignity and the rights of the child, parents and others should be actively preserved at all times. Only those that are authorised and '**need to know**' should be told of the concern, suspicion, allegation or disclosure and this number should be kept to a minimum. (Duty to Care). The test is whether or not the person has any legitimate role the management of the concern.

- f. Child Protection and Welfare can be a subjective and emotive area and can result in strongly held and diverging views. Confidentiality, sensitivity, and professionalism should be demonstrated at all times. An allegation should be treated as such; a person is innocent until proven otherwise. *(Adapted from Children First, Protecting Children, Barnardos & Our Duty to Care)*. **A poorly managed process may have the unintended effect of undermining Child Protection.**
- g. A child protection or welfare concern can arise between children and there may be child protection and welfare issues in respect of both children. While the alleged victim's welfare is of paramount importance, as an organisation we need to be sensitive to our duties to both children.
- h. *While the policy refers to learners under the age of 18, it should also be considered to apply to vulnerable adults who are defined as having an impeded ability (due to illness/disability/circumstance) to make informed decisions to protect themselves from significant harm or exploitation when considered against their peers. (Legal definition pending).*
- i. **Conflict of Interest:** Care will be taken to ensure that any potential for a conflict of interest is addressed throughout the management of the concern. A conflict of interest may arise where the views or actions of those involved could be perceived to be influenced by a factor other than a primary concern for the protection and welfare of the child. For example, where there is a personal relationship with any of the parties concerned (other than the professional relationship).
- j. **Section 176 of the Criminal Justice Act** introduced the criminal charge of reckless endangerment of children. It states 'A person, having authority or control over a child or abuser, who intentionally or recklessly endangers a child by –
 - (a) Causing or permitting any child to be placed or left in a situation which creates a substantial risk to the child of being a victim of serious harm or sexual abuse, or
 - (b) Failing to take reasonable steps to protect a child from such risk while knowing that the child is in such a situation is guilty of an offence'

Criminal Justice (withholding of information on offences against children and vulnerable persons) Act 2012. Under this Act, it is a criminal offence to withhold information about a serious offence, including a sexual offence, against a person under 18 years or a vulnerable person. The provisions of the Withholding legislation are in addition to any reporting requirements under the Children First Act 2015.

- k. The ***Protection for Persons Reporting Child Abuse Act, 1998***, provides immunity from civil liability to persons who have communicated child abuse 'reasonably and in good faith' to authorised persons. Protection is offered "unless it is proved that he or she (or the organisation) has not acted reasonably and in good faith in forming that opinion and communicating it to the appropriate person". A person who makes a report in good faith and in the child's best

interests may also be protected under common law by the defence of qualified privilege. (Children First 2011, 2015)

The *Act also provides for a criminal offence of false reporting* of child abuse where a person (or organisation) makes a report of child abuse ‘knowing that statement to be false’, and is designed to protect innocent persons from false / malicious reports. For more detailed information, please refer to Children First.

A staff member who reports a child protection concern in good faith to the authorised person and in accordance with these procedures will be supported throughout the process and protected against any form of victimisation. Their identity will only be provided on a ‘**need to know**’ basis, and will be protected as much as is reasonably practicable.

- l. A staff member who is found to have failed to follow these procedures without delay or to have made a malicious or false allegation may be subject to disciplinary procedures as outlined in the disciplinary policy, up to and including dismissal.
- m. In determining a response to a reported concern, each case will be considered on its own merits. The case may require that these procedures are modified with the aim of ensuring that the concern is dealt with in an effective, efficient and fair manner. The protection and welfare of the child is the primary consideration in determining the CTC’s response.

22.3 Key Definitions

(Sourced from Children First 2011, 2015 and the Practice Handbook 2011)

Child: A ‘child’ is defined under the Child Care Act 1991 as anyone under the age of 18 years who is not or has not been married. The child protection and welfare concerns for the unborn may need to be considered during pregnancy.

Child Abuse: Can be categorised into four different types, emotional abuse, sexual abuse, physical abuse and neglect. A child may be subjected to one or more forms of abuse at any given time. For detailed guidance and signs and symptoms, please refer to Children First 2011, 2015.

Child Protection: The process of protecting individual children identified as either suffering, or likely to suffer, significant harm as a result of abuse or neglect.

Child Protection Concern: The term ‘child protection concern’ is used when there are reasonable grounds for believing that a child may have been, is being or is at risk of being physically, sexually or emotionally abused or neglected.

Child Welfare Concern: A problem experienced by a child, or by the family of a child, that is seen to impact negatively on the child’s health, development and welfare, and that warrants assessment and support but may not require a child protection response.

Designated Liaison Person (DLP): Every organisation, both public and private, that is providing services for children or that has regular, direct contact with children should identify a designated liaison person to act as a liaison with outside agencies and a resource person to any staff member or volunteer who has child protection or welfare concerns. *“The responsibility of the DLP is to establish, in consultation with the individual who raised the concern if reasonable grounds for concern exist”. “The DLP is responsible for reporting allegations or concerns of child abuse to the HSE”* (Child First 2011). The general manager is normally the DLP and the acting DLP should be contacted if the concern is in relation to the DLP.

Harm: Harm can be defined as

- (a) assault, ill-treatment or neglect of the child in a manner that seriously affects or is likely to seriously affect the child’s health, development or welfare, or
- (b) sexual abuse of the child

Whether caused by a single act, omission or circumstance or a series or combination of acts, omissions or circumstances or otherwise.

The threshold of harm for each category of abuse at which mandated persons have a legal obligation to report concerns is outlined below.

If you are in doubt about whether your concern reaches the legal definition of harm for making a mandated report, Tusla can provide advice in this regard. You can find details of who to contact to discuss your concern on the Tusla website (www.tusla.ie). If your concern does not reach the threshold for mandated reporting, but you feel it is a **reasonable concern** about the welfare or protection of a child, you should report it to Tusla under this Guidance.

Emotional abuse/ill-treatment - Ill-treatment is defined as ‘to abandon or cruelly treat the child, or to cause or procure or allow the child to be abandoned or cruelly treated’. Emotional abuse is covered in the definition of ill-treatment used in the Children First Act 2015. The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being ill-treated to the point where **the child’s health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

Sexual Abuse- If, as a mandated person, you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being sexually abused, then you must report this to Tusla under the Children First Act 2015. Sexual abuse to be reported under the Children First Act 2015 [as amended by section 55 of the Criminal Law (Sexual Offences) Act 2017] is defined as an offence against the child, as listed in Schedule 3 of the Children First Act 2015. A full list of relevant offences against the child which are considered sexual abuse is set out in Appendix 3 of this Guidance. As all sexual abuse falls within the category of **seriously affecting a child’s health, welfare or development**, you must submit all concerns about sexual abuse as a mandated report to Tusla.

There is one exception, which deals with certain consensual sexual activity between teenagers, which is outlined on page 23 of Children First, National Guidance for the Protection and Welfare of Children 2017.

Physical Abuse– Physical abuse is covered in the references to assault in the Children First Act 2015. The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child has been, is being, or is at risk of being assaulted and that as a result **the child’s health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

Neglect – Neglect is defined as ‘to deprive a child of adequate food, warmth, clothing, hygiene, supervision, safety or medical care’. The threshold of harm, at which you must report to Tusla under the Children First Act 2015, is reached when you know, believe or have reasonable grounds to suspect that a child’s needs have been neglected, are being neglected, or are at risk of being neglected to the point where **the child’s health, development or welfare have been or are being seriously affected, or are likely to be seriously affected.**

Mandated Person: The Children First Act 2015 places a legal obligation on certain people, many of whom are professionals, to report child protection concerns at or above a defined threshold to Tusla - Child and Family Agency. Mandated persons are people who have contact with children and/or families and who, because of their qualifications, training and/or employment role, are in a key position to help protect children from harm. For detailed guidance, please **refer to Children First 2011, 2015.**

Retrospective Abuse: The term retrospective abuse refers to abuse that an adult discloses that took place during their childhood. When attending counselling or being treated for a psychiatric or health problem, adults may disclose that they were abused during their childhood

Vulnerable Adult - Adults who may be vulnerable are those who may be restricted in their capacity to guard themselves against harm or exploitation, possibly as a result of illness, dementia, mental health problems, physical disability or intellectual disability. For detailed guidance please refer to Department of Social Protection Safeguarding Vulnerable Adults June 2017

22.4 Reasonable grounds for a child protection or welfare concern

You should always inform Tusla when you have **reasonable grounds for concern** that a child may have been, is being, or is at risk of being abused or neglected. If you ignore what may be symptoms of abuse, it could result in ongoing harm to the child. It is not necessary for you to prove that abuse has occurred to report a concern to Tusla. All that is required is that you have reasonable grounds for concern. It is Tusla’s role to assess concerns that are reported to it. If you report a concern, you can be assured that your information will be carefully considered with any other information available and a child protection assessment will be carried out where sufficient risk is identified.

Reasonable grounds for a child protection or welfare concern include:

- Evidence, for example an injury or behaviour, that is consistent with abuse and is unlikely to have been caused in any other way
- Any concern about possible sexual abuse
- Consistent signs that a child is suffering from emotional or physical neglect
- A child saying or indicating by other means that he or she has been abused
- Admission or indication by an adult or a child of an alleged abuse they committed
- An account from a person who saw the child being abused

The guiding principles on reporting child abuse or neglect may be summarised as follows:

1. The safety and well-being of the child must take priority over concerns about adults against whom an allegation may be made
2. Reports of concerns should be made without delay to Tusla

If a child is in immediate danger and Tusla cannot be contacted, contact the Gardai without delay.

22.4.1 Types of Child Abuse and how they may be recognised

Child abuse can be categorised into four different types: neglect, emotional abuse, physical abuse and sexual abuse. A child may be subjected to one or more forms of abuse at any given time. Abuse and neglect can occur within the family, in the community or in an institutional setting. The abuser may be someone known to the child or a stranger, and can be an adult or another child. In a situation where abuse is alleged to have been carried out by another child, you should consider it a child welfare and protection issue for both children and you should follow child protection procedures for both the victim and the alleged abuser.

The important factor in deciding whether the behaviour is abuse or neglect is the impact of that behaviour on the child rather than the intention of the parent/carer.

The definitions of neglect and abuse presented in this section are not legal definitions. They are intended to describe ways in which a child might experience abuse and how this abuse may be recognised.

Neglect

Child neglect is the most frequently reported category of abuse, both in Ireland and internationally. Ongoing chronic neglect is recognised as being extremely harmful to the development and well-being of the child and may have serious long-term negative consequences.

Neglect occurs when a child does not receive adequate care or supervision to the extent that the child is harmed physically or developmentally. It is generally defined in terms of an omission of care, where a child's health, development or welfare is impaired by being deprived of food, clothing, warmth, hygiene, medical care, intellectual stimulation or

supervision and safety. Emotional neglect may also lead to the child having attachment difficulties. The extent of the damage to the child's health, development or welfare is influenced by a range of factors. These factors include the extent, if any, of positive influence in the child's life as well as the age of the child and the frequency and consistency of neglect.

Neglect is associated with poverty but not necessarily caused by it. It is strongly linked to parental substance misuse, domestic violence, and parental mental illness and disability.

A reasonable concern for the child's welfare would exist when neglect becomes typical of the relationship between the child and the parent or carer. This may become apparent where you see the child over a period of time, or the effects of neglect may be obvious based on having seen the child once.

The following are features of child neglect:

- Children being left alone without adequate care and supervision
- Malnourishment, lacking food, unsuitable food or erratic feeding
- Non-organic failure to thrive, i.e. a child not gaining weight due not only to malnutrition but also emotional deprivation
- Failure to provide adequate care for the child's medical and developmental needs, including intellectual stimulation
- Inadequate living conditions – unhygienic conditions, environmental issues, including lack of adequate heating and furniture
- Lack of adequate clothing
- Inattention to basic hygiene
- Lack of protection and exposure to danger, including moral danger, or lack of supervision appropriate to the child's age
- Persistent failure to attend school
- Abandonment or desertion

Emotional abuse

Emotional abuse is the systematic emotional or psychological ill-treatment of a child as part of the overall relationship between a caregiver and a child. Once-off and occasional difficulties between a parent/carer and child are not considered emotional abuse. Abuse occurs when a child's basic need for attention, affection, approval, consistency and security are not met, due to incapacity or indifference from their parent or caregiver. Emotional abuse can also occur when adults responsible for taking care of children are unaware of and unable (for a range of reasons) to meet their children's emotional and developmental needs. Emotional abuse is not easy to recognise because the effects are not easily seen.

A reasonable concern for the child's welfare would exist when the behaviour becomes typical of the relationship between the child and the parent or carer.

Emotional abuse may be seen in some of the following ways:

- Rejection
- Lack of comfort and love

- Lack of attachment
- Lack of proper stimulation (e.g. fun and play)
- Lack of continuity of care (e.g. frequent moves, particularly unplanned)
- Continuous lack of praise and encouragement
- Persistent criticism, sarcasm, hostility or blaming of the child
- Bullying
- Conditional parenting in which care or affection of a child depends on his or her behaviours or actions
- Extreme overprotectiveness
- Inappropriate non-physical punishment (e.g. locking child in bedroom)
- Ongoing family conflicts and family violence
- Seriously inappropriate expectations of a child relative to his/her age and stage of development

There may be no physical signs of emotional abuse unless it occurs with another type of abuse. A child may show signs of emotional abuse through their actions or emotions in several ways. These include insecure attachment, unhappiness, low self-esteem, educational and developmental underachievement, risk taking and aggressive behaviour.

It should be noted that no one indicator is conclusive evidence of emotional abuse. Emotional abuse is more likely to impact negatively on a child where it is persistent over time and where there is a lack of other protective factors.

Physical abuse

Physical abuse is when someone deliberately hurts a child physically or puts them at risk of being physically hurt. It may occur as a single incident or as a pattern of incidents. A reasonable concern exists where the child's health and/ or development is, may be, or has been damaged as a result of suspected physical abuse.

- Physical abuse can include the following:
- Physical punishment
- Beating, slapping, hitting or kicking
- Pushing, shaking or throwing
- Pinching, biting, choking or hair-pulling
- Use of excessive force in handling
- Deliberate poisoning
- Suffocation
- Fabricated/induced illness
- Female genital mutilation

The Children First Act 2015 includes a provision that abolishes the common law defence of reasonable chastisement in court proceedings. This defence could previously be invoked by a parent or other person in authority who physically disciplined a child. The change in the legislation now means that in prosecutions relating to assault or physical cruelty, a person who administers such punishment to a child cannot rely on the defence of reasonable chastisement in the legal proceedings. The result of this is that the

protections in law relating to assault now apply to a child in the same way as they do to an adult.

Sexual abuse

Sexual abuse occurs when a child is used by another person for his or her gratification or arousal, or for that of others. It includes the child being involved in sexual acts (masturbation, fondling, oral or penetrative sex) or exposing the child to sexual activity directly or through pornography.

Child sexual abuse may cover a wide spectrum of abusive activities. It rarely involves just a single incident and in some instances occurs over a number of years. Child sexual abuse most commonly happens within the family, including older siblings and extended family members.

Cases of sexual abuse mainly come to light through disclosure by the child or his or her siblings/friends, from the suspicions of an adult, and/or by physical symptoms.

Examples of child sexual abuse include the following:

- Any sexual act intentionally performed in the presence of a child
- An invitation to sexual touching or intentional touching or molesting of a child's body whether by a person or object for the purpose of sexual arousal or gratification
- Masturbation in the presence of a child or the involvement of a child in an act of masturbation
- Sexual intercourse with a child, whether oral, vaginal or anal
- Sexual exploitation of a child, which includes:
 - Inviting, inducing or coercing a child to engage in prostitution or the production of child pornography [for example, exhibition, modelling or posing for the purpose of sexual arousal, gratification or sexual act, including its recording (on film, videotape or other media) or the manipulation, for those purposes, of an image by computer or other means]
 - Inviting, coercing or inducing a child to participate in, or to observe, any sexual, indecent or obscene act
 - Showing sexually explicit material to children, which is often a feature of the 'grooming' process by perpetrators of abuse
- Exposing a child to inappropriate or abusive material through information and communication technology
- Consensual sexual activity involving an adult and an underage person

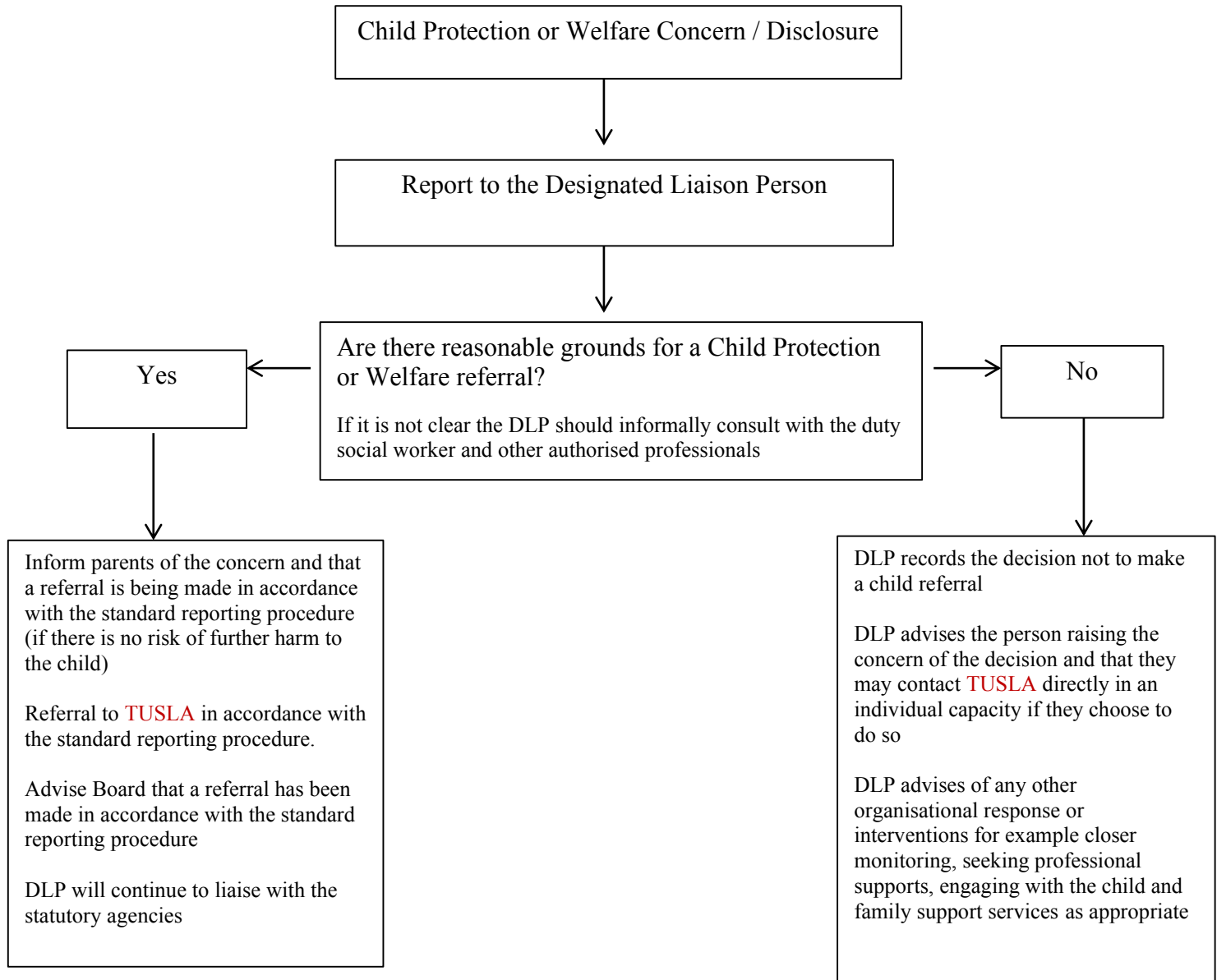
It should be remembered that sexual activity involving a young person may be sexual abuse even if the young person concerned does not themselves recognise it as abusive.

An Garda Síochána will deal with any criminal aspects of a sexual abuse case under the relevant criminal justice legislation. The prosecution of a sexual offence against a child will be considered within the wider objective of child welfare and protection. The safety of the child is paramount and at no stage should a child's safety be compromised because of concern for the integrity of a criminal investigation.

In relation to child sexual abuse, it should be noted that in criminal law the age of consent to sexual intercourse is 17 years for both boys and girls. Any sexual relationship where one or both parties are under the age of 17 is illegal. However, it may not necessarily be regarded as child sexual abuse. Details on exemptions for mandated reporting of certain cases of underage consensual sexual activity can be found in Chapter 3 of Children First National Guidance for the Protection and Welfare of Children 2017.

Child Protection & Welfare Reporting Flow Chart

Please adhere to the **CONFIDENTIALITY** requirements throughout this process



Where a concern is in relation to a member of staff of the CTC

1. **As a Child Protection/Welfare Issue:** The Child Protection Procedure is the same.
2. **As an Employment Issue:** The alleged breach of policy should be managed in accordance with the disciplinary procedure

22.5. Role and Responsibility of Employees:

Staff have a duty to report concerns or disclosures of child protection and welfare to the DLP without delay from whatever source they emanate in accordance with these procedures. No commitments to the child should be given regarding confidentiality, and at the earliest opportunity, the child should be sensitively informed that concerns must be reported to the DLP.

It may be difficult to know whether a child protection or welfare concern is reasonable and **if in doubt** discuss your concern with the DLP, he/she is 'best placed' to provide guidance and to know of or to access other information. The role of the DLP is to establish, in consultation with the person raising the concern, whether reasonable grounds exist and if the reported concern will be referred to TUSLA in accordance with the standard reporting procedures. For further information refer to Children First 2011, 2015.

A staff member who reports a child protection concern in good faith, to the authorised person will be supported and protected from any form of victimisation. Their identity will be protected as much as reasonably practicable, and provided on a '**need to know basis**'.

22.6 Guidance for responding to Disclosures;

- Be aware that disclosures can be difficult for the child and give them time to tell as much as they wish, at their own pace and in their own language
- Stay calm and reassure the child that they have done the right thing in talking to you
- Listen to and accept what the child has to say and don't express any judgement towards the alleged perpetrator or situation
- Check that what you have heard is correct
- Do not promise to keep the secret, as sensitively as possible tell the child that you are required to report the conversation to the DLP
- At the earliest opportunity, record in writing, what the child has said in a factual manner, including as far as possible, the exact words used by the child. Include as much detail as possible, time/date/location and any witnesses. Sign and date the record and give it to the DLP without delay

22.7 Guidance for responding to observed concerns physical/ behavioural;

- Discreetly ask non leading questions seeking an explanation for the injury or behaviour
- Listen to and accept what the child has to say and don't express any opinion
- Check that what you have heard is correct
- At the earliest opportunity record what you observed and what the child has said by way of explanation including as far as possible the exact words used by the child. Include as much detail as possible about your observations in a factual manner and whether you have noticed anything before, include the time//date/location and any witnesses present. Sign and date the record and give it to the DLP without delay. **Do not attempt to discuss or investigate or contact parents/carers yourself.**

While a child protection concern regarding a colleague may bring with it an additional sense of unease, the safety of the child/ren must be the primary consideration and the concern must be reported to the DLP in the normal manner.

Child protection and welfare is a highly sensitive issue for those concerned. It is not appropriate to discuss the matter with colleagues or other unauthorised persons and confidentiality should be maintained at all times. In order to maintain the dignity of child and others involved and to maintain appropriate data protection procedures, concerns should only be discussed with authorised persons.

Written Records are extremely important as many signs of abuse are non-specific and there is a need to be able to examine whether a pattern is emerging or other indicators are present.

Points to consider:

- Ensure records are factual and include details of contacts, consultations and any actions taken.
- Cooperate with Tusla in the sharing of records, where a child protection or welfare issue arises. An example of this could be information needed for a Child Protection Conference or strategy meeting or information important for the assessment of risk to a child.
- Store records on child protection concerns, allegations and disclosures securely and safely.
- Use records for the purpose for which they are intended only.
- Share records on a need-to-know basis only in the best interests of the child or young person.

On-going support for the child

Following a disclosure, it is important that the staff member continues in a supportive relationship with the child. Disclosure is a huge step for a child. Staff should continue to offer support through; maintaining a positive relationship with the child, keeping the lines of communication open by listening carefully to the child and continuing to include the child in the usual activities. Any further disclosures or concerns should be reported in the normal manner.

Protecting children and young people is everyone's responsibility and failure to follow the CTC Child Protection, and Welfare policy and procedure, failing to make the report to the authorised person or unduly delaying making a report may result in disciplinary action up to and including dismissal.

22.8 Role and Responsibility of the Designated Liaison Person (DLP):

A child protection or welfare concern must elicit a response from the organisation that response should be proportionate to the level of risk to the child/ren and the nature of the concern reported.

“The responsibility of the DLP is to establish, in consultation with the individual who raised the concern if reasonable grounds for concern exist”. The DLP is responsible for reporting allegations or concerns of child abuse to TUSLA”. (Child First Practice Handbook 2011) This may require that the DLP examines the information reported and asking non-leading questions, if necessary to give further clarity.

The responsibility of the DLP is to;

1. To establish, in consultation with the individual who has raised the concern if reasonable grounds for a concern of child abuse or neglect exist.
2. If reasonable grounds exist, to ensure that the standard reporting procedure is followed without delay.
3. To ensure their own skills and knowledge about child protection and welfare matters is up to date and to undertake any training necessary to keep updated.
4. To act as the point of contact for the CTC staff in relation to child protection and welfare matters.
5. To act as the liaison person with outside agencies
6. To ensure that staff have received appropriate information and training.
7. To maintain accurate and compliant record keeping procedures.
8. To report to the board in accordance with these procedures.

22.9 Guidance for the DLP when examining a reported concern:

Once the DLP has received a concern an examination of the information will be undertaken. As an additional support, the DLP may contact the HSE duty social worker or other authorised professionals for an informal consultation. In order to avoid any misunderstanding, the DLP will explicitly state that they are not making a referral and no identifying details or written records should be provided.

The protection and welfare of the child is the primary consideration when determining the organisational response to a child protection or welfare concern.

As part of the examination the DLP is also likely to consider;

- Whether the child is in imminent danger of abuse, or significant harm such that immediate protective measures should be undertaken
- Whether the reported concern is reasonably consistent with the definitions, signs and indicators of child *abuse, neglect or harm* as outlined in Children First
- Whether it should be reasonably regarded as a child protection or a child welfare concern
- Whether making further enquiries put the child at risk of further harm and/or compromise/frustrate a statutory or other inquiry or investigation
- Have there been other reported concerns, observations or indicators, is there a pattern emerging?
- Is there anything to indicate that the disclosure/concern is mistaken, false or malicious?
- Have explanations other than child abuse or neglect been considered
- Is the concern/suspicion/allegation in respect of another child

- Is it appropriate to consult the child in determining the organisational response
- What are the views expressed by the person raising the concern, the informal consultation, the child, the parent/guardian (where it is appropriate to involve them)

“Child Protection concerns should be supported by evidence that indicates the possibility of abuse”. “A concern about a potential risk to children posed by a specific person, even if the children are unidentifiable, should be communicated to TUSLA”. (Children First 2011).

Where the DLP, in consultation with the person raising the concern, has established that reasonable grounds exist for a concern of child abuse or neglect the DLP must ensure that the standard reporting procedure is followed without delay.

If there is a reasonable belief that the concern is urgent and that there is an imminent risk to a child, a referral may be made by telephone and then followed up with the completed form.

22.10 Outcomes following the examination of the reported concern may include;

1. If the DLP is satisfied that reasonable grounds for a concern exist

The DLP will report to Tusla using the Report Form (available on the Tusla website: <http://www.tusla.ie/children-first/web-portal/>)

The person raising the concern will be informed that the information is being referred to TUSLA in accordance with Children First and advised that the provisions of Protection for Persons Reporting Child Abuse would pertain.

The child and the parents/carers should be informed that a formal referral of the concerns is being made to TUSLA in accordance with Children First, **unless doing so could put the child at risk**. Any response should be recorded and included on the standard report returned.

As you will appreciate, informing the child/parent/carer that a child protection or welfare referral is being made needs to be handled in a sensitive and professional manner. How the information is conveyed to the child and their parents/guardians is extremely important and needs to be planned, thought through and treated sensitively. Consideration needs to be given to the sensitivity of the language used, the likely responses and how they may be managed. No identifying details of the person raising the concern should be provided or confirmed by the CTC.

The DLP shall immediately, or as soon as possible thereafter inform the board that a referral has been submitted to TUSLA, no details of the report should be disclosed to the

board unless there are issues which need to be addressed directly by the board. (*Child Protection Procedures for Primary and Post-Primary Schools, DES 2012*)

2. The DLP is satisfied that reasonable grounds do not exist for referral to TUSLA
Following the examination of the information, and in consultation with the person raising the concern, the DLP may decide that the information does not reasonably support a child protection or welfare referral in accordance with the standard reporting procedure.

The information received may indicate, for example that there is a need to discuss concerns with the parent/carer, or perhaps a closer monitoring of the child's behaviour or injuries going forward or engaging TUSLA or other professional services to support the child or family.

The person raising the concern will be informed of the decision not to make a formal report to TUSLA and the details, the reasons for the decision and any actions taken are recorded and stored in a safe and secure location and in accordance with data protection requirements.

If the person raising the concern is unhappy with the decision of the DLP not to make a formal referral, they may contact TUSLA in an individual capacity if they feel it is necessary to do so.

Where TUSLA has advised that a report should not be made the board should be advised of this fact. Once again no details of the report should be disclosed to the board unless there are issues which need to be addressed directly by the board. (*Child Protection Procedures for Primary and Post-Primary Schools, DES 2012, 2017*).

22.11 Role and Responsibility of the Board of Management

Child Protection and Welfare can be a subjective and emotive area and can result in strongly held and diverging views. It is extremely important that confidentiality, sensitivity, and professionalism are demonstrated by all of those involved. A poorly managed process can have the unintended consequence of undermining Child Protection.

The responsibility of the Board in relation to Child Protection and Welfare in a CTC is to ensure that appropriate policies and procedures are in place, are fit for purpose and are in keeping with *Children First*. The decision as to whether a referral of a concern will be made to TUSLA in accordance with the standard reporting procedure is a matter for the DLP in consultation with the person raising the concern.

As the most visible and most senior professional in the CTC, the DLP has been trained and is 'best placed' to provide and access information and or previous or future concerns and/or other indicators. The role of the DLP is to establish, in consultation with the person raising the concern, whether reasonable grounds for a concern exist and decide if the reported concern will be referred to TUSLA in accordance with the standard reporting

procedures. For further information, please refer to *Children First*. If the DLP is party to the concern, the acting DLP will assume responsibility.

The DLP shall immediately, or as soon as possible thereafter, inform the board that a report has been made to TUSLA, in the interests of protecting the anonymity of the child, no details of the report should be disclosed to the board unless there are issues which need to be addressed directly by the board. (*Child Protection Procedures for Primary and Post-Primary Schools, DES 2012, 2017*)

Where TUSLA has advised that a report should not be made the board should be advised of this fact. In the interests of protecting the anonymity of the child once again no details of the report should be disclosed to the board unless there are issues which need to be addressed directly by the board. (*Child Protection Procedures for Primary and Post-Primary Schools, DES 2012, 2017*).

The board are conscious of the sensitivity of the subject matter for the parties concerned and are aware that there is significant confidentiality, data protection and legal obligations required of them as members of the CTC board.

In order to support the integrity of the organisation's procedures, the Board will be aware of the **potential for a conflict of interest or loyalty**. For example, where a board member has a personal relationship with the concerned parties or is a nominee or employee of an outside agency with a role, responsibility or brief regarding child protection and welfare a conflict could be perceived to exist, and they will not be involved in the process.

Confidentiality: The need to maintain confidentiality and demonstrate respect for the privacy, dignity and the rights of the child, parents and others should be actively preserved at all times.

Only those that are authorised and '**need to know**' should be told of the concern, suspicion, allegation or disclosure and this number should be kept to a minimum. (Our Duty to Care).

Where a Child Protection concern has been raised in relation to a member of staff, the child protection procedure remains the same. An alleged breach of the child protection policy will be processed in accordance with the disciplinary policy.

22.12 Role and Responsibility Statutory Agencies

TUSLA has a statutory responsibility in relation to Child Protection and Welfare. The duty social worker (HSE) may be contacted for an informal consultation to support the decision making process. In order to avoid any misunderstanding, the DLP will explicitly state that they are not making a report, and no identifying details or written records should be provided.

Once a child protection or welfare referral has been received, the HSE will assess the information and may want to speak to the parties concerned. All staff members are expected to co-operate with the statutory agencies. If the HSE are of the view that reasonable grounds exist to indicate that a child may have been or is at risk of being abused, a formal notification to the Child Care Manager is made, as per the HSE procedural guidelines which are contained in *Children First*.

The DLP is the liaison person with the statutory agencies on behalf of the organisation and will normally be kept informed and should seek to be kept informed of progress of reported concerns. The Garda Síochána has responsibility for any criminal aspects, and it is the responsibility of TUSLA to contact the Guards as appropriate. The CTC should only contact the Guards in emergency situations where the child may be at immediate risk and the HSE duty social workers are not available.

22.13 Child Protection Concerns regarding a CTC Employee

The protection and welfare of the child is considered the primary consideration when determining the response to a concern of child abuse. It is important that the child protection and welfare policy is read in its entirety as sections are equally applicable when considering a concern raised against a member of the CTC team.

The employer is obliged to make reasonable provision for the management of;

- 1. The Child Protection and Welfare Reporting Procedure (Children First)***
- 2. The organisations procedure for dealing with employees***

“Any action taken should be guided by agreed procedures, the applicable employment contract and the rules of natural justice. “Any action taken in reporting an allegation of child abuse against an employee should be based on an opinion formed ‘reasonably and in good faith’. It will be necessary to decide whether a formal report should be made based on reasonable grounds for concern and outlined in Chapter 3 of Children First.”

Child Protection and Welfare can be a subjective and emotive area and can result in strongly held and diverging views. Confidentiality, sensitivity, and professionalism should be demonstrated by all of those involved.

An allegation should be treated as such a person is innocent until otherwise found. *(Adapted from Protecting Children, Barnardos 2010, 2015 & Our Duty to Care).*

22.14 Management of a Child Protection Concern regarding a CTC Employee.

Where a Child Protection concern has been raised in relation to a member of staff, the child protection procedure remains the same. The Child Protection and Welfare concern will be examined by the DLP in accordance with procedures outlined in 22.9.

An alleged breach of policy will be processed in accordance with disciplinary procedures

In general, and where practicable, the same person shall not have responsibility for dealing with the reporting issue and the employment issue. The DLP is responsible for reporting if appropriate to TUSLA. The employer is responsible for addressing any employment related issues.

The DLP will advise a member of the Board (normally the Chair) that a Child Protection concern has been received in respect of an employee, any informal advice received from the HSE and of the DLP’s reporting decision. Care will be taken to ensure that any potential for a conflict is identified and details provided on a need to know basis only.

The employee concerned will be informed that a concern has been raised and the nature of that concern. The employee will be provided with an opportunity to respond. The response will be included if a formal report is being made to **TUSLA**.

The employee will be advised of any preventive measures being undertaken, for example being required to absent themselves from work with pay (administrative leave), a reassignment of duties, or providing a chaperone or other such measures. Any preventative measures should be proportionate to the level of risk and should not unreasonably penalise the employee financially or otherwise, unless necessary to protect children and / or protect the integrity of enquiries / investigations. Preventive measures should be viewed as precautionary and not as a disciplinary measure.

Where it has been decided that a breach of policy / procedure may have occurred, the staff member concerned will be requested to attend a disciplinary hearing and that they may be accompanied in the normal manner. At the hearing the employee will be advised of the alleged breach and provided with an opportunity to respond. Please refer to Disciplinary Policy for further guidance.

It is acknowledged that it is in everyone's interest that the process is concluded as quickly as reasonably practicable.

Failure to adhere to the Child Protection and Welfare Policy will be treated seriously and may result in disciplinary action up to and including dismissal.

This policy may be amended or varied in light of further intended legislation.

Further Information is available from IACTO and supporting documents available at;

Our Duty to Care: http://www.dcy.gov.ie/documents/publications/ODTC_Full_Eng.pdf

http://www.tusla.ie/uploads/content/Children_First_National_Guidance_2017.pdf

http://www.tusla.ie/uploads/content/4214-TUSLA_Guide_to_Reporters_Guide_A4_v3.pdf

https://www.education.ie/en/SchoolsColleges/Information/ChildProtection/child_protection_guidelines.pdf

23. Grievance Policy & Procedure

23.1 Purpose

The purpose of this policy is to provide staff with a readily accessible procedure for addressing work place grievances. It is intended to safeguard sound working relationships through the prompt resolution of work related grievances. This policy or procedure should not replace normal communications or dialogue between the general manager and an employee.

This policy incorporates the provisions of the Code of Practice on Grievance and Disciplinary Procedures (S.I. 146 of 2000) as issued by the Labour Relations Commission.

23.2 Policy

It is our policy to promote a culture of good communications, openness and a willingness to co-operate and listen to employees. We operate an open door communications policy and staff can arrange to speak to the general manager at any time.

- The direct line manager has responsibility for the implementation of the grievance policy and procedure (unless otherwise advised). A panel may be established to manage the grievance procedure where it is deemed appropriate to do so.
- In determining an appropriate response to the grievance management will consider each grievance on its own merits. The response will depend on the particulars and complexity of the individual grievance and procedures may be modified to ensure the complaint is dealt with in a reasonable and effective manner.
- In cases where a number of staff share a grievance, the grievance should be put in writing, signed by those party to the grievance and dated. On receipt of the grievance, management will determine an appropriate course of action.
- Where a grievance relates to pay, terms and conditions of employment, management is obliged to implement agreements and associated terms and conditions that have been negotiated on behalf of CTC staff nationally. As a CTC, the organisation is reliant on external funding and is bound by the terms and conditions associated with that funding.
- While grievances are being processed through this procedure, it is expected that all safe and lawful instructions will be carried out, under protest if necessary until the grievance has been processed. Management reserve the right to suspend normal discussions where grievance procedures are not followed or where unofficial action is taken in breach of these procedures.
- All parties involved in the grievance are expected to maintain confidentiality and discretion and not to speak about, discuss or disclose any relevant information with their colleagues, as it may be perceived to unduly or unfairly influence the process or the outcome. Breach of confidentiality may result in disciplinary action up to and including dismissal.

23.3 Grievance Procedure

Organisational approach to problem solving

Differences of opinion are a normal and healthy part of everyday working relationships and even in the most effective teams problems may arise from time to time. It is in everybody's interest that an issue is raised with the authorised person and in accordance with these procedures and not allowed to fester or worsen. Management will endeavour to resolve grievances as informally as appropriate in the circumstances and will give due consideration to the views reasonably expressed by the parties regarding the process.

Stage 1 - Informal Grievance Procedure

Informal discussion between the parties: It can be effective as it encourages the parties to resolve matters directly themselves. Usually the resolution process will begin here and if resolved will end here. The manager may monitor the relationship to ensure harmony is maintained going forward. If unsuccessful or impractical, mediation may be offered.

Mediation: As an alternative to the formal process, mediation can be highly effective in the resolution of conflict in the workplace as it can enable parties to agree to resolve differences themselves and can provide the basis for better future working relationships.

The parties will normally receive a written invitation to participate in mediation which will include a proposed terms of reference and mediator. In certain circumstances and where resources allow the services of an external professional mediator may be engaged.

The process provides for a suitably experienced and neutral third party, a professional Mediator, to facilitate the parties to clarify the issues in dispute and develop resolution options for the parties to voluntarily agree. It is a non-judgemental and confidential process.

Participation does not imply an acceptance or withdrawal of positions just a willingness to try and resolve matters informally. Discussions are held with the mediator on both an individual and a joint basis and parties may be accompanied in the normal manner.

By engaging in mediation the parties agree that the mediator will not be called upon as a witness in any related matters. Discussions with the mediator are confidential and without prejudice.

If the parties reach agreement, the grievance ends here. Management will be advised that the grievance has been resolved. The relationship may be monitored to ensure harmony is maintained. If mediation is unsuccessful, impractical or not appropriate a formal investigation into the grievance may be undertaken.

Stage 2 - Formal Grievance Procedure

Employees are required to detail the nature of the grievance in writing and indicate their wish to have the grievance processed under the formal grievance procedure. The grievance should be signed and dated. The grievance should be addressed to the general manager (or Chair where the general manager is party to the grievance).

A meeting will be arranged between the person managing the grievance (or panel where appropriate) dealing with the grievance and the employee who raised the grievance.

An employee may be accompanied throughout the formal grievance process by a colleague in the same employ or a trade union official if so desired. The general manager must be informed of proposed attendance and status in advance in any meeting.

Role of Employee Companion / Representative in the process

Reasonable time and notice of meetings will be provided for employees to seek advice and check availability. Consideration will be given to reasonable requests rescheduling when received within 5 working days of the notice being sent and reasonable alternative dates have been provided.

The role of the Employee Companion / Representative at meetings:

- May address the meeting and outline the employee's case on behalf of the employee
- May support and consult with the employee (in private if necessary) during the meeting, including before answers are given – providing it is not unreasonably disruptive
- May respond on the employee's behalf to any view expressed at the meeting
- Must not answer questions put directly to the employee but may provide further details where this supports or assists the answers provided by the employee
- Must not address the meeting in a manner the employee clearly does not want
- May sum up on behalf of the employee at the end of the meeting

Any written submissions will be considered as the employee's own response.

A decision will be taken as soon possible after the meeting, following reasonable enquiries where necessary. The decision regarding the formal grievance will be communicated in writing. Copies of the documentation will be filed.

23.4 Appeals

The decision arising from the formal grievance procedure may be appealed. The grounds for the appeal should be detailed in writing signed and dated. The appeal will be heard by a person not previously involved in the process. The individual case and available skills and resources will determine the appeals process undertaken. The written appeal should be returned **within 10 working days of receipt of the decision.**

It should be noted that where an appeal is pending, management reserve the right to implement or continue to implement decisions with immediate effect.

24. Disciplinary Policy & Procedure

24.1 Purpose

The purpose of this policy is to outline the procedures to be followed where an employee is alleged to have breached or not implemented policy or their conduct or behaviour is alleged to fall below the standards expected of the post. It is also intended to provide an understanding of the disciplinary consequences of such action.

This policy incorporates the provisions of the Code of Practice on Grievance and Disciplinary Procedures (S.I. 146 of 2000) as issued by the Labour Relations Commission.

24.2 Scope

This policy applies to all employees on the company premises and anywhere else while on company business or attending work-related events including training, conferences and social events.

The progressive warning stages provided for in the policy may be abridged (shortened) when applied to employees during their probationary period.

24.3 Policy

The direct line manager has responsibility for the implementation of the disciplinary policy and procedure (unless otherwise advised). A panel may be established to manage the disciplinary procedure where it is deemed appropriate to do so. In view of organisational structures, the general manager (or panel) may conduct the disciplinary investigation and any subsequent disciplinary actions that may be required.

The CTC will endeavour to resolve situations requiring disciplinary action as informally as possible and appropriate given the particular circumstances.

In determining an appropriate process, the general manager will consider each case on its own merits. What is required in any particular instance will depend on the circumstance and /or the complexity of the individual case and may require that the procedures are adopted or modified with the aim of ensuring that disciplinary matters are dealt with in a sensitive, efficient, effective fair and consistent manner.

All parties involved in the disciplinary process are expected to maintain confidentiality and discretion and not to speak about, discuss or disclose any relevant information with their colleagues as it may be perceived to unduly or unfairly influence the outcome.

Management will maintain confidentiality and proper discretion as far as possible while ensuring that a fair investigation is conducted. Management reserves the right to retain records and/or documentation to assist in the monitoring of organisational policies and performance. Records will be retained in a secure location.

An employee may be accompanied throughout the disciplinary process by a colleague in the same employ or a trade union official if so desired. The general manager must be informed of proposed attendance and status in advance in any meeting.

Role of Employee Companion / Representative in the process

Reasonable time and notice of meetings will be provided for employees to seek advice and check availability. Consideration will be given to reasonable requests rescheduling when received within 5 working days of the notice being sent and reasonable alternative dates have been provided.

The role of the Employee Companion / Representative at meetings:

- May address the meeting and outline the employee's case on behalf of the employee
- May support and consult with the employee (in private if necessary) during the meeting, including before answers are given – providing it is not unreasonably disruptive
- May respond on the employee's behalf to any view expressed at the meeting
- Must not answer questions put directly to the employee but may provide further details where this supports or assists the answers provided by the employee
- Must not address the meeting in a manner the employee clearly does not want
- May sum up on behalf of the employee at the end of the meeting

Any written submissions must be signed and dated by the employee and will be considered as the employee's own response.

Management views retaliation of any kind against an individual for invoking or participating in the grievance, disciplinary or complaints procedures in good faith as a serious disciplinary offence.

There may be occasions where, having witnessed or been made aware of alleged misconduct management is obliged to investigate the allegation in the absence of a formal grievance or complaint.

24.4 Grounds for Disciplinary Action

The Code of Professional Conduct provides guidance to employees regarding the behaviour that is valued and expected during the course of your work in the CTC. Staff are expected to perform their duties and conduct themselves in an acceptable and professional manner. It is not possible to list in writing every possible act or omission that will constitute grounds for disciplinary action. In general, disciplinary action will be taken where the competence, capability or conduct of the employee are found to be below the standards expected of the post.

Misconduct

The following represents examples of misconduct for illustrative purposes and they are not intended as exhaustive or exclusive. Offences of a similar level of seriousness will be viewed similarly.

- Language, conduct or behaviour that is inappropriate in the workplace
- Insubordination
- Poor performance of duties
- Non-attendance, irregular attendance or poor timekeeping
- Using mobile phones in work areas, training or meetings rooms
- Use of the company or a colleagues property without permission
- Breaches of policy or procedures, rules or standards of conduct of a minor nature

- Failure to maintain training or other files or records to an appropriate standard
- Failure to maintain work areas to an appropriate standard
- Breaches of the dress code
- Damage to company property

Gross Misconduct

The following represents examples of misconduct that are viewed as being of a serious or persistent nature and warrant consideration of more serious disciplinary sanction, up to and including dismissal. The examples are for illustrative purposes and are not intended as exhaustive or exclusive. Offences of a similar level of seriousness will be viewed as gross similarly.

- Placing or allowing a learner, colleague, or others to be at risk of harm
- Incompetence and /or Incapability
- Inappropriate relations with learners
- Working while on sick leave
- Failure to follow policy or procedures
- Fraud, Theft, Misappropriation, Unauthorised possession of the company or colleagues funds or property. Knowingly aiding such activities.
- More serious or persistent breaches of policy, procedures or misconduct
- Bullying or Harassment and/or a pattern of inappropriate or unacceptable conduct.
- Threatening, Intimidating or Violent Conduct
- Bringing the organisation into disrepute.
- Withholding / Falsification / Misrepresentation of information or records
- Breach of Contract.
- Persistent refusal to carry out safe and lawful instruction

24.5 Disciplinary Procedure

The level at which the disciplinary process begins will be determined by management and will depend on managements perception of the seriousness of the alleged incompetence, incapability or misconduct.

Pre-Disciplinary Meeting: Management will endeavour to ensure that no minor miscommunication or misunderstanding has inadvertently occurred in order to determine an appropriate response to the alleged misconduct.

24.5.1 Informal Counselling

It may be possible to resolve misconduct of a minor nature without recourse to the formal disciplinary procedures. The general manager may speak to the employee concerned directly, advise of the misconduct and counsel the employee in the expected conduct or improvement going forward. The general manager may record the meeting; however no disciplinary warning will be placed on file.

If informal counselling is unsuccessful or deemed by the general manager to be inappropriate in the circumstances, the formal disciplinary procedure will be used.

24.5.2 Formal Disciplinary Procedure

This procedure will be used in cases of alleged incompetence, incapability or misconduct which have not been remedied by informal counselling, or informal counselling was deemed to be inappropriate by the general manager.

A formal investigation into alleged misconduct may be required where facts are disputed, unclear, or the general manager deems an investigation to be appropriate in the circumstances.

An employee may be accompanied throughout the disciplinary process by a colleague in the same employ or a trade union official if so desired. The general manager must be informed of proposed attendance and status in advance in any meeting.

Role of Employee Companion / Representative in the process

Reasonable time and notice of meetings will be provided for employees to seek advice and check availability. Consideration will be given to reasonable requests rescheduling when received within 5 working days of the notice being sent and reasonable alternative dates have been provided.

The role of the Employee Companion / Representative at meetings:

- May address the meeting and outline the employee's case on behalf of the employee
- May support and consult with the employee (in private if necessary) during the meeting, including before answers are given – providing it is not unreasonably disruptive
- May respond on the employee's behalf to any view expressed at the meeting
- Must not answer questions put directly to the employee but may provide further details where this supports or assists the answers provided by the employee
- Must not address the meeting in a manner the employee clearly does not want
- May sum up on behalf of the employee at the end of the meeting

Any written submissions will be considered as the employee's own response.

24.5.3 The Disciplinary Investigation

The purpose of the investigation is to determine to the greatest extent possible what happened and may require that relevant witnesses or persons are interviewed. The objective is to ascertain whether or not on the balance of probabilities, the allegations are upheld.

The investigation is an integral part of the process of ensuring a fair and thorough examination is undertaken. Reasonable concerns raised regarding the process will be given due consideration.

In some circumstances, an employee may be required to absent themselves from work, pending the outcome of the investigation. This is not a disciplinary sanction and salary will continue to be paid.

During this period the employee should not access the premises without prior authorisation or contact colleagues regarding the allegation as it may be perceived to unduly or unfairly influence the process or outcome of the investigation. It is recognised that it is in the interests of all parties that the process is completed as soon as reasonably practicable.

All parties involved in the investigation are expected to maintain confidentiality and discretion and not to speak about, discuss or disclose any related information with colleagues or other unauthorised persons as it may be perceived to be unduly or unfairly influencing the process or outcome of the investigation.

Once the investigation has been completed the general manager will inform the employee of the findings of the investigation as soon as practicable, and the employee will be provided with the opportunity to comment on the findings if they so wish before any decisions are taken. Comments should be submitted to the general manager in writing **within 5 working days of receipt of the report.**

In light of the investigation findings and any comments received, the general manager will decide what action if any, is to be taken. The employee will be informed in writing of any further actions.

24.5.4 Finding are made on the Balance of Probabilities and may include;

The investigation finds that no misconduct has occurred.

The employee will be informed that the matter is now concluded.

The investigation finds that misconduct has occurred.

The employee will be informed that they will receive informal counselling **or** the employee will be informed that they are required to attend a disciplinary hearing.

24.5.5 The Disciplinary Process

Once the decision is taken that disciplinary sanction is being considered the employee will be requested to attend a disciplinary hearing with the general manager (or panel).

An employee may be accompanied throughout the disciplinary process by a colleague in the same employ or a trade union official if so desired. Management must be informed of proposed attendance and status in advance in any meeting.

The employee will be informed of the alleged misconduct and provided with the case against them at least 3 days in advance of the disciplinary meeting. The opportunity to respond will be provided, and full consideration will be given to the responses and any mitigating circumstances presented when determining the level (if any) of disciplinary sanction.

The employee will be informed in writing of the outcome and the required improvement or actions. In addition to a warning, disciplinary actions may include adjustment or withdrawal of discretionary privileges, deductions of overpayments, reimbursements, training, mediation, counselling or other initiatives designed to prevent reoccurrence and / or otherwise reimburse the company for proven losses.

Where a disciplinary warning is issued, a copy of the warning will be placed on the employees personnel file for a defined period (see below) and is considered 'live'

In the event that no further misconduct of a similar nature occurs and the required improvements or actions have taken place, the warning will no longer be considered 'live' and will be removed from the personnel file.

Management reserve the right to retain records and /or documentation to assist in the monitoring of organisational policies and performance and to protect its legitimate interests.

24.5.6 The Level of Disciplinary Sanctions are as follows:

Level 1: Verbal Warning – Will remain live on file for 6 months.

Level 2: First Written Warning – Will remain live on file for 9 months.

Level 3: Final Written Warning – Will remain live on file for 12 months

Level 4: Dismissal

Consideration may be given to similar live warnings when determining an appropriate level of disciplinary sanction.

24.7 Appeals

The decision arising from the formal disciplinary procedure may be appealed. The grounds for the appeal should be detailed in writing signed and dated. The appeal will be heard by a person not previously involved in the process. The individual case and available skills and resources will determine the appeals process undertaken. The written appeal should be returned **within 10 working days of receipt of the decision.**

It should be noted that where an appeal is pending, management reserve the right to implement decisions arising from the disciplinary process with immediate effect.

25. Equality, Dignity and Respect at Work

Bullying, Sexual Harassment and Harassment Policy and Procedure

The policy and procedure outlined below has been developed with reference to the relevant legislation and The Code of Practice for Employers and Employees on the Prevention and Resolution of Bullying at Work (HSA, 1st May 2007), Code of Practice for Detailing Procedures for addressing Bullying in the Workplace (SI 17/2002) and the Code of Practice on Sexual Harassment and Harassment at Work (S.I. No. 208 of 2012). Nothing in this policy is intended to supersede the Codes.

Organisational commitment to Equality, Dignity, Respect and Courtesy at work.

Embracing equality of opportunity and respecting the right to dignity, courtesy and respect promotes an environment where those involved in a CTC can contribute to the delivery of a quality training service regardless of difference, experience or background. Harnessing the wide range of perspectives that diversity brings and helps to make us more creative and dynamic.

The CTC handbook outlines a number of other policies to support our commitment to ensuring that a job applicant, employee, learner, customer, board member or business colleague is treated equally and with dignity. Behaviour and communications should promote a culture where dignity, courtesy and respect in the workplace are the norm.

25.1 Purpose

The purpose of this policy is to provide direction in relation to behaviours that may be reasonably regarded as bullying, sexual harassment and harassment and the complaints procedure to be followed to enable the resolution of complaints in a fair, effective and timely manner.

25.2 Scope

This policy applies to all employees irrespective of the duration of their contract.

25.3 Policy Principles

- Both management and staff have a responsibility to ensure that bullying, sexual harassment and harassment does not occur in the workplace
- Complaints of bullying, harassment or sexual harassment will be taken seriously and treated with sensitivity and fairness and processed to resolution.
- Confidentiality will be maintained to the greatest extent consistent with the requirements of a fair investigation.
- Management will endeavour to resolve complaints where bullying, sexual harassment or harassment is alleged as informally as appropriate in the circumstances.
- A designated member/s of management will be appointed to co-ordinate the organisational response, normally the general manager. (The Chair will receive the complaint if the general manager is party to the complaint).

- The role of the designated member/s of management is to provide for an organisational response that enables a fair internal resolution of the complaint.
- The resolution process will be conducted in a respectful and progressive manner. All parties are expected to fully co-operate to ensure timely progress and respectful communications.
- Due consideration will be given to reasonable suggestions regarding the resolution process put forward by the parties.
- There may be occasions where in the absence of a formal complaint, management is made aware of behaviour, which could negatively impact on our commitment to equality and dignity at work and management will respond as appropriate.
- The organisational response will depend on the circumstances and/or particulars of the individual case and may require procedures to be adapted accordingly.
- The policy is applicable where incidents are alleged to have happened at work, training or other work related business or activity, it may also extend to work – related social events.
- An employee who makes a complaint in good faith to the authorised person in accordance with this procedure or who has participated in the resolution process will be protected from any form of victimisation.
- If an employee is found to have made a malicious or vexatious complaint, the disciplinary procedure may be invoked.
- Bullying, sexual harassment or harassment does not include reasonable and essential discipline arising from the management of performance or conduct or actions which can be reasonably justified as employee's safety, health or welfare.
- These procedures are not intended to prevent the processing of complaints through normal industrial relations mechanisms to the relevant statutory body/ agency.

25.4. Role Clarity and Responsibilities

Management Responsibilities

This policy is part of a number of policies and procedures in a CTC designed to provide clarity in roles and accountabilities, promote equality of opportunity, dignity, respect and courtesy and to reduce the potential for bullying and sexual harassment and harassment while at work.

Some of the other relevant documents/policies include; Contracts, Job descriptions, Recruitment, Training, Code of Conduct, Health and Safety, Information Technology and the Performance Management and Development System (PMDS). In addition, management has a responsibility to-

- provide good example by treating all in the workplace with courtesy and respect
- promote awareness of the CTC's policy and complaints procedures
- be vigilant for signs of inappropriate behaviour and take action before a problem escalates

- respond sensitively to an employee who makes a complaint
- explain the procedures to be followed if a complaint is made
- ensure that the respondent is treated fairly
- ensure that an employee making a complaint is not victimised for doing so
- monitor and follow up after a complaint is made, so that behaviour does not recur.

As the senior professional in a CTC, the general manager has a responsibility to manage in such a way as to protect the safety health and welfare of employees. This means accepting responsibility for preventing bullying, sexual harassment and harassment and for resolving complaints (HSA Code 2007), and dealing with matters in a timely manner.

The CTC operates an open door communications system and employees can discuss work related matters with the general manager at any time.

25.5 Employee Responsibilities

Employees have a duty to communicate and behave in a manner that respects the right of others to equality, dignity, courtesy. The Code of Professional Conduct provides guidance on the behaviours and standards that are valued and expected.

Employees are required to fully co-operate with this policy and procedure and interventions or initiatives intended to promote an organisational culture where bullying, sexual harassment or harassment is not tolerated. Employees are obliged to report instances that they are aware of to the nominated person. Failure to follow the policy and procedure may result in disciplinary action.

Employees are required to maintain confidentiality and refrain from gossiping to ensure the process is fair and that the dignity of all of the parties, including the organisation is maintained.

Complaints whether verbal or written and related matters must only be submitted/discussed with person/s with a nominated role in the process. Breaches of confidentiality are taken seriously and may result in disciplinary action.

Role of Employee Companion / Representative in the process

The complainant and the respondent are entitled to be accompanied throughout the process by a colleague in the same employ or a trade union official if so desired. Management must be informed of proposed attendance at meetings and their status in advance of any meeting.

Reasonable time and notice of meetings will be provided for employees to seek advice and check availability for meetings. Consideration will be given to reasonable requests for rescheduling when received within 5 working days of the notice being sent and where reasonable alternative dates have been provided.

The role of the Employee Companion / Representative at meetings:

- May address the meeting and outline the employee's case on behalf of the employee
- May support and consult with the employee (in private if necessary) during the meeting, including before answers are given – providing it is not unreasonably disruptive
- May respond on the employee's behalf to any view expressed at the meeting
- Must not answer questions put directly to the employee but may provide further details where this supports or assists the answers provided by the employee
- Must not address the meeting in a manner the employee clearly does not want
- May sum up on behalf of the employee at the end of the meeting

Written submissions/communications must be signed and dated by the employee and will be considered as the employee's own response.

It is recognised that this may be a difficult and challenging time for the parties to a complaint and all of those participating in the process are expected to actively contribute to ensure the orderly, progressive and courteous conduct of business.

Bullying

25.5 Definition of Bullying – HSA Code of Practice 2007

“Workplace bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individuals’ right to dignity at work.

An isolated incident of the behaviour described in this definition may be an affront to dignity at work, but as a once-off incident, it is not considered to be bullying”.

(Report of the Task Force on the prevention of workplace bullying 2001)

Bullying that is not linked to one of the discriminatory grounds covered by the Equality Act 1998 (outlined below) is not considered harassment. (SI No. 208/2012).

Bullying can involve employees in many different work situations and at all levels;

- Manager to Employee, Employee to Manager, One employee to another or others, One group to another group, or individual
- Or other business contacts whom the employer may reasonably expect the employee to come into contact with in the workplace, for example, suppliers, business contacts

The following are illustrative examples of behaviour when repeated may constitute bullying. The alleged behaviour may fall within the remit of more than one example.

- Exclusion with negative consequences
- Abusive/offensive/insulting communications or behaviour
- Being treated less favourably than colleagues
- Intrusion – pestering, spying or stalking
- Menacing behaviour
- Intimidation, threats, threatening behaviour
- Aggression
- Undermining behaviour
- Excessive monitoring of work
- Humiliation
- Withholding of work-related information
- Repeatedly manipulating a person’s job content and objectives
- Blame for things beyond the persons control
- Taking credit for another’s ideas

In order to ensure fairness, a complaint of bullying must be made within 6 months of the alleged bullying behaviour or of the most recent alleged occurrence. Consideration will be given to the time elapsed and/or the intervals between alleged incidents of bullying to ensure a reasonable and fair approach. The intention of the respondent is not considered relevant to a finding.

A bullying complaint that has not been resolved internally may be referred in accordance with statutory provisions. Further information is available on the Labour Relations Commission (LRC), HSA and Citizens’ Information websites.

Sexual Harassment and Harassment

25.6 The Employment Equality Act 1998

Discrimination in all aspects of a person's employment is prohibited including;

- Access to employment, Conditions of employment, Training or experience, Promotion or re-grading, Classification of posts, Vocational training, Equal Pay
- It may apply where the employment relationship has ended, for example, references

Definition of Harassment – S.I. No. 208 2012

“Any form of unwanted conduct related to any of the discriminatory grounds which have the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. Bullying that is not linked to one of the discriminatory grounds is not covered by the Equality Act”.

Discriminatory Grounds

1. Gender (man, woman, transgender)
2. Civil Status (single, married, civil partnership, separated, divorced, widowed)
3. Family Status (responsibilities as a parent)
4. Sexual Orientation (heterosexual, bisexual or homosexual)
5. Disability (broadly defined and includes most disabilities, disease, illness)
6. Age (applies to anyone over the maximum school leaving age)
7. Race (refers to race, colour, nationality or ethnic or national origins)
8. Religious Beliefs (different religious belief, background, outlook or none)
9. Membership of the Traveller Community

Examples are provided for illustrative purposes and include; verbal, non-verbal and physical behaviour, for example gestures, displays, jokes songs, posturing, isolation, jostling, and excessive monitoring, which is based on one of the discriminatory grounds.

Definition of Sexual Harassment – S.I. No. 208 2012

“Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person”.

Examples are provided for illustrative purposes; Physical or Verbal conduct of a sexual nature that is unwanted and is unwelcome- sexual advances, propositions, pressure for out of work social activity, non-verbal conduct of a sexual nature -sexually suggestive images, displays, Gender –Based –derogatory or degrading conduct, gender related abuse or insults.

A complaint must be made within 6 months of the alleged occurrence of the sexual harassment or harassment or of the most recent occurrence of such harassment. The intention of the respondent is not considered relevant to a finding.

A complaint of sexual harassment or harassment that has not been resolved internally may be referred in accordance with statutory provisions. Further information is available on the Labour Relations Commission (LRC), Equality and Citizens' Information websites.

Complaints Procedure

Allegations of Bullying, Sexual Harassment or Harassment

25.9. Approaches to Resolution

Conflict will arise from time to time in the work place, and good communications between the parties concerned will normally resolve matters satisfactorily. A clear and courteous conversation can enable the clarification of misunderstandings, raise awareness and prevent a reoccurrence or further escalation. Further advice and information can be sought by contacting the shop steward or a trade union official.

Where management is made aware of specific incidents/allegations there may be a duty to respond in the absence of a formal complaint. This response may include advice about organisational procedures, refresher training or other, up to a full investigation. The organisational response will depend on the particular circumstances and will be recorded.

Making a Complaint of Bullying, Sexual Harassment or Harassment

- An employee has a right to make a complaint if they believe they have been subjected to bullying, sexual harassment or harassment in the workplace.
- Employees will not be victimised for making a complaint in good faith, supporting a complaint or respondent or participating in an investigation.
- No assumptions will be made about the culpability of the respondent during the process. The intention of the respondent is not a defence.
- Complaints should be in writing and will be signed and dated by the complainant directly and submitted to the general manager. The Chair will receive the complaint where the manager is a party to the complaint.
- The complaint should clearly state the behaviour complained of, bullying or sexual harassment or harassment (state the discriminatory ground if harassment is alleged).
- The complaint should be confined to the precise details of alleged incidents including the dates, times and the names of witnesses if any, whether the respondent was spoken to and what their response was.
- In the absence of concrete examples of alleged occurrences management may be unable to process a complaint as the respondent has no recourse to repudiating an allegation that doesn't give any specifics. In such circumstances it must be deemed that there is no complaint to be answered. (HSA 2007)
- In exceptional circumstances where a complaint is made verbally, the details of the complaint will be recorded and signed and dated by the complainant as an indication of accuracy. The complaint will be processed in the normal manner.
- The intention of the respondent is not considered relevant to a finding

Internal Resolution Procedures

The Chair should be advised on receipt of a formal complaint. The general manager will examine the complaint and determine the initial organisational response which may include;

Inviting the respondent to a meeting to substantiate the complaint, clarify points, discuss organisational policy, resolution procedures and any related matters.

Where the complaint can be reasonably regarded as an allegation of bullying, harassment or sexual harassment the respondent will be invited to a meeting and receive a written copy of the complaint and will be provided with an opportunity to respond. Organisational policy, resolution procedures and any related matters may be discussed.

Both parties will be advised of organisational expectations in relation to confidentiality and the need to maintain an appropriate working relationship throughout.

Management will endeavour to support the parties to resolve matters as informally and close to source as appropriate in the circumstances and as agreed by the parties to the complaint.

Informal Procedure may include;

Informal discussion between the parties: Can be effective as it encourages the parties to resolve matters directly themselves. Usually the resolution process will begin here and if resolved will end here. The manager may monitor the relationship to ensure harmony is maintained. If unsuccessful or impractical, mediation may be offered.

Mediation: As an alternative to a formal investigation, mediation can be highly effective in the resolution of conflict in the workplace as it can enable parties to agree to resolve differences themselves and can provide the basis for better future working relationships.

The parties will normally receive a written invitation to participate in mediation which will include a proposed terms of reference and mediator. In certain circumstances and where resources allow the services of an external professional mediator may be engaged.

The process provides for a suitably experienced and neutral third party, a professional Mediator, to facilitate the parties to clarify the issues in dispute and develop resolution options for the parties to voluntarily agree. It is a non-judgemental and confidential process. Participation does not imply an acceptance or withdrawal of positions just a willingness to try and resolve matters informally.

Discussions are held with the mediator on both an individual and a joint basis and parties may be accompanied in the normal manner.

By engaging in mediation the parties agree that the mediator will not be called upon as a witness in any related disputes.

If the parties reach agreement, the complaints process ends here. Management will be advised that the complaint has been resolved, and the relationship may be monitored to ensure harmony is maintained. If mediation is unsuccessful, impractical or the behaviour reoccurs a formal investigation may be undertaken.

The Formal Complaints Procedure

- A complaint of bullying, harassment or sexual harassment will be processed under the formal complaints procedure where the parties have requested it, the informal approach was unsuccessful, impractical or the formal procedure is considered a more appropriate response.
- Management recognise that this may be a challenging time for the parties involved and may provide for reasonable supports to the parties.
- The parties may be accompanied throughout the process in the normal manner.
- The purpose of the formal investigation is to establish the facts and credibility or otherwise of what is alleged to have occurred based on the balance of probabilities. The process may require that relevant witnesses or relevant others are interviewed.
- The objective of the investigation is to determine whether the complaint of bullying, harassment or sexual harassment is upheld.
- The terms of reference for the investigation and the investigator/s will be sent to the parties in advance, and reasonable concerns regarding process will be given due consideration if received within 5 days of the notice being sent. The investigator/panel may include a suitably competent external independent person where circumstances merit and resources allow.
- The investigation is an integral part of the process of ensuring a fair and thorough examination is undertaken. It may be appropriate to require employees to be absent from work pending the outcome and company premises should not be accessed without prior approval.

This is a preventative measure and should not be considered a disciplinary sanction. It is recognised that it is in the interests of all parties that the process is completed as soon as reasonably practicable and salary will continue to be paid.

- All parties involved in the investigation are expected to maintain confidentiality and discretion and not to speak about, discuss or disclose information regarding the complaint with colleagues or other unauthorised persons. It is seldom helpful and may be perceived to influence the process, undermine another's right to dignity or further escalate matters.
- The investigator/panel will meet with the complainant and respondent on an individual and confidential basis with a view to establishing the facts. The responses made by witnesses or other interviewed parties will be included in the final report. The investigator's report including findings and recommendations will be returned to management.
- The complainant and respondent will be provided with a copy of the report as soon as practicable and provided with an opportunity to comment if they so wish before decisions are taken. Comments should be submitted in writing to the manager handling the complaint within **5 working days** of receipt of the report.
- The complainant and the respondent will be informed of management's decision and the appeals process.

Findings are made on the balance of probabilities and may include;

A complaint of bullying or sexual harassment or harassment is upheld

Where a complaint of bullying sexual harassment or harassment is upheld the matter may be processed in accordance with the disciplinary procedure up to and including dismissal.

The complaint of bullying or sexual harassment or harassment is not upheld

If a complaint of bullying or sexual harassment or harassment is not upheld and no wrong doing has been found the relevant parties will be advised of the finding. It should be noted that there are instances where this will be the case.

If a complaint has not been upheld, but policy/standards breaches have been found management will decide on an appropriate course of action up to and including disciplinary action. It should be noted that there are instances where this will be the case.

If a complaint is found to have been malicious or vexatious the matter will be processed in accordance with the disciplinary procedure up to and including dismissal.

Irrespective of the outcome, management may provide for specific initiatives, designed to prevent, minimise the effects, reduce the risk of re-occurrence or support harmonious working relationships examples could include, monitoring and follow up, mediation, access to counselling, training, re-assignment, re-organisation of work or other measures.

25.10 Appeals

The complainant and the respondent have the right to appeal management decisions. The appeal should be made in writing detailing the grounds on which the appeal is being made. The appeal must be returned **within 10 days** of receipt of the decision and must be signed and dated by the appellant.

The appeal will be heard by a person not previously involved in the process and the appellant will be notified of the person hearing the appeal in advance.

The individual case and the resources available will influence how the appeal is conducted.

A complaint of bullying, sexual harassment or harassment that has not been resolved internally may be referred in accordance with statutory provisions. Further information is available on the Labour Relations Commission (LRC), HSA and Citizens' Information websites.

It should be noted that where an appeal is pending, management reserve the right to implement decisions and initiatives arising with immediate effect.

26. Termination of the Employment Relationship

26.1 Termination

Termination of employment occurs when the employer/employee relationship ends for whatever reason. In cases of resignation and dismissal, the CTC reserves the right to pay an employee in respect of any period of notice they are entitled to give or receive. Where overpayments have occurred, howsoever caused the CTC reserves the right to reimbursement.

On termination of employment, the employee will return all files, documents, equipment and property associated with centre, the board, employees, trainees or any other work related items.

The CTC will provide the employee with his/her P45. Payment, less any monies owing will be made and will include payment in lieu of any holiday accruals. A full breakdown will be provided. Where an employee has taken more holidays than those accrued, the appropriate monies will be deducted from final pay.

The CTC may wish to carry out an Exit Interview. References should be requested directly from the general manager or (Chair in the case of the general manager)

26.2 Resignation

The notice period required from individual employees is contained in their contract of employment, or in accordance with the minimum notice detailed below, whichever is the greater. However, in cases where an employee is in a position to provide a greater period of notice, management welcomes earlier notification. Notice of resignation must be provided in writing.

26.3 Re-Imbursement of Training and Development contributions on resignation

Management reserves the right to make deductions for financial contribution in respect of training and development, in accordance with the Training and Development Policy.

26.4 Natural Expiry of the Contract

The provisions of the Unfair Dismissals Acts do not apply to the termination of fixed term or specified purpose contracts where such termination is by reason of the natural expiry of the contract.

26.5 Retirement

The retirement age is normally on reaching the 65th birthday, however staff may now choose to retire on the day prior to their birthday at which they reach access to the State Pension age i.e. age 66 for those born before 1st January 1955, age 67 for those born on or after 1st January 1955 and age 68 for those born on or after 1st January 1961.

26.6 Dismissal

Dismissal and notice provisions will be dealt with in accordance with the Disciplinary Procedure.

26.7 Reduced Working Hours or Temporary Lay off

A CTC is reliant on funding and circumstances where resources or demand have diminished might mean the CTC may reduce working hours or temporarily lay staff off. Selection (where applicable) will retain those employees whose skills, experience and qualifications are most relevant and necessary for the CTC, length of service will be considered but shall not be the determining factor.

26.8 Alternative Work

Where it is available and appropriate, employees must be prepared to accept redeployment to alternative work if their normal work is not available, no employee will be assigned work outside the scope of their ability.

26.9 Redundancy

Decisions in relation to selection for redundancy will be taken using the maintenance of essential services and programmes as the primary criterion. Management will retain those employees whose skills, experience and qualifications are most necessary for the provision of essential services and programmes; length of service will be considered but shall not be the determining factor. Where practicable redundancy will take place on a voluntary basis

26.10 Statutory & Ex-Gratia Redundancy Payments

Where a redundancy situation arises, statutory notice periods, qualifying criteria and payments will be made in accordance with relevant legislation.

In addition, ex-gratia redundancy agreements will be applied in accordance with CTC collective agreements. Staff will be required to sign a declaration indicating that the payment is in full and final settlement of any matters arising from the employment relationship.

On the termination date, the employee will be provided with a redundancy certificate and the lump sum payment to which he / she is entitled, under the legislation. If an employee has any concerns, or queries they should discuss the matter with management without delay.

26.11 Minimum Notice & Terms of Employment

This legislation provides for specific periods of notice regarding termination of employment. Employees will receive notice in accordance with their contract of employment or legislative requirements, whichever is the greater. Management reserves the right to pay any employee in lieu of any notice the employer is required to give or entitled to receive. (Please see Disciplinary Policy for exceptions).