

Dated the *29 November 2019.*

Citizens Information Board

AND

National Advocacy Service for People with Disabilities

AGREEMENT

in relation to the funding and support of
The National Advocacy Service for People with Disabilities

**THIS AGREEMENT made on 20....
BETWEEN**

- 1) The **Citizens Information Board** having its principal office at Ground Floor, Georges Quay House, Townsend St, Dublin D02 VK65 (the “**CIB**”); and
- 2) The **National Advocacy Service for People with Disabilities** a company limited by guarantee and incorporated in Ireland under the Companies Act, 2014 with registered number CHY 21530 and having its registered office at **Ground Floor, George’s Quay House, 43 Townsend St, Dublin 2.** (The “**Company**”).

RECITALS

- A. CIB is a statutory body whose functions are set out in the Comhairle Act 2000, The Citizens Information Act 2007 and the Social Welfare (Miscellaneous Provisions) Act 2008 and is subject to the Code of Practice for the Governance of State Bodies (2016).
- B. The Company is a “voluntary body” as defined in Section 2 of the Comhairle Act 2000.
- C. The Company is a company limited by guarantee and is or is entitled to be registered as a charity pursuant to the Charities Act 2009.
- D. CIB wishes to support and fund the provision of the Services and the Company wishes to receive such support and funding for the provision of the Services.
- E. This Agreement is entered into to provide for the Funding (as defined) to the Company to facilitate the performance of the Services as specified in Schedule 1 (Service Delivery Specification) in the Area (as defined) on the terms and conditions specified herein.

THE PARTIES AGREE as follows:-

1. DEFINITIONS AND INTERPRETATION

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| “ Strategy” | means the 3 year strategic plan for the Company as more particularly described in clause 4.5 below. |
| “NAS Activity” | means the activity undertaken by the Company and funded by CIB in order to meet the purposes outlined in Schedule 1. |
| “Ireland” | means the State of Ireland |
| “Operational Review Meeting” | means the review as more particularly described in clauses 13.4 to 13.6 |

"Client(s)"	means any individual to whom the Company provides a Service in the Area in accordance with this Agreement.
"Codes of Practice"	means the codes of practice for the provision of the Services as amended, revised, modified or replaced from time to time, and any other guidance, circulars, policies, directions, protocols, standards, and any document of a similar nature, such as the NAS code of conduct.
"Directors"	means the directors of the Company from time to time.
"Financial Controls"	means the mandatory set of "Financial Controls and Reporting Requirements for funded Services in Receipt of a CIB Operational Grant" set out in Schedule 2 hereto as amended, revised, modified or replaced from time to time.
"Funding"	means the monies which CIB may from time to time agree to provide to the Company under Clause 6 of this Agreement for application towards the costs of provision of the Services subject to and in accordance with the terms of this Agreement (and any reference to the "Funding" may, where applicable, be a reference to any instalment thereof) and the term "Fund" shall be construed accordingly.
"ICT"	means all Information & Communications Technology including personal computers, laptops, phones, networks, software, printers, corporate applications, email, internet and other technologies provided or procured by CIB for use by the company.
"Advocacy Executive"	means the CIB representative as described in Schedule 3.
"Loss"	includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine.
"Minister"	means the Minister for Employment Affairs and Social Protection or any other Minister within whose remit the oversight CIB may rest from time to time.
"Personnel"	means, in relation to a party, that party's servants, officers, employees, agents, contractors or volunteers.
"National Manager"	means the senior Company staff member responsible for managing the Company;
"Senior Manager"	means an employee of the CIB working at Principal Officer grade as described in Schedule 3.
"Services"	means the services set out in Schedule 1 (Service Delivery Specification) including services which are incidental or ancillary to such services;
"Strategic Plan"	means the strategy plan for the Company as described in clause 4.4 below.

1.1 In this Agreement, unless the contrary intention is stated, a reference to:

- (a) the singular shall include the plural and vice versa;
 - (b) either gender includes the other and the neuter, and vice versa;
 - (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (d) a person includes that person's legal personal representatives, successors and permitted assigns;
 - (e) time shall be construed by reference to whatever time may from time to time be in force in Ireland;
 - (f) any agreement, document or instrument is to be read as the same as amended, modified, supplemented or replaced from time to time;
 - (g) 'this Agreement' mean the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document;
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- (h) a clause or other provision is a reference to a clause or provision of this Agreement, and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears;
 - (i) 'including' means comprising, but not by way of limitation to any class, list or category;
 - (j) a law includes any provision of any constitution, statute, statutory instrument, order, by-law, directive, regulation or decision of any governmental entity and any judicial or administrative interpretation of any of the foregoing, in each case, as amended, revised, modified or replaced from time to time;
 - (k) any Irish legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court, governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than Ireland be deemed to include what most approximates in that jurisdiction to the Irish legal or accounting term concerned;
 - (l) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form;
 - (m) 'business day' shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in Ireland; and
 - (n) 'agreed form' means in the form previously agreed by or on behalf of the parties to this Agreement and signed for the purposes of identification by or on behalf of each of them.

2. DURATION OF AGREEMENT

- 2.1** This Agreement shall come into effect on the date first above written, and shall continue in full force and effect for an initial period of 3 years ("Initial Term") unless terminated sooner pursuant to Clause 18 below.
- 2.2** Following the Initial Term, the parties may agree to extend the term of this Agreement by such further period as may be agreed between them in writing. Without prejudice to the foregoing, CIB reserves the right to discontinue funding in case an extension of the term of this Agreement has not been negotiated by the expiry of the Initial Term.

3. PRINCIPLES OF THE AGREEMENT

- 3.1** The CIB hereby agrees to Fund the Company for the provision of the Services subject to the terms and conditions of this Agreement and the Company hereby accepts the Funding and undertakes to apply same exclusively to the provision of the Services as set out in Schedule 1.
- 3.2** As a condition to the provision of the funding and in accordance with the terms of this Agreement, the company shall in carrying out their obligations under this Agreement:
- (a) develop and deliver the Services to a high quality and standard and in compliance with the Financial Controls and NAS Codes of Practice. The Company shall be responsible for keeping itself apprised of development in relation to advocacy for people with disabilities and adhering to best practice through its own governance mechanisms and Code of Practice.
 - (b) seek to respond to the needs of clients and to improve accessibility to the Services;
 - (c) pursue a collaborative approach with CIB and with other voluntary, community and statutory service providers and agencies;
 - (d) implement and advance any change and modernisation of the Company, or services delivered under Schedule 1, as required by the CIB, in line with CIB and Government policy over the duration of this Agreement;
 - (e) demonstrate commitment to the principle of accountability, as set out in this Agreement, in relation to the management of public funds and public trust in terms of systems of controls, record keeping, value for money and monitoring and evaluation;
 - (f) respect and comply with the statutory role and regulatory and public accountability responsibilities of the CIB and at all times co-operate fully with the CIB, its staff and Board.

- 3.3** The parties acknowledge that this Agreement is without prejudice to the statutory powers, discretion and rights of CIB in respect of the delivery of the Services. CIB reserves the right to carry out strategic reviews of the provision of the Services from time to time. For the avoidance of doubt, CIB makes no commitment, provides no warranty, representation or guarantee to the Company as to the entry into, expectation of or continuity of provision of the Services or entry into any future arrangement with the CIB.
- 3.4** The Company shall notify CIB immediately in writing upon becoming unable to provide the Services so as to ensure that CIB will be in a position to reallocate the Funding for other purposes or to another voluntary body within the meaning of the Comhairle Act 2000. To the extent the Company's inability to provide the Services is caused by events or circumstances within the Company's or the Directors' reasonable control, the Company, shall immediately repay any Funding received from CIB in advance of the provision of the Services to the extent such Funding has not already been used for the provision of the Services.

4. THE COMPANY

- 4.1** The company shall in performance of the Services, exercise its powers in furtherance of its main object as identified in the Company's Constitution and comply with all applicable laws and regulations, and all decisions, notices, codes and recommendations of any relevant regulatory or government body.
- 4.2** The company shall register and remain registered with the Charities Regulator for the duration of the term of this Agreement and shall comply with the Code of Practice for Directors of a CIB Funded Company and as amended, revised, updated and replaced by CIB from time to time.
- 4.3** The company shall seek to gain feedback from clients on both the quality of services received and future service developments. This feedback will be shared with CIB on an anonymised basis
- 4.4** The company shall, within three months of the expiry of its Strategic Plan, submit to CIB for its approval a written strategic plan which shall set out the following;
- (a) the key objectives of the Company for the term of the strategic plan and/ or such other term as may be agreed between the parties in writing;
 - (b) the outputs expected from the Company's activities during such period;
 - (c) the performance indicators/measures to be used to assess achievement of the Company's objectives during such period; and
 - (d) the proposed use of resources in the implementation of the Strategy Statement.
- 4.5** The Company shall on an annual basis prepare and submit to CIB for its approval a written action plan (the "**Action Plan**") in a format agreed by CIB, based upon the Strategic Plan, which shall identify the various actions to be taken during the following twelve (12) month period to ensure full implementation of the Strategic Plan. The Action Plan shall be reviewed and updated by the Company on a regular basis during the course of each year to take account of any

material changes in the circumstances of the Company and any copy of any update shall be furnished to CIB.

- 4.6** The Company shall on an annual basis prepare and submit to CIB for its approval a written end of year report on the Action Plan (the "**End of Year Report**") as produced by CIB from time to time substantially in a format agreed by CIB, which shall report on the implementation of the Action Plan.
- 4.7** The Company acknowledges that CIB relies on the Company's knowledge, experience, expertise and competence in the provision of the Services, and on the accuracy of all statements, reports and returns made by the Company in connection with its obligations pursuant to this Agreement.
- 4.8** A nominated representative of CIB or an officer shall be entitled to attend meetings of the Board of the Company:
- (a) to satisfy CIB that this Agreement is being adhered to, and for this purpose, the nominated CIB Advocacy Executive shall be included in the circulation of all documents which are being sent to Directors.
 - (b) For the avoidance of doubt, the Advocacy Executive shall not be entitled to vote or to influence the Board except to offer support and guidance as described above.

5. THE CITIZENS INFORMATION BOARD NON-FINANCIAL SUPPORT

- 5.1** Citizens Information Board agrees (in each case to the extent determined by CIB at its sole discretion from time to time) to provide guidance and non-financial support to the Company in carrying out activities provided for under this agreement, for the duration of this Agreement across a range of areas, including the following forms of non-financial support:
- (a) working with the Company with a view to implementation of best corporate governance practices;
 - (b) reviewing, approving and/or commenting on the preparation and implementation of the Strategy Statement and Action Plan;
 - (c) providing Human Resource support to the Company in the form of an independent HR advice line for the National Manager and nominated Director(s) of the Company and providing standardised job descriptions, adverts and contracts of employment and supporting the selection and recruitment of the National Manager and other positions, on request;
 - (d) facilitating access for the Company to the Office of Government Procurement centralised procurement services for the supply of a variety of goods, works and services including advertising, printing, office provisions, telephone, fuel and energy;

- (e) procuring a centralised group insurance scheme for funded services in accordance with the schedule(s) attached (Schedule 11) and circulated annually to services notwithstanding the Company's own obligation to ensure that the Company has at all times adequate insurance cover and indemnifies the CIB in accordance with clause 11 of this Agreement;
- (f) providing and maintaining an e-learning platform accessible to all staff;
- (g) providing all ICT which shall remain in the ownership of CIB and be utilised in line with ICT Acceptable Usage Policy attached in Schedule 7 (and as amended, revised, modified or replaced from time to time by CIB). CIB will also provide an ICT support helpdesk to support the Company and staff with any ICT related issues;
- (h) promoting services and projects via online, social and traditional media.

6. CITIZENS INFORMATION BOARD FUNDING

- 6.1** Subject to CIB's statutory responsibilities and obligations with respect to the provision of the Services generally and to CIB's responsibilities in relation to public funds, and having regard to the level of funding made available to CIB by the Exchequer, the CIB will in its sole discretion decide the Funding to be made available annually to the Company in respect of the provision of the Services and subject to the Company complying with the terms of this Agreement.
- 6.2** The Company shall at all times during the course of the Agreement hold a Companies' Registration Office (CRO) number, a valid tax clearance certificate, a registered charity number from the Charities Regulator and a CHY reference number re charitable tax exemption granted by Revenue. Unless otherwise determined by CIB, all payments under this Agreement shall be conditional on the Board having evidence that a valid tax clearance certificate and a registered charity number and CHY reference number is in force at the time payment is due.
- 6.3** All Funding payments under this Agreement shall be conditional on the CIB having evidence of compliance with the obligations under Clause 3.2 above at the time payment is due.
- 6.4** Any funding to be paid by CIB to the Company solely for the purpose of capital expenditure shall be managed under a separate process that is the CIB's Premises Programme. The Company shall not proceed with any capital expenditure or project involving capital expenditure that will or may require assistance (of a revenue nature or otherwise) to be provided, at any time, by the CIB without the express prior written consent of the CIB.
- 6.5** In exceptional circumstances, CIB may agree in writing, in accordance with such terms and conditions as CIB may stipulate, to make additional funding available to the Company for such purposes as may be agreed between CIB and the Company.
- 6.6** The Company shall ensure that all works, goods and services sourced or provided in relation to this Agreement are in compliance with the fundamental principles of procurement namely transparency, equality of treatment, non-discrimination, value for money and proportionality and shall generally adopt best practices in terms of procurement including where applicable Public

Procurement Law and as outlined in the Financial Controls (Schedule 2 and as amended by CIB from time to time).

- 6.7 In relation to the delivery of advocacy services for people with disabilities, as defined in Schedule 1, the Company shall not take over, purchase, lease, exchange, hire or otherwise acquire any real, leasehold private or commercial property without the prior written approval of CIB or sell or dispose of the undertaking or property of the Company or any part thereof or lease, mortgage, exchange develop, enfranchise, turn to account or otherwise deal with all or any of the property.
- 6.8 All assets of the Company purchased from funding made available by CIB ("**CIB Funds**") for the delivery of services outlined in Schedule 1 shall be maintained in good order, repair and condition. No assets of the Company purchased from CIB's Funds shall be hired out, pledged, mortgaged or charged for financial gain. Where the Company ceases to operate, the Company shall agree with the CIB in advance all matters related to the disposal of all of its assets whether funded by CIB or by other public monies. Where such agreement cannot be reached, the assets in question shall revert to and vest in CIB.
- 6.9 The Company shall comply with the Principles for Grantees (clarity, governance, value for money and fairness) and the disclosure and reporting requirements of the DPER Grants Circular 13/2014: *Management of & Accountability for Grants from Exchequer Funds* as amended or superseded and CIB shall be entitled to claw back or offset against future allocation any monies which have been unspent in a period.
- 6.10 CIB, in accordance with its own internal control processes, has the right at all times on reasonable notice to inspect directly or through a CIB appointed auditor the books and accounts of the Company as well as areas of corporate governance, human resources and the systems of internal controls and risk management in place to ensure compliance with the terms of this Agreement.

7. THE COMPANY PERSONNEL

- 7.1 The Company shall ensure that the Company is managed and staffed appropriately in order to satisfy the objectives of the Company as set out in its Constitution and in accordance with the terms of this Agreement to the extent that the employment of any staff member of the Company is dependent on the availability of the Funding. For the avoidance of doubt, the Company shall be solely responsible for any and all Personnel and all costs arising from the employment of the Company's Personnel. The Company hereby acknowledges that the Personnel of the Company are not, nor shall they ever be deemed to be employees of CIB for any purpose or in any circumstances and the Company is solely responsible for discharging all obligations relating to the employment of the Company's Personnel.
- 7.2 The Company shall obtain CIB's prior written consent in relation to:
- (a) the number of individuals to be employed by the Company for the purpose of provision of the Services outlined in Schedule 1;

- (b) the salary grades of personnel and the numbers of personnel in each grade; and
- (c) the recruitment process, job description, location and contracts of employment of such personnel-

7.3 The Company agrees the terms and conditions by which Personnel are to be employed as set out in the *NAS Employer Handbook / NAS Staff Handbook / Management and HR Practice* documents attached in Schedule 5 and 15 and by agreement with CIB and shall follow such guidelines as amended from time to time.

7.4 The Company may not pay or subsidise salaries, expenses or other perquisites (including but not limited to, bonus payments and benefits in kind) which exceed those agreed by CIB and contained in the Financial Controls.

7.5 To ensure there is an effective monitoring process in place to maintain the funded Personnel (employment numbers, pay costs and contractual commitments) within the agreed levels for the delivery of the Services, the Company shall submit an Bi-annual Staffing Return by the 31st of January and 31st July each year (Schedule 6) which sets out the numbers employed by the Company and for each employee; name, position, salary grade & increment point, hours of work, gross salary, Employer's PRSI, Employer's Pension contribution, contract type: permanent/ temporary, start and end dates.

7.6 The Company agrees it shall employ, contract, engage, or accept, as part of the provision of the Services, only such persons who:

- (a) Possess the appropriate qualifications, experience and skills to perform the duties required of them;
- (b) Receive appropriate orientation and induction and proper and sufficient training and instruction in the execution of their duties;
- (c) Receive full and detailed appraisal and support in terms of performance and ongoing education and training in accordance with the performance management and development system in place; and
- (d) Comply with the Codes of Practice and any Quality Standards applicable to the delivery of the Services.

7.7 The Company agrees that at all times during the term of this Agreement an employee shall be assigned exclusively to the role of National Manager for the Company and whose role shall include acting as a liaison between CIB and the Company and participating in meetings with the CIB and responding to requests for information on the affairs of the Company.

8. ICT

8.1 Subject to the availability of resources, CIB will provide an ICT infrastructure (hardware, software, telephony, print management and helpdesk services) which supports service delivery and service management.

- 8.2 The Company and its Personnel agree to comply with the ICT Acceptable Usage policy as attached (Schedule 7) and amended by CIB from time to time.
- 8.3 The Company and its Personnel agree to use the *NAS Advocacy System* as the primary ICT system for recording of all Client data and support and co-operate with the ongoing development of the system in line with the NAS and CIB strategic plans. (Schedule 13).
- 8.4 In recognition of CIB's obligations in relation to ICT expenditure under relevant circulars issued by, inter alia, the Department of Finance and/or Department of Public Expenditure and Reform, the Company, insofar as it relates to services funded by CIB, shall not enter procurement of ICT hardware, software, systems or related ICT consultancy services unless and until the proposed expenditure has been approved by CIB in writing.
- 8.5 CIB reserves the right to audit all ICT case management systems for data integrity.

9. INFORMATION REQUIREMENTS, FREEDOM OF INFORMATION AND DATA PROTECTION

- 9.1 The Company agrees that it will comply with any written request from the CIB for any information that the CIB considers material to the terms of this Agreement and in line with CIB's statutory right in accordance with Section 1(C) and 1 (D) of the Citizens Information Act 2007. All such requests will have due regard to Data Protection. The Company will supply information arising from such requests to the CIB without limitation; information required by reason of, or relating to or arising out of:
- (a) Parliamentary Questions;
 - (b) Freedom of Information Requests;
 - (c) Response to correspondence/complaints from Clients, including dealing with complaints, or the compilation of statistical data in relation to the Services or Clients; or
 - (d) Any other reasonable request in line with CIB's statutory functions and powers.
- 9.2 The Company acknowledges that the CIB is subject to the Freedom of Information Act 2014. The Company shall co-operate fully with the CIB in relation to any Freedom of Information requests being dealt with by the CIB and will produce any requested materials promptly to the CIB for consideration and if appropriate, disclosure. CIB shall have no liability for any disclosure made by it in accordance with the requirements of the Freedom of Information Act and this clause 9.2.
- 9.3 The CIB acknowledges the value of information sharing and exchange amongst different providers of the same or similar services. The Company agrees to provide relevant information relating to the Services to other CIB funded services.
- 9.4 Both CIB and the Company shall comply with their statutory obligations under the Data Protection Acts. In this regard, insofar as the Company obtains and processes personal data

relating to Clients or any other persons in the course of the provision of the Services, it shall comply with its obligations as a “data controller” under the Data Protection Acts and with all the rules and policies governing the obtaining, retention, use, disclosure, security and deletion of information as may be set out in the Codes of Practice from time to time.

- 9.5** As CIB provides the ICT and Client Management Systems for the Company the CIB is deemed to be a “Data Processor” under the Data Protection Acts, the Company therefore agrees to enter into a Data Processing Agreement with CIB in substantially such form as contained in Schedule 8 and incorporated into this agreement by reference here and as amended by CIB from time to time in line with legislation or regulation changes.
- 9.6** Without prejudice to the generality of the provision of clause 9.4, the Company shall ensure that it has obtained all consents, authorisations and permissions which are required by law to enable the Company to access and disclose any personal data which is sought by CIB for specified purposes (Personnel information, ICT systems and data integrity audits, monitoring, review and evaluation, social policy and research, case studies, investigating client complaints) and to that end must only use the prescribed client authorisation forms (schedule 9) any amendments to which must not be implemented without the prior consent of CIB.
- 9.7** Each party will ensure that any information acquired in or in connection with the performance of its obligations under this Agreement concerning the other or the other’s business, affairs, staff or procedures or relating to the provisions of this Agreement and any negotiations or disputes between the parties to this Agreement will be treated as confidential and will not be disclosed to any person, other than a person expressly authorised by either party in writing.
- 9.8** Either party may disclose information which would otherwise be confidential notwithstanding anything contained in Clause 9.7:
- (a) If and to the extent required by law or for the purpose of any judicial inquiry or court proceedings;
 - (b) If and to the extent of reasons outlined in clause 9.1;
 - (c) If and to the extent required by any regulatory or governmental authority in Ireland to which that party is subject;
 - (d) If and to the extent necessary or desirable for the conduct of any mediation pursuant to clause 16, Dispute Resolution;
 - (e) To its professional advisers, auditors, bankers and insurers on a strictly confidential basis;
 - (f) If and to the extent the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed; or
 - (g) If necessary for the CIB to fulfil its statutory object and functions pursuant to the Acts.

9.9 The provisions of this clause 9 shall continue to apply notwithstanding the termination of this Agreement for any reason.

10. INTELLECTUAL PROPERTY RIGHTS, BRANDING & MARKETING

10.1 The Company agrees that all intellectual property rights (including but not limited to copyright, patents, trademarks, service marks, designs and all other registrable and un-registrable intellectual property rights and any applications for registration of such) arising in relation to the provision of the Services pursuant to this Agreement (outlined in Schedule 1) shall automatically vest in CIB. To the extent necessary to vest title in CIB, the Company hereby fully assigns, as a present and future assignment, and conveys to CIB all such intellectual property rights free from all encumbrances and waives all moral rights in relation to such.

10.2 The Company shall, at CIB's request, participate and cooperate with CIB in any marketing or branding strategies or programmes carried out by CIB.

10.3 In undertaking any public relations or marketing activity, the Company shall at all time adhere to the PR Guidelines for Funded Services provided in Schedule 14.

10.4 The Company shall ensure that CIB's name, logo, insignia (as such logo or insignia may be varied from time to time by CIB) and/ or any other identity elements are used at the Company's premises, on its letterheads, stationery and website or otherwise on any material, advertising, marketing, promotion or product owned or controlled by the Company only in accordance with the Identity Elements and Usage Guidelines as attached at Schedule 12 and as amended or replaced by CIB from time to time and only used for the purposes of delivery of services outlined in Schedule 1. Any other use requires CIB's prior written consent.

10.5 The Company shall give full and appropriate recognition to CIB's support of the Company in all announcements, advertising or promotional and other material relating to the activities of the Company.

11. QUALITY STANDARDS, CODES OF PRACTICE & COMPLAINTS

11.1 The Company shall deliver the Services to a high quality and standard as set out in National Advocacy Service for People with Disabilities Code of Practice. The Company will put mechanisms in place to assess quality and standards in the delivery of Services throughout the organisation, in line with best practice.

11.2 The Company will ensure that the Code of Practice document will be maintained and available to all NAS staff on the internal intranet "Infonet". It is up to the Company to ensure all staff are trained on and apprised of the most up to date version of the Code of Practice.

11.3 The Company will conduct Client surveys or use qualitative methods for obtaining Client input in the delivery of the Services with a particular emphasis on capturing client outcomes.

11.4 The Company will maintain a complaints policy and procedure in line with the principles of the CIB's Customer Charter and Complaints Procedure as available on the CIB's website.

- 11.5** The Company agrees to adhere to the Customer Charter and Complaints Procedure and to co-operate fully with the CIB's complaints officer when investigating a complaint made against the Company and in implementing any recommendations on foot of an investigation.

12. SOCIAL POLICY AND RESEARCH

- 12.1** CIB is committed to its function of supporting the effectiveness of current social policy and social services and to highlight issues of concern to users of those services. To this end the Company will support CIB in data collection, the gathering of social policy information and evidence and in any research initiated by CIB in line with Schedule 4.
- 12.2** The CIB should be notified of any research being commissioned directly by the Company or of any involvement by the Company in third party research or data sharing with third parties.
- 12.3** Where a Company commits its own CIB funded resources to research or social policy reports it should seek approval in writing from CIB in advance and work with CIB's Social Policy and Research team to ensure best practice in research methodology and report writing. Additional resources may be allocated to the Company for social policy and research, at the discretion of CIB.

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- 12.4** CIB funding and support should be acknowledged in all reports published online or in print.

13. MONITORING, REVIEW, AND EVALUATION

- 13.1** The CIB shall monitor the standard of performance of the Company in accordance with generally accepted best practice, the NAS Code of Conduct and by the key performance indicators as outlined in the Strategy Statement and Action Plan as well as identified within the Operational Performance Report (Schedule 10). The performance monitoring will relate to the quality of services that are provided by the Company as well as its governance, financial and HR functions
- 13.2** The CIB shall be entitled to inspect and review the performance and provision of the Services by the Company and may on reasonable notice arrange an independent party to audit and review same throughout the term of the Agreement or on Termination. This may include services delivered to clients as well as HR, finance and governance functions.
- 13.3** Any person duly authorised by the CIB ("Authorised Person" see Schedule 3) for the purposes of either an evaluation or review under Clause 13.2 may visit any of the Company's premises on reasonable written notice to carry out an audit or review of the provision of the Services and/or may request the provision of documentation or review data maintained on ICT systems. Such audits, reviews and requests for documentation shall include, inter alia, the inspection, monitoring, review and assessment of the Company's premises, facilities, records, equipment, procedures and records (including, without limitation, Company Personnel records and information and records on Clients). The Authorised Person may also meet with or contact by telephone the Company's Clients and Personnel and seek their view of the Services and may with the permission of the Client observe and review the interaction between the Company Personnel and the Client in the provision of the Services.

- 13.4** The Company shall cooperate with CIB in a quarterly monitoring and review process called the "Operational Review Meeting" to support and monitor the implementation, review and evaluation of this Agreement.
- 13.5** The parties to the Operational Review Meeting shall be the CIB (represented by the CIB Advocacy Manager and Advocacy Executive, see Schedule 3) and the Company (which will be represented by the National Manager). The last Operational Review Meeting of the year shall take the form of an Annual Review, as such it is expected that the Chair of the Board will also be in attendance.
- 13.6** The provisions of this Agreement including the Schedules and the performance of the Services, including quality of service provision, governance, finance and HR shall be reviewed at each Operational Review Meeting and shall follow the Operational Review Meeting Terms of Reference and template as produced and amended by CIB from time to time and circulated to the Company in advance of the meetings. The Company will submit a completed 'Operational Performance Report' using the CIB template (Schedule 10) provided at least a week in advance of the meeting.

14. AUDIT, ACCOUNTING AND REPORTING

- 14.1** The Company shall maintain proper, regular and up-to-date financial and accounting records in relation to the Company's business and affairs. Such books and records shall be kept by the Company in a safe place during the term of this Agreement and for a minimum period of 7 years thereafter.
- 14.2** The Company shall provide to Citizens Information Board:
- (a) an audited and certified balance sheet and revenue and expenditure account for the Company in respect of each financial year during the term of this Agreement within six months of the end of the financial year to which such accounts relate together with the relevant directors' and auditors' reports thereon;
 - (b) such other information relating to the activities of the Company as specified in the Financial Controls (Schedule 2) and as amended by CIB from time to time or may be requested pursuant to clause 9.1 of this Agreement.
- 14.3** Any person(s) designated by CIB shall be entitled at any time to enter into any premises of the Company at CIB's expense within normal business hours to examine the books, records, accounts, memoranda, correspondence files, receipts and other documents and data of the Company and shall be supplied with all information (including copies or extracts therefrom) and explanations relating to the business affairs and financial position of the Company as it may reasonably require.
- 14.4** Without prejudice to the foregoing, the Company will provide CIB forthwith with such information relating to the operation of the Company and the income and expenditure of the Company during the term of this Agreement as may be requested by CIB from time to time and as set out in the Financial Controls.

14.5 Without limiting the generality of clause 14.4 the Company agrees that CIB have the right at any time to cause an audit to be made by a firm of professional accountants of CIB's choice of all books, records and other data and material in the possession or under the control of the Company and relating to the Company.

14.6 The Company is in receipt of in excess of 50% of its income from public funds and therefore must make available, for inspection, its books and accounts to the Comptroller and Auditor General.

15. INSURANCE

15.1 The Company undertakes to effect and maintain at all times during the currency of this Agreement and for a period of 12 months following its termination (at its own expense) such insurance policies in such indemnity amounts and subject to such elements of self-insurance as would be effected and maintained by a prudent service provider in the position of the Company. All insurances required to be effected by the Company shall be effected through or with (as applicable) insurance brokers and insurers of recognised standing. The Citizens Information Board shall be noted as an indemnified party on all policies maintained by the Company pursuant to this clause 15.

15.2 The Company shall retain and, when required in writing by CIB to do so, produce for inspection copies of all insurance policies maintained by it in respect of the Company and up-to-date receipts in respect of all premiums paid in relation to such policies.

15.3 Where CIB procures, through a collective or group procurement arrangement, an insurance policy offering at least the same level of cover for those same risks as those for which the Company may already have policies in place, the Company shall make arrangements to replace its existing insurance policies with those procured by CIB on expiry of its current policies' term. Copies of the Group Insurance Policies in place as at the date of signing of this Agreement are provided in Schedule 11 hereto. CIB retains the right at its sole discretion to replace or amend Schedule 11 from time to time and to communicate any changes to the Company. The Company shall at all times during the term of this Agreement comply with the terms of the Group Insurance Policies for services outlined in Schedule 1.

15.4 The Company shall notify CIB in writing at the earliest possible opportunity, of any claim which it is making or expects or intends to make on any policy maintained by it pursuant to this clause 15, and shall keep CIB informed, in writing, as to the progress of any such claim. Without limitation, the Company shall, if so requested in writing by CIB, provide CIB with copies of documents which are relevant to any such claim.

15.5 The obtaining and maintaining by the Company of any of the insurances required under this clause 15 shall not in any way reduce, limit or diminish the Company's responsibilities and/or liabilities arising under or pursuant to the provisions of this Agreement.

15.6 The provisions of this clause 15 shall survive the termination and expiry of this Agreement.

16. DISPUTE RESOLUTION

- 16.1** Both parties to this Agreement commit to resolving any difficulties arising from its implementation by those most directly involved with the issue of difficulty. It is expected that any disputes in relation to this Agreement shall be resolved through direct discussion, in the first instance between the Advocacy Executive and Advocacy Manager representing the CIB, and the National Manager and Corporate Services Manager. Such discussions may take place at the Operational Review Meetings or earlier if such a meeting has not been scheduled.
- 16.2** In instances of a difficulty which remains unresolved or is protracted or is of critical significance, personnel from both parties will refer issues to a CIB Senior Manager and the Chairperson of the Board.
- 16.3** The CIB Senior Manager will meet with the National Manager and, if appropriate, the Chairperson of the Company's Board to discuss resolution of the issue.
- 16.4** In the event that the issue cannot be resolved fully by written agreement within one calendar month at this level, the matter will be referred to the Chief Executive of CIB.
- 16.5** Where after the process at point 16.5 the matter remains unsolved, either party may refer the matter to external mediation. The mediator shall be nominated by agreement in writing within 14 days of the decision to refer for mediation. Each party agrees to provide documentary evidence of the issue to the appointed mediator for review.
- (a) The Mediation shall be non-binding unless approved in writing by both the Board of CIB and the Board of the Company,
 - (b) Unless otherwise agreed, mediation shall commence not later than 21 days after the appointment of the mediator.
- 16.6** A dispute arising out of or in connection with this Agreement shall not prevent or delay in any way performance of its obligations under this Agreement by the Company in accordance with the terms of this Agreement, unless otherwise agreed between the parties, and should a dispute occur, the Company must ensure that the Services to the Clients will not be affected.
- 16.7** The CIB may refuse to proceed with the dispute resolution process set out from 16.3 onwards if the CIB, acting reasonably, deems the matter to be frivolous, vexatious or an abuse of process and CIB shall notify the Company in writing accordingly.
- 16.8** The provision of this clause 16 shall be without prejudice to any other rights of the parties pursuant to this Agreement, including any rights to which the dispute being dealt with by either party under clause 16 relates.
- 16.9** The provisions of this clause 16 shall be without prejudice to CIB's right to terminate this Agreement pursuant to clause 18.

17. PERFORMANCE ISSUES

17.1 First Performance Notice

- (a) Without prejudice to any other rights the CIB may have under this Agreement, if, as a result of information received, or audit/inspection undertaken or following an Operational Review Meeting or otherwise, the CIB is of the opinion that there may be a potential non-compliance with any of its obligations hereunder or herein provided for ("**Non-Compliance**"), the CIB may give notice in writing to the Company by issuing a First Performance Notice specifying:
- i. the reasons why the CIB has a reasonable concern that the Company is in potential Non-Compliance;
 - ii. the respect(s) in which the CIB considers the Company is in potential Non-Compliance;
 - iii. the decision-making process which the CIB will follow in determining whether there is Non-Compliance;
 - iv. such steps as the CIB may deem necessary for the Company to take to address the potential Non-Compliance to the satisfaction of the CIB and the time frame for such remedy; and
 - v. any steps which the CIB may take or may require the Company to take, whether under Clause 17.3 or otherwise, and the period or other relevant details in respect of same.
- (b) The Company will have 14 days (or such other shorter or longer period as the CIB may specify) from the date of the First Notification Letter, to make written representations to the CIB in respect thereof and/or to address the matters specified in the First Performance Notice.
- (c) The CIB shall consider the representations received from the Company and may (in its absolute discretion) meet with the Company to discuss the matter.
- (d) Following expiry of the period provided for in clause 17.1(b) and having considered the Company's representations (if any), the CIB shall make a determination as follows:
- i. if the CIB determines that the Company is not in Non-Compliance it shall so inform the Company in writing;
 - ii. if the CIB determines that there has been a Non-Compliance but this has been addressed to the CIB's satisfaction then the CIB shall so inform the Company in writing; or
 - iii. if the CIB determines that the Company is in Non-Compliance and that Non-Compliance has not been addressed to the CIB's satisfaction, it may issue a Second Performance Notice, in the terms set out in Clause 17.2 below.

17.2 Second Performance Notice

The Second Performance Notice shall specify:

- (a) the determination of the CIB;
- (b) the reasons for the CIB's determination;
- (c) the steps the CIB requires the Company to take (which may include, without limitation, the Company preparing and implementing a plan of action) to address the failure to comply with the First Performance Notice or the Non-Compliance to the satisfaction of the CIB and the period within which they should be taken; and
- (d) the steps which the CIB is to take or requires the Company to take whether under clause 17.3 or otherwise and the period or other relevant details in respect of same, as appropriate (both the required steps and the time period shall be reasonable in the circumstances).

17.3 Possible Actions where Company has not addressed a Non-Compliance

Where a Company has failed to address a Non-Compliance to the satisfaction of the CIB, whether as identified in a First Performance Notice or Second Performance Notice, the CIB may do one or more of the following:

- (a) where the CIB reasonably believes that the provision of training may assist the Company in addressing the Non-Compliance or maintaining compliance, the CIB may require the Company to ensure that appropriate training is provided to the Board of the Company and/or Company Personnel, at the expense of the Company, as the CIB deems is required to address the Non-Compliance;
- (b) withhold a proportionate percentage of the Funding allocated to the Company in respect of the Non-Compliance until such time as the Company becomes compliant with this Agreement to the satisfaction of the CIB;
- (c) where, in the opinion of the CIB, the Company has failed to observe restrictions imposed on the payment of remuneration to Company Personnel, the CIB may:
 - i. require any amount up to the amount paid to Company Personnel which is in excess of the relevant pay scales to be paid to the CIB; or
 - ii. reduce the Funding provided to the Company by an amount up to the excess amount;
- (d) preclude any consideration of any request from the Company for the provision and funding of Additional Services until such time as the Company addresses the Non-Compliance to the satisfaction of the CIB;
- (e) preclude any consideration of any request from the Company for the provision of any capital funding until such time as the Company addresses the Non-Compliance to the satisfaction of the CIB;
- (f) preclude any consideration of any request from the Company for employment of any replacement or additional staff until such time as the Company addresses the Non-Compliance to the satisfaction of the CIB;

- (g) determine this Agreement in respect of such part of the Services to which the Non-Compliance relates and thereafter withhold the proportionate amount of the Funding relating to those Services; or
- (h) terminate this Agreement in line with clause 18 of this Agreement.

For the avoidance of doubt, the actions listed above are non-exhaustive and shall not limit in any way whatsoever the possible actions which the CIB may request a Company to take to address a Non-Compliance.

17.4 Notices

Any notices served under this clause 17 shall be authorised by the grade of CIB Senior Manager or CIB CEO.

18. TERMINATION OR EXPIRY

18.1 Citizens Information Board may terminate this Agreement upon written notice to the Company at any time in the event that:

- (a) the Company commits any serious Non-Compliance with this Agreement and fails to remedy such Non-Compliance (if capable of remedy) within thirty (30) days of receiving notice of same from Citizens Information Board or as specified under clause 17 of this Agreement;
- (b) the Company provides any information (including in relation to expenditure of the Funding) or report to Citizens Information Board which is incorrect or inaccurate to a material degree (as per the common legal use of the term) or fails to report to Citizens Information Board in accordance with clause 14;
- (c) a resolution is passed or a petition is presented (and not withdrawn or set aside within thirty (30) days) for the winding up of the Company other than for the purposes of restructuring or amalgamation while solvent on terms which have been previously approved in writing by Citizens Information Board;
- (d) the Company enters into any arrangement or composition for the benefit of its creditors;
- (e) an encumbrancer takes possession of or a distress, execution, sequestration or a process is levied on or issued against any of the property of the Company and not discharged within thirty (30) days;
- (f) a receiver or examiner is appointed (by Citizens Information Board or any other person) in respect of the whole or any part of the undertaking or assets of the Company;
- (g) any security given by any mortgage, charge or other security interest created by the Company becomes enforceable whether or not the mortgagee or chargee takes steps to enforce same;

- (h) the Company ceases or threatens to cease to trade or carry on its business or substantially the whole of its business;
- (i) the Company is unable to pay its debts as they fall due;
- (j) the Company sells, transfers, leases or otherwise disposes of (or purports or attempts to do any of the foregoing) the whole or any part of its undertakings, properties or assets by a single or a number of transactions (whether related or not and whether at the same time or over a period of time) without the prior written approval of Citizens Information Board;
- (k) the Company causes or is subject to any event, with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses 18.1(c) to 18.1(j) above.

18.2 In the event that Citizens Information Board terminates this Agreement, any entitlement of the Company to receive any outstanding portion of the Funding shall cease automatically and any such termination shall be without prejudice to the right of the Company to claim a complete or partial refund of the Funding or damages for breach of contract or any of its other rights.

19. ETHICS & CONFLICTS OF INTEREST

19.1 The Company shall ensure that neither it nor any of its Directors or Personnel shall accept any professional or other commitment or engagement during the term of the Agreement which conflicts or might reasonably be expected to conflict with the duties and obligations undertaken by the Company hereunder and/or the business or activities of Citizens Information Board (“**Conflict of Interest**”). The Company warrants that it has disclosed to CIB any such Conflict of Interest as may already be in existence on the date hereof. The Company undertakes that it shall notify CIB of any actual or potential Conflict of Interest arising during the Agreement and that it shall act in accordance with CIB’s reasonable instructions in respect of such actual or potential conflicts of interest.

19.2 The Company shall develop a code of conduct for Directors and Personnel and maintain best standards of business ethics to include taking all reasonable steps to prevent Directors, Personnel or agents of the Company from making, receiving, providing or offering gifts of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or for the purpose of influencing individuals, firms or bodies corporate to act contrary to both parties’ interests.

20. WARRANTIES CONFIRMATION AND INDEMNITY

The Company hereby warrants to and undertakes with Citizens Information Board that:

- (a) the Company will apply the Funding exclusively for the purposes of the Company to deliver the services outlined in Schedule 1 and in accordance with this Agreement;

- (b) the Company will not cease or materially reduce the activities of the Company without the written consent of Citizens Information Board;
- (c) the Company will comply with all applicable laws, by-laws, regulations, codes of practice and ethical guidelines in the running of the Company and the carrying out of the Company's duties and obligations hereunder;
- (d) neither the Company nor its employees, servants, agents or sub-contractors will pledge the credit of Citizens Information Board; and
- (e) the Company will indemnify Citizens Information Board from and against any and all liability, loss, costs, claims, expenses or damages resulting directly or indirectly from the Company's operations and/or any breach by the Company of any of the terms, agreements, conditions, warranties or obligations on the part of the Company herein contained.

The Company hereby confirms that it has considered all of the provisions of this agreement in detail and has been afforded the opportunity to consult with its legal advisers in respect of same and confirms that it considers the provisions hereof reasonable in all the circumstances.

21. MISCELLANEOUS

- 21.1** Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties and neither party shall hold itself out as the agent for or incur any liability on behalf or in the name of the other.
- 21.2** Each party to this Agreement will pay its own costs of and incidental to the negotiation and execution of this Agreement.
- 21.3** The provisions of this Agreement, and the rights and remedies of the parties under this Agreement, are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity. No exercise by a party of any one right or remedy under this Agreement, or at law or in equity, will (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.
- 21.4** Neither the rights nor the obligations of the Company under or arising out of this Agreement may be assigned, novated, transferred, or otherwise disposed of or subcontracted, in whole or in part, without the prior written consent of Citizens Information Board. CIB may on giving written notice to the Company assign or transfer all or any of Citizens Information Board's rights and obligations under this Agreement.
- 21.5** Termination of this Agreement howsoever caused will not affect any rights or obligations which have accrued prior to the date of termination.
- 21.6** The rights of a party will not be prejudiced or restricted by any indulgence or forbearance extended to the other party or other parties, and no waiver by a party in respect of any breach will operate as a waiver in respect of any subsequent breach. No failure or delay by a party in

exercising any right or remedy will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy prejudice its further exercise or the exercise of any other right or remedy.

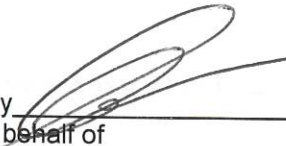
- 21.7** No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.
- 21.8** This Agreement will be binding and ensure for the benefit of Citizens Information Board and the Company and their respective successors and, in the case of Citizens Information Board, its permitted assigns.
- 21.9** This Agreement contains the entire agreement between the parties hereto and contains all terms which the parties have agreed with respect to its subject matter and this Agreement supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the parties.
- 21.10** If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of this Agreement.
- 21.11** The Company acknowledges that it has not been induced to enter into this Agreement by a statement or promise which this Agreement does not contain.
- 21.12** The Company shall from time to time execute such further assurances and do such things and afford to the CIB such assistance as may reasonably be required for the purpose of giving full effect to the terms of this Agreement.
- 21.13** This Agreement may be executed in more than one counterpart, each of which constitutes an original.
- 21.14** Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid post or e-mail addressed to the officers set out below or comparable means of communication to the address of that party specified in this Agreement or to that party's e-mail address thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or facsimile number not so notified. For the avoidance of doubt, the service of any notice of any claim, dispute, termination, breach or legal proceedings in connection with this Agreement shall not be made by e-mail or comparable means of communication. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by facsimile or e-mail upon transmission during normal business hours (otherwise on the next following Business Day), subject to the correct answerback code or facsimile number being received on the transmission report or in the case of e-mail provided the sender has not received notice of failed or delayed delivery.

CIB: Senior Manager with responsibility for NAS

NAS: Chairperson or National Manager

21.15 This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of Ireland. The parties hereby irrevocably submit to the jurisdiction of the Irish courts to determine any dispute arising hereunder or in connection with the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first herein written.

SIGNED by  Grainne Griffin
for and on behalf of _____
Citizens Information Board

in the presence of: M. C. U.

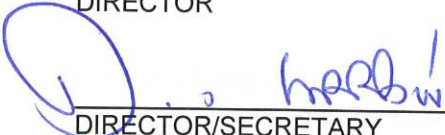
DATE: 5 December 2019.

PRESENT when the common seal of
NAS.....
was affixed hereto:

(affix seal here)



DIRECTOR



DIRECTOR/SECRETARY

DATE: _____

SCHEDULE 1

Description of Service to be provided

For the purpose of clarity, activity under the PAS project is excluded from this schedule. Data resulting from provision of PAS services cannot be included within any reporting on NAS activity.

1. The Company, in providing a representative advocacy service to people with disabilities commits to:

- Delivering independent advocacy services to particular people with disabilities as set out in the NAS Access and Eligibility Guidelines.
- Provide a National Phone Line for service users, staffed Mon – Fri 9am to 5pm
- Provide access to the service through online enquiry
- Provide Face to Face advocacy
- Deliver a consistent service across the Republic of Ireland
- To acknowledge initial contact within 2 working days
- To maintain a waiting list where clients cannot be accommodated by the service and to review the waiting list on a regular basis (at least monthly)
- Providing onward referral to CIS/MABS/Other State funded service where appropriate

NAS commits to the following principles:

- Focusing its services on those people with disabilities who are most vulnerable, are isolated from their community and services, have communication differences, are inappropriately accommodated and have limited informal or natural supports.
- Upholding citizens' rights to independent, accurate, free, confidential advocacy in order to protect their rights and access their entitlements to public and social services;
- Maintaining a person-centred approach by proactively anticipating changes in citizens needs and in the service environment to ensure its services are relevant and responsive;
- Delivering effective services for users in an efficient manner and at the best possible cost;
- Operating to the highest professional standards guided by the values of collaboration, transparency, mutual responsibility and respect and a dedication to achieve the best possible outcome for service users.

- Continuing to improve the quality, range and accessibility of services in a spirit of partnership and mutual support

2. Key Commitments

Responses to service user needs

In delivering the Services the Company will endeavour to ensure that Services meet the highest national standard.

The Company will participate in initiatives that are designed to improve the consistent, prompt access to Services and the quality of service provision to the public and will, in as far as is possible, co-operate with and use all mechanisms, processes or initiatives to facilitate same for the public.

Quality Assurance

The Company will continually work to improve the quality of service delivered to clients, adhering to best practice within the advocacy sector.

The Company will set out the level of service offer to customers. The Company will ensure that staff, delivering Services, implement the required standards. The Company will work to improve the level of service offer to the public in line with an agreed work plan.

The Company will use learning to improve performance over time in line with the organisational quality assurance programme and to ensure high satisfaction ratings from users of the Service.

The Company will notify CIB of any complaints regarding the service and provide full information as to both the complaint and the response provided.

Planning, Monitoring and Evaluation

The Company commits to achieving better outcomes for service users and to represent their interests using appropriate feedback data collection mechanisms and research. The Company will ensure that the needs of service users will be central to the design, delivery and review of services and activities.

Networking and Relationship building

The Company and CIB will build good working relationships with other organisations locally, regionally and nationally to improve efficiency and effectiveness, influence change and achieve better outcomes for service. The Company will ensure that it has a broad membership representative of stakeholder interests for the area of its operations.

The Company will provide CIB with a list of all committees, boards and forums that its staff contribute to, on at least an annual basis.

SCHEDULE 2

Financial Controls

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



2019 NAS Financial
Controls and Repor



Citizens Information Board
information · advice · advocacy

FINANCIAL CONTROLS

AND

REPORTING REQUIREMENTS

FOR

**NATIONAL ADVOCACY SERVICE FOR PEOPLE
WITH DISABILITIES**

IN RECEIPT OF A

CITIZENS INFORMATION BOARD

OPERATIONAL GRANT

**April
2019**

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Introduction

1. Introduction

- 1.1. The following Financial Controls and Reporting Requirements apply to the National Advocacy Service for People with Disabilities (NAS) in receipt of an operational grant from the Citizens Information Board (CIB). These procedures provide NAS with the agreed current best practice in financial management and compliance with company law.
- 1.2. The observance of proper financial control procedures is essential in the expenditure of public funds and in delivering value for money to the taxpayer. Accountability and transparency in their regard assists public confidence in the services provided.
- 1.3. The Financial Controls and Reporting Requirements are subject to on-going review and will be updated by CIB as required, taking into account any issues arising from interactions between CIB, Boards of Directors and NAS staff.

Notes: The Financial Controls and Reporting Requirements were compiled by the Citizens Information Board, and have been reviewed by the Office of the Comptroller and Auditor General and the internal auditors of the Citizens Information Board. Every effort has been made to ensure that the information contained in this document is accurate. However, it is not intended as a comprehensive, stand-alone system for the financial management of individual companies.

This document should be read in conjunction with the Service Agreement between NAS and CIB, Company Law Guidelines, the NAS Employer Handbook, the Code of Practice for Directors of a CIB Funded Company and the CIB Financial Links Manual.

Grantees are referred to Circular 13/2014 from the Department of Public Expenditure & Reform, "Management of and Accountability for Grants from Exchequer Funds" with particular emphasis to section 5 Grantee Responsibilities. This Circular must be adhered to at all times for any service in receipt of grant funding. (Appendix 18) The circular can be accessed on Infonet at the following link: <http://infonet/finance/index.aspx>

Financial Responsibilities

2. Company Responsibilities

- 2.1. NAS as a Company Limited by Guarantee is required to submit audited accounts to the Companies Registration Office, in a format and at a time set down by that office, in accordance with the Companies Act (see www.cro.ie) and the Department of Public Expenditure and Reform (DPER) Circular 13/2014 (Appendix 18).
- 2.2. A registered auditor must be appointed at the AGM for the annual audit of accounts. The letter of engagement must state the duties for which the company engages the auditor (see Appendix 1).
- 2.3. CIB requires that NAS must register with the Charities Regulator and secure Charitable Tax Exemption from the Revenue Commissioners. Charitable tax exemption exempts charities from Income Tax, Corporation Tax, Capital Gains Tax, DIRT, Capital Acquisitions Tax, Stamp Duty, Dividend Withholding Tax, and Local Property Tax (see www.revenue.ie). There are also favourable reductions on computer licences for charities and rates exemptions from local authorities.
- 2.4. NAS must report in its Financial Statements that the Citizens Information Board is the grant-making agency and that the sponsoring government department is the Department of Employment Affairs & Social Protection (DEASP). (DPER Circular 13/2014 refer to Appendix 18).
- 2.5. As NAS receives in excess of 50% of their funding from public funds, the Comptroller and Auditor General has the power to inspect through CIB the accounts of NAS.
- 2.6. CIB will also carry out audits from time to time as part of its own internal audit process.
- 2.7. While the focus of such audits is primarily financial, they also cover areas of corporate governance. The audits will seek to establish what systems and controls are in place and evaluate their adequacy and effectiveness.

3. Financial Responsibilities of the Board of Directors

- 3.1. The Board of Directors retains legal responsibility for running the company and is ultimately responsible for the administration of all funds received by NAS from CIB. Therefore, it is up to the Board of Directors to ensure that a comprehensive system of financial management is in place.
- 3.2. A Treasurer who has knowledge of financial controls must be appointed, to ensure that the system of accounting is working well and that regular checks on financial matters are taking place.

- 3.3. The Board of Directors is required to set out a budget based on their Work Plan and following confirmation of the operational grant for the year from CIB, draw up and approve a detailed Cash Budget Plan, Salaries Cash Budget Plan and Rental Budget Plan.
- 3.4. Monthly Financial Reports & Bank Reconciliation Statements of NAS, covering the period since the last Board Meeting, must be presented by the Treasurer at every meeting of the Board of Directors. The National Manager or Corporate Services Manager will assist the Treasurer in the preparation of these reports.
- 3.5. The Chairperson at each meeting must sign the Financial Reports and Bank Reconciliation Statements having reviewed the expenditure and compared it with the annual budget. Any variances must be explained in the Explanation of Variance section of the monthly return and all Virements¹ must be approved by the Board. See 11.2 also. The minutes of the Board meeting must record that this has happened. Any problems or issues with the accounts must also be recorded.
- 3.6. The Board of Directors must ensure that Bi-monthly Financial Returns are made to CIB in accordance with its reporting requirements. Board meetings should be scheduled to facilitate the timely sign-off of the returns. Please take note of the Financial Reporting Schedule - Appendix 17.
- 3.7. The Board of Directors must secure the prior authorisation of CIB in respect of the recruitment of all staff. This includes temporary cover and acting up arrangements. A local recruitment process must be undertaken, in the case of three months or less as per the Employer Handbook. All recruitment materials including advertisement, job description, contract, handbook, policies, procedures and incremental credit assessments must have prior authorisation from CIB. Existing job descriptions, contracts, handbooks and staff policies and procedures may not be altered or changed without authorisation from CIB. Contact your CIB Advocacy Executive with any queries related to this.
- 3.8. Any extension of current fixed-term/specified purpose contracts must have prior approval of CIB to ensure compliance with legislation.
- 3.9. The Board of Directors must provide CIB with a copy of any proposed contract of employment, or letter setting out variations to an existing contract, prior to its issue to a prospective or existing employee, regardless of the length or nature of the contract, i.e. temporary or permanent. A Temporary Staffing Variation (TSV1) form should also be completed, specifying whether or not additional funding is required from CIB. (This form can be obtained from the CIB Advocacy Executive). From approval date, the service has four months to start recruitment, if recruitment has not started by that date a new TSV has to be submitted for approval.

¹ Virement - An administrative transfer of funds from one part of a budget to another.

- 3.10. Where the Board wishes to appoint a new employee above point 1 on the relevant salary scale, a request for the application for incremental credit must be made to the HR Executive, Operations Team, CIB. Any decision to award incremental credit is made by CIB through an incremental credit process.
- 3.11. Salary costs, including increments where applicable, must be based on the CIB salary scales for each role. No alterations to these salary scales are permitted. The agreed salary scales are premised upon 35 hours per week (full-time) working and 17.5 hours per week (part-time) working (see Appendix 2). These hours are exclusive of meal breaks.
- 3.12. The Chairperson or a Board Member should review and approve the National Manager's timesheets on a monthly basis.
- 3.13. In compliance with the Pensions Acts 1990-2006, the Board of Directors must ensure that NAS remits to the pension scheme provider, within 21 days of the end of the month in which employee deductions and employer contributions are due, employee pension contributions deducted from salaries and employer contributions to employee pensions.
- 3.14. Where the Board of NAS is the registered Trustee of the occupational pension scheme it offers to its employees, CIB requires a letter from the Board to confirm that it is in full compliance with the requirements of Trustees under the Pensions Acts. This confirmation is required in writing every two years on the basis that the Pensions Board requires Trustees to undertake Trustee training every two years. If the Board is not the Trustee, the Board should ensure the nominated trustees send a letter to CIB confirming the above also.
- 3.15. In accordance with NAS Service Agreements, the Board of Directors will not take over, purchase, lease or sell any real estate property, without the prior consent of CIB.

4. The Role of the Treasurer

- 4.1 In line with best practice, the Treasurer should be a member of the Board of Directors who has particular responsibility for the financial affairs of NAS. Employees of NAS will assist the Treasurer in the financial work of NAS. The overall responsibility for compliance with the financial controls and reporting requirements rests with the entire Board of Directors.
- 4.2 The role of the Treasurer is to oversee and monitor the financial affairs of NAS, present financial reports to the Board of Directors and ensure that bank reconciliations and other internal checks are carried out on a regular basis, including periodic reviews of computerised records. Documented evidence must be maintained to show that these checks are carried out and signatures should be dated to evidence timelines of the reviews.

- 4.3 In the absence of a Finance & Audit Sub-Committee of the Board, the Treasurer will have particular responsibility for budgets, corporate governance and risk management. He/she will liaise with internal and external auditors and act on their recommendations.

5 Funding Arrangements

- 5.1 The payment of operational grants by CIB require that the Financial Controls and Reporting Requirements are followed, that NAS adhere to the terms of their Service Agreement with CIB and that Work Plan objectives are satisfactorily achieved.
- 5.2 Double Funding - It is a fundamental principle underpinning the rules for public expenditure and CIB grant-aid that no costs for the same activity can be funded twice from exchequer funds. Moreover, exchequer funds must not be used to meet costs funded simultaneously from some other (non-exchequer) funding source. NAS must not accept or receive funding from any other source without prior CIB approval.
- 5.3 NAS receive an operational grant annually from CIB and must account to CIB for the expenditure of this money. Any balance that remains unexpended at the end of the year has to be accounted for to CIB and may have to be surrendered. The spending of carried surplus from one year to the next must have CIB approval (CIB Advocacy Manager). Applications for expenditure of surplus funds must be made by submitting a business case to the CIB Advocacy Manager for approval. A Business case for this approval must be received by the end of Quarter 3 (Sept).
- 5.4 Funding is made available on a bi-monthly instalment basis until April 2019 with a payment due in January and April. This will change to a monthly instalment from May 2019 until December 2019. If a company experiences difficulties fulfilling its obligations under 5.1 above, interim monthly payment arrangements will be put in place for up to two months while the difficulties are being resolved, after which payments will be suspended.
- 5.5 When CIB receives confirmation of its funding from the Department, CIB will notify NAS of the exact figure of their operational grant for the year. The first instalment of the NAS operational grant will be paid by CIB in January.
- 5.6 A bi-monthly operational grant payment will be paid in April. The balance of the current year's funding will be paid in eight equal instalments in May, June, July, August, September, October, November and December subject to the receipt of signed copies of the bi-monthly Financial Returns (FRs) which have been reviewed and verified by the Board and signed by the Chairperson.
- 5.7 CIB provides for an Employer contribution to the NAS employee Occupational Pension of 7% of employees' salary, with employees contributing a minimum of 5% of salary.
- 5.8 CIB fund sick pay to services on the following basis:

Uncertified Sick Leave:

A maximum of seven (7) days uncertified sick leave is allowed in any rolling period of 12 months ^[1] (pro rata for part-time staff). A maximum of 2 days may be taken at any one time. If the number of day's uncertified leave exceeds the allowance, the excess days will be deemed unpaid leave. Uncertified sick leave may not be immediately preceded or followed by annual leave, special leave or a rest period ^[2]. If an employee is absent due to illness immediately preceding or following annual leave, special leave or a rest period, a medical certificate must be obtained for the day(s) sickness absence.

Certified Sick Leave:

Sick pay is not paid during the first 6 months service but previous service, so far as it has been continuous, may be allowed to reckon towards the qualifying period for the granting of paid sick leave. Qualifying service is exclusive of any period of leave without pay.

Normal salary will be paid during properly certified sick and uncertified sickness absence up to a maximum of 12 weeks in any rolling period of twelve months starting on the first day of illness.

5.9 CIB fund 26 weeks Maternity Leave cover.

Subject to having funding available and dependant on an assessment of service needs, an additional two-week handover period prior to maternity leave and one week handover period following maternity leave may be funded by CIB. Services may also apply for funding to cover annual leave and bank holidays taken in a block following maternity leave.

A template has been developed to assess the cost of maternity leave backfill which is available on Infonet, The following is the link for the Maternity Leave Template: [here](#). This link will bring you to Finance and Administration section, Policies and Procedures. You will then find the Maternity Leave Template.

6 Record Keeping

6.1 All documentation (invoices, receipts, etc.) related to all items of income and expenditure must be kept for a minimum of six years, after the end of the year to which they refer, in keeping with company law requirements.

6.2 It is recommended that Financial Statements and records in relation to Insurance, Property, Land or Real Estate be preserved indefinitely for historical and legacy reasons.

[1] A rolling year runs from a particular date, e.g. April 7th 2010, to the previous year, e.g. April 6th 2009. On receipt of a medical certificate, a check should be made on the amount of sick leave taken by the employee concerned, starting with the date on which the medical certificate begins and checking back 12 months to ascertain if the employee has exhausted the sick pay scheme in that rolling 12 month period. In the case of uncertified sick leave, on the date on which an employee informs the Line Manager that s/he is taking uncertified sick leave, a similar check should be made over the previous 12 months to ascertain if the employee has reached the maximum 7 days uncertified sick leave in the rolling 12 month period.

Tax records should be retained for eleven years as offences relating to the non-production of tax documents may be instituted within 10 years of the commission of an offence or of the incurring of a penalty. Payroll records should not be kept for more than seven years.

6.3 The following must be held on file:

- Budget Forms
- Financial Statements
- Quarterly Returns (including working papers)
- Financial Reports to the Board of Directors
- Bank Statements, Purchasing Card Statements & Credit Card Statements
- Bank Reconciliation Statements
- Assets Register
- Tax Returns
- Payroll (including personnel tax details)
- Legal documentation
- Leases & Contracts
- Insurance details
- Financial Policies (including travel and subsistence)
- Audits
- Decisions and correspondence related to financial matters
- Minutes of meetings of the Board of Directors
- Minutes of meetings of the Finance & Audit Subcommittee
- Register of Board of Directors' outside interests (to be updated annually).

6.4 All financial records should be held securely and electronic information should be backed up on a network drive with appropriate access to relevant staff using their own profile. In the interests of continuity, one person should not retain unique access. Back-up copies must be saved regularly, preferably on a daily basis and must be password protected. Where data is copied to a USB data key, the key should be encrypted.

7 Protocols regarding Financial Irregularities

7.1 In the event of a complaint of financial irregularity in NAS, a number of protocols must be followed in conjunction with CIB.

7.2 On the advice of their Internal Auditors, CIB will inform the NAS Chairperson that a concern has been raised and that it has been passed to CIB's Internal Auditors for immediate follow-up and investigation.

7.3 In line with the advice received from the Internal Auditors, CIB will agree with the NAS Chairperson who within NAS needs to be informed and when. Where possible, time will be allowed for routine preparation of the files for the Internal Auditors.

7.4 CIB will instruct their Internal Auditors to meet with the NAS Chair and/or other relevant personnel to carry out an investigation within NAS into the allegation and to prepare a report on their findings for CIB.

7.5 The report of the investigation by the Internal Auditor will be forwarded by CIB to the NAS Chairperson.

7.6 NAS will be required to comply with the recommendations of the Internal Auditor.

7.7 Compliance will be monitored by CIB.

8 On-site Inspections by CIB

8.1 CIB will carry out on-site visits to supplement its internal audit processes. These visits will be arranged with NAS and the scope of the review will be communicated in advance.

Reporting Requirements

9 Budget Preparation

- 9.1 A **Budget Proposal** (see Appendix 3A), detailing income and expenditure for the year (1st January to 31st December), has to be submitted to CIB by **Tuesday the 4th June 2019**. Salary Budget Projections for the forthcoming year, following the same format as the Salaries Cash Budget Plan, should also be submitted. Please also provide information on staff, if posts are currently filled or vacant, temporary or permanent, any expected leave which might impact on salary costs e.g. parental leave. Rental Budget Projections for the forthcoming year are also required.
- 9.2 A business case for premises projects for a value greater than €5,000 for the forthcoming year must be submitted to CIB as part of the Budget Proposal Process in June. A template for this business case can be obtained from the Premises Executive in CIB and must include project costings.
- 9.3 When the budget for the forthcoming year is submitted, the expected outturn on income and expenditure to the end of the current year should be included, with accompanying explanations on variances (see Appendix 3B).
- 9.4 The Budget Proposal for the forthcoming year should also include explanatory notes on variances from the existing budget and explanatory notes in relation to any new spending items (see Appendix 3C). A business plan making a case for additional funding may be required. Proposals to use carried forward surplus in the forthcoming year should be submitted to CIB.

10 The Reporting Cycle

- 10.1. The **Cash Budget Plan** and **Salary Cash Budget Plan**, including all employee sheets, should be submitted to CIB for the attention of CIB's Finance Executives by the **10th working day of February, which is Thursday the 14th February 2019** (see Appendix 4A, 4B, 5A & 5B). The Salary Cash Budget Plan will capture permanent staffing posts and fixed term temporary staffing posts. Permanent staffing posts should be calculated on the basis of the approved staff compliment for their approved hours of work. Temporary staffing posts should be calculated on the basis of approved fixed-term contracts. Details of funding for temporary posts should also be included.
- 10.2. A breakdown of rental costs by location should be submitted to CIB on the template provided, for the attention of CIB's Finance Executives by the **10th working day of February which is Thursday the 14th February 2019** (see Appendix 6)
- 10.3. The Cash Budget Plan includes all planned projects for the year outlining costs. Project spends greater than €10,000 and less than €25,000 requires consultation with the CIB Advocacy Manager in writing. Project spends greater than €25,000 requires the approval of the CIB Advocacy Manager as part of the budget planning process.

- 10.4. **Financial Returns (FRs)** are required by the **17th working day of the month following the end of the two month period**, i.e. by Thursday the 24th January (in respect of the previous year), Tuesday 26th March, Friday 24th May, Tuesday the 23rd July, Tuesday 24th September and Monday 25th November (see Appendix 7 & 8). Returns should only include actual cash payments to the end of the period. If a payment was made on 1st April it must not be included in the return as at 31st March.
- 10.5. The Financial Returns comprise four documents: **(i) the Monthly Financial Report** to the Board for the months of December, February, April, June, August and October, **(ii) the corresponding Bank Reconciliation Statement** for those months, (both must be signed by the Chair of the Board of Directors), and **(iii) a copy of the Bank Statement** for the end of the months of December, February, April, June, August and October and **(iv) the Income and Expenditure** for the months of December, February, April, June, August and October. The Excel copies should be e-mailed to CIB's Finance Executives in advance of the signed copies which can be submitted as pdf files. Operational grant payments will not be made until Excel and signed copies of returns have been submitted and are approved by the CIB Finance team. The signed hard copies should be retained on file so that they are available for audit inspection. The NAS National Manager or NAS Corporate Services Manager should take responsibility for sending in the returns on time.
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- 10.6. All prepayments (amounts paid in advance that relate to the coming year, e.g. rent) and accruals (amounts still due but unpaid at year end, e.g. Revenue) must be included on an **Accruals & Prepayment Listing** to accompany the **Financial Returns** in January (see Appendix 9). Companies who use credit cards should include an end of year credit card statement.
- 10.7. An end of year bank statement for all bank accounts held by the company must be submitted as part of the December Financial Returns. All accounts held by the service must be included in the Annual Audit accounts.
- 10.8. A set of **audited accounts** approved by the Board at their AGM should be submitted to CIB as a pdf no later than **Monday 1st July 2019**. These accounts should be signed by the directors and auditors and should state which directors are nominated as Chair and Treasurer. Please see relevant requirements in Part B of DPER Circular 13/2014 – Guidance Note. (See Appendix 18(a) & 18(b)). To view the complete Circular and Guidance Note, see Infonet [here](#).

11. Dealing with Variances

- 11.1 When the monthly accounts are presented to the Board of Directors, each budget line should be scrutinised and the expenditure compared to the approved budget for the year as detailed in the Cash Budget Plan. Differences between the actual expenditure for each period and the budgeted expenditure for that period are known as “Variances” from the budget. Please ensure that the Comments section on the Financial Returns is completed to explain any variances.

- 11.2 Expenditure on any budget line must not exceed the approved budget for the year. However, expenditure may be re-allocated between budget lines to allow additional expenditure on a particular line, but another budget line must be adjusted downward by the same amount to allow for this. This administrative transfer is called a “virement.” No change is made to the original budget figures as per The Cash Budget Plan. Instead, the Comments section in the Financial Return is used to record the virement, explaining the adjustment and how the money will be reallocated from one budget line to another.
- 11.3 Adjustments to the budget should be authorised by the Board of Directors. For example, if €10,000 has been budgeted for postage and it subsequently becomes clear that the expenditure on postage is likely to be close to €13,000 for the year, the Board should be asked to approve the additional expenditure on postage, and provided with information as to which other budget line(s) the additional €3,000 will be reassigned from.
- 11.4 In the event of an unbudgeted expenditure, this must be brought to the attention of the Board of Directors. The Board must then make a decision as to how this expenditure is to be met: (i) out of an existing budget line, where the relevant budget line is adjusted downward, (ii) if required, alternative funding can be sought, or (iii) the expenditure can be deferred until the next financial year and budgeted for.
- 11.5 Where additional financial resources are required over and above the grant allocation, a request for additional funding should be made to CIB.

12 Deadlines

- 12.1 Failure to comply with company reporting requirements have consequences for the company concerned. Failure to file an annual return on time to the Company Registration Office could result in a late filing penalty, prosecution of the company and/or its directors, and even the dissolution of the company.
- 12.2 Failure to meet deadlines for returns to CIB will result in the late payment of operational grants and could result in grant payments being suspended. Any difficulty in meeting the return deadlines should be notified to CIB and CIB’s Finance Executives will work with the companies concerned to support them to meet their obligations.

13 Secondment Arrangements Accounting Procedures

- 13.1 See Appendix 19 for Secondment Arrangements Accounting Procedures.

Financial Requirements

14. Contracts, Procurements and Tendering

- 14.1 Purchasing and procurement of goods and services by bodies funded from the public purse is subject to policies and procedures which are designed to ensure value for money and accountability. NAS is responsible for complying with Public Procurement Guidelines. The following guidelines apply in regard to the purchases of goods and services. NAS is responsible for keeping itself appraised of, and adhering to at all times, the latest documents in the Procurement Pack with templates available on Infonet.
- 14.2 The NAS Manager or NAS Corporate Services Manager has overall responsibility for purchasing and procurement within each company. Purchasing and procurement must be done in accordance with the Procurement Approval Limits document.
- 14.3 The NAS Manager or NAS Corporate Services Manager must report all procurement matters to the Finance, Audit & Risk Committee in each company. Approval must be sought to sign contracts from the Board. Contracts in excess of €10,000 must be discussed with the Board and approval given to procure.
- 14.4 The NAS Manager or NAS Corporate Services Manager must consult with the CIB Advocacy Manager in writing before commencing a procurement process or entering into any new contracts that are in excess of €10,000 and less than €25,000. The CIB Advocacy Managers' team may provide support throughout the procurement process.
- 14.5 Where the value of the contract exceeds €25,000 for goods & services, the NAS Manager or NAS Corporate Services Manager must seek approval from the CIB Advocacy Manager before commencing a procurement process and the procurement must be carried out in line with Public Procurement Guidelines, i.e. it must be advertised on eTenders and certain processes will apply.
- 14.6 Any spending on premises in excess of €5,000 must be agreed and signed off by the Premises Executive, Operations Team, CIB and approved by the CIB Advocacy Manager.
- 14.7 The Office of Government Procurement (OGP) provides a central procurement service for government departments, agencies and central government services. This service involves the placing of contracts for a variety of goods, supplies and services, including advertising, printing, office provisions, fuels and energy. These contracts are available to NAS. CIB may inform NAS of contracts where relevant. NAS should access the Frameworks directly on the OGP website. Where a decision is taken not to utilise central procurement frameworks a value for money justification is required, recorded on the procurement file, which is verifiable at audit stage.
- 14.8 Where NAS is awarding a contract that is over €10,000, or the cumulative value of goods and services purchased in a 12 month period exceeds or is likely to exceed €10,000, NAS must request a Tax Clearance Certificate. This states that the contractor's tax affairs are in order and must be produced to ensure that public funds

are only expended where businesses or individuals are tax compliant. If existing tax clearance certificates cannot be located, a new tax clearance certificate should be requested. (From 1st Jan 2016, electronic Tax Clearance can be verified via Revenue's Online Service).

- 14.9 External contractors (consultants, facilitators, trainers, research consultants, etc.) must be issued with a Contract of Service (see Procurement Pack on Infonet). The contract must be sufficiently comprehensive to establish clearly the services required, time frames, agreed costs, penalty clauses, etc.
- 14.10 Purchases of goods and services less than €1,000 should be supported by a quotation from one or more suppliers. An overall limit of €1,000 in value (aggregated over a twelve-month period) can be purchased from one supplier. A record of the quote sought and received should be retained.
- 14.11 Purchases of goods and services from €1,000 up to €25,000 should be supported by competitive quotes from at least three suppliers. A record of the quotes sought and received should be retained.
- 14.12 Existing supplier contracts over €1,000 should be reviewed periodically (e.g. annually) and compared against quotes from competitors.
- 14.13 Where relevant, The Board of Directors will decide the number of firms or individuals from which tenders are sought. This decision will be taken with reference to the requirements of the project to be undertaken. The list must be reasonably comprehensive, up-to-date and not discriminatory in nature. Every effort must be made to ensure adequate competition. The aim must be to obtain at least three realistic quotes in each case.
- 14.14 The suitability of contractors, suppliers and service providers must be determined by using the normal criteria for this purpose, e.g. provision of appropriate statements of financial and economic standing, provision of evidence of technical capacity, value for money, etc.
- 14.15 Open-ended contracts must not be awarded. A set fee (inclusive of VAT) for each engagement must be agreed in advance of the work being undertaken including the duration of the contract.
- 14.16 A review process must be an integral element of the contract so that a provision of service which is not achieving its objectives or which is deviating from its terms of reference can be adjusted at the earliest possible stage or terminated.
- 14.17 Where additional costs for travelling and subsistence cannot be avoided they must be in line with the NAS policy on expenses and must not exceed those currently applying in the public service. Such costs form part of the overall contract value.
- 14.18 All contracts must be recorded in the Contracts Register using the template on Infonet.

NAS Purchase Order, Invoice Approval, Approval to Procure, Contract Award and Contract Signing limits

NAS Board can set appropriate approval limits subject to the following maximum limits:

Grade	Purchase order approval	Invoice approval	Approval to commence tender	Approval to award contract	Procurement Contract Signing
Administrator ¹	N/A	N/A	N/A	N/A	N/A
National NAS Manager or NAS Corporate Services Manager ²	€5,000	€5,000	<€5,000	<€5,000	<€5,000
NAS Chair of Finance, Audit & Risk Committee	€5,000	€5,000	<€5,000	<€5,000	<€5,000
National NAS Manager or NAS Corporate Services Manager and NAS Chair of Finance, Audit & Risk Committee (Joint Approval) ³	>€5,000 and <€10,000	>€5,000 and <€10,000	>€5,000 and <€10,000	>€5,000 and <€10,000	>€5,000 and <€10,000
NAS Board in consultation with CIB Advocacy Manager ⁴	>€10,000	>€10,000	>€10,000	>€10,000	>€10,000

¹ Administrators cannot approve Purchase Orders or Invoices.

² NAS National Manager or NAS Corporate Services Manager must report all procurement matters to the Finance, Audit & Risk Sub Committee. Approval must be sought to sign contracts from the NAS Board.

³ Expenditure in excess of €5,000 but less than €10,000 may be authorised jointly by the Chair of Finance, Audit & Risk Committee and NAS National Manager or NAS Corporate Services Manager.

⁴ Individual items exceeding €10,000 in value require the approval of the NAS Board. NAS National Manager must consult with CIB Advocacy Manager before commencing a procurement process or entering into any new contracts that are in excess of €10,000 and less than €25,000. Approval must be sought to sign contracts from the NAS Board. Where the value of the contract exceeds €25,000 for goods & services, the NAS Manager must seek approval from the CIB Advocacy National Manager before commencing a procurement process and the procurement must be carried out in line with Public Procurement Guidelines.

Notes :

- 1) For all approvals, there must be confirmation that there is a budget in place to finance the contract.
- 2) Contract value is exclusive of VAT and must include any extensions.

15. Fixed Assets

15.1 Limits on capital expenditure on fixed assets, which includes office equipment, furniture & fixtures, etc. must be set out in the budget.

15.2 All ICT equipment must be procured through CIB.

- 15.3 All software must be procured through CIB or approved by CIB before purchase.
- 15.4 A Fixed Asset Register must be maintained for all fixed assets (see Appendix 10). The register must detail how the asset was acquired (from CIB, purchased from the operating grant or obtained from another source), the date the asset was acquired, its cost, the amount it has depreciated to date, its serial number and where necessary a detailed description. The company's auditor will calculate the depreciation on fixed assets and will include this in the audited accounts.
- 15.5 A regular physical check of fixed assets against the register must be carried out, at least once a year.
- 15.6 When an asset is disposed of, a fixed asset disposal form should be completed (see Appendix 11).
- 15.7 The Board of Directors must ensure that insurance cover is adequate at all times and must notify their insurance company of any capital investment.

16 Bank Accounts/Banking

- 16.1. NAS should operate only one designated bank account for the purpose of operating NAS. All transactions in respect of monies paid by CIB to NAS must be processed through this one account. Monies paid by other funders of NAS must be processed through a separate bank account.
- 16.2. With CIB and board approval, the opening of a second bank account, e.g. a deposit account for rent accruals, may be permitted under special circumstances and must be reported on. A bank statement must be sent as part of financial returns.
- 16.3. Bank accounts must operate without overdrafts.
- 16.4. The procedures to be followed in relation to Purchasing Card and Credit Card are contained in the Purchasing Card and Credit Card Usage Policy. Under no circumstances should Debit Cards be applied for or used. (See Appendix 12)
- 16.5. An Income & Expenditure Account must be kept to record all bank transactions relating to NAS, listing all lodgements, payments and Electronic Funds Transfers (EFTs), including direct debits.
- 16.6. NAS should use Online banking as a convenient and cost-effective means by which to manage their bank account. Financial transactions must be processed on a secure website using the security guidelines issued by their bank for protecting information.
- 16.7. A Requisition Form for EFTs/batch should be filled out to accompany invoices for authorisation (see Appendix 13).

- 16.8. All EFTs and cheques must have two signatures. Authorised signatories must be designated Board of Directors members or if required by the Board of Directors, the National Manager or NAS Corporate Services Manager. There must be at least four authorised signatories and the bank must hold specimen signatures. The only employees of NAS that can become a signatory are the National Manager and NAS Corporate Services Manager.
 - 16.9. EFTs and cheques, must not be authorised or signed by the recipient.
 - 16.10. Internet banking signatories should be reviewed to avoid the necessity of having to share passwords. Passwords should not be shared under any circumstances.
 - 16.11. Cash must be kept in a secure cash box or safe. Any money received must be banked on the day of receipt and if this is not possible, at the first opportunity. A receipt must be issued for money received by NAS.
 - 16.12. Under no circumstances should monies (cash, cheque or bank cards) be kept by NAS on behalf of a client. The only exception to this relates to Advocacy cases which are in line with the Money Handling policy. See policy on Infonet [here](#).
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17. Purchase Orders, Invoices and Payments

- 17.1. A Purchase Order (PO) should be completed for all goods and services procured, with the exception of salaries and Revenue payments, travel and subsistence claims, grant payments and petty cash expenditure. For contractual agreements, one PO is filled in at the start of the contract and the same number used on all subsequent invoices for the duration of the contract. For open-ended contracts, e.g. for utilities, a new PO should be filled in every 12 months.
- 17.2. A sequential pre-numbered Purchase Order book contains sets of POs; the counterfoil accompanies the order to the supplier (or the number is quoted over the phone) and the duplicate accompanies the invoice to the person who authorises EFT payments. The PO itself should be authorised before placing an order.
- 17.3. Expenditure up to a maximum of €5,000 on any individual item can be authorised by the National Manager or NAS Corporate Services Manager, subject to budgetary provision and planning. Amounts in excess of €5,000 but less than €10,000 may be authorised jointly by the Treasurer and National Manager or Corporate Services Manager, subject to budgetary provisions. Individual items exceeding €10,000 in value require the approval of the Board.
- 17.4. These limits must be approved by the Board of Directors and may be reviewed from time to time to allow for particular circumstances.
- 17.5. Invoices, including direct debit invoices, must be date stamped upon receipt, the corresponding Purchase Order attached and the appropriate expense heading written

onto the invoice. Managers must verify that the goods ordered or services provided were received and check for arithmetical accuracy.

- 17.6. When an invoice is due for payment, the invoice must be approved and signed by the Manager for payment. A Requisition Form must be completed by the National Manager or Corporate Services Manager to ensure appropriate authorisation for the expenditure and an EFT raised by the Treasurer. The approved invoice and documentation must be attached and given to the EFT signatories prior to signing.
- 17.7. Once payment has been made the invoice must be stamped 'Paid', the Income & Expenditure Account completed for all items of expenditure and all documentation filed.

18. Petty Cash

- 18.1. Payments must be made by EFT or payment card. Only minor expenses can be paid out of Petty Cash. (See Credit Card and Purchasing Card Usage Policy Appendix 12)
- 18.2. A Petty Cash Book must be maintained to keep a record of all minor expenses. All expenditure should be itemised, receipts signed by the manager, and expenditure totalled and signed by the manager on each replenishment to provide evidence that checks have been carried out.
- 18.3. A limit on the amount of the Petty Cash float must be agreed by the Board of Directors, (e.g. €30 – €60 per week), and a limit on individual amounts set. Items of expenditure exceeding this limit must be paid for by EFT or payment card.
- 18.4. All minor expenses must be supported by receipts. Petty Cash payments must only be made against Petty Cash slips with attached receipts and after approval by the NAS Manager or NAS Corporate Services Manager.
- 18.5. Any petty cash floats must be kept securely in a cash box or safe. Petty Cash must be reconciled and balanced on a weekly basis, recorded in the Petty Cash Book, and approved by the NAS National Manager or NAS Corporate Services Manager.
- 18.6. Petty cash must be kept on an imprest system, i.e. a fixed amount is set (the float). At the end of each month, the expenses must be totalled and reconciled with the relevant receipts. Receipts and supporting documentation for the period must be kept in an envelope and marked with the period that they cover. (see Appendix 14).

19. Postage

- 19.1. Postage stamps must always be purchased out of general funds and not Petty Cash. Postage stamps must be stored in a secure cash box.
- 19.2. The value of stamps used must be recorded in the Post Book. A maximum level should be set for the stock of stamps to be held. Where franking machines are used, opening and closing balances must be recorded.

19.3. The Post Book must be balanced when stamps are purchased. Periodic checks of the Post Book must be carried out by the NAS National Manager or Corporate Services Manager.

20. Travel & Subsistence

- 20.1. The board members and employees of NAS are entitled to reimbursement of any travel expenses incurred in the course of carrying out their work on behalf of the NAS, subject to the guidelines at 20.2 and 20.3. (Please see DPER T&S Circular 05/2017 and Appendix 15). Mileage is calculated on an annual cumulative basis and includes mileage from any other posts held.
- 20.2. Where possible public transport must be used. In the event that a board member or employee has been authorised to use his/her own car/motorcycle, travel and subsistence expenses will be reimbursed in line with the rates specified by the DPER circulars. Approval of changes to these rates will be notified to NAS by CIB. (Current Rates Appendix 15).
- 20.3. Claims for reimbursement submitted by staff other than the National Manager or Corporate Services Manager should be approved by the National Manager or Corporate Services Manager. Claims submitted by the National Manager should be approved by the Treasurer or Chair. Claims submitted by the Treasurer should be approved by the Chair and vice versa. Claims submitted by other board members should be approved by the Treasurer or the Chair.
- 20.4. Mileage is calculated from one's normal place of employment but if the business journey commences from home, the lesser distance of the two is used to calculate the mileage. Travelling expenses are not paid in respect of any portion of a journey that covers all or part of a staff member's usual route between home and their normal place of employment. Staff that are travelling must confirm that the "lesser of"² rule has been adhered to.
- 20.5. A day allowance applies if the absence is more than 5 hours, with a higher rate applying if the absence is more than 10 hours. Where the absence is more than 10 hours and food is provided, the subsistence paid is the difference between the 10-hour rate and the 5-hour rate. The 5-hour rate is not paid where food is provided. The day allowance is payable for an absence at any place 8 km or more from one's home or place of work.
- 20.6. An overnight allowance (which includes accommodation and meals) applies to a period of 24 hours from the time of departure away from the normal place of employment.

² "Lesser of" Rule - Mileage is calculated from one's normal place of employment but if the business journey commences from home, the lesser distance of the two is used to calculate the mileage. Travel expenses are not paid in respect of any portion of a journey that covers all or part of a staff member's usual route between home and their normal place of employment.

Where either lunch or dinner is provided, the appropriate five-hour rate should be deducted and where both lunch and dinner are provided the appropriate ten-hour rate should be deducted. The overnight allowance is payable for an absence at 100 km or more from one's home or place of work, whichever is the lesser.

- 20.7. A separate Vouched Accommodation ("VA") rate may apply where staff are claiming an overnight allowance in Dublin. In such cases, a Vouched Accommodation Rate consisting of the vouched costs of accommodation up to a limit of the standard overnight rate (€147.00) plus the appropriate day rate for the staff member's meals, may be claimed.
- 20.8. Documentation in regard to Travel and Subsistence claims should be retained, including receipts and prior approval of travel outside the region. Proof of engine size, insurance indemnity and NCT cert must also be provided. No claims should be paid without these.
- 20.9. Travel & subsistence claims should be made using the CIB Template (Appendix 16). Staff are advised that all T&S claims must be submitted within **30 days** of incurring the expenditure. Subsistence can only be claimed if the staff member is travelling 8km or more from work.
- 20.10. Staff who are required to pay higher premiums to effect insurance cover for their own cars because they necessarily carry goods or equipment while travelling on official business may recoup, on the production of the necessary receipts, the extra expenditure involved.
- 20.11. All unused rows on T&S claim forms must be deleted or blanked out by the claimant prior to submission to their manager for approval.
- 20.12. Where mileage is being claimed, this must be substantiated by a route calculator in order to confirm the mileage distance claimed, e.g. printout from AA route planner or Google maps should be attached to the claim form.
- 20.13. From 'Home' cannot be accepted – a clearer description of the town/village/road etc. is required in order for mileage to be properly evidenced.
- 20.14. To 'Townsend Street' cannot be accepted if you are driving to a train station for onward travel. The train station name/village/town is required.
- 20.15. All receipts should be attached to the expenses sheet. If receipts are not enclosed/lost/forgotten, the expense cannot be claimed.
- 20.16. Expenses such as tolls must be evidenced by receipt, or in cases where an electronic 'tag' has been used, a copy of the relevant account statement. This applies to the use of Leap cards also.
- 20.17. In the case of someone using their own car where public transport could have been used, the amount to be allowed in respect of mileage allowance must not exceed the

cost of public transport (including that of passengers whose travelling expenses would be payable from public funds).

- 20.18. Reduced travel rates are payable for journeys associated with an individuals' job but not solely related to the performance of those duties, however, it is felt that some form of support is warranted. Examples of the payment of the rates are in the following circumstances: - attendance at confined promotion competitions, attendance at approved courses of education, attendance at courses or conferences, return visits home at weekends during periods of temporary transfer.

21. Staff Supervision

- 21.1 Staff support and supervision must be provided by a trained professional and procured according to procurement guidelines.

Appendices

Appendix 1 Specimen Letter of Engagement

This is a sample letter of engagement that NAS must receive from their auditor. The form of wording set out below is appropriate for a limited company audit.

SPECIMEN ENGAGEMENT LETTER

To the directors of.....

The purpose of this letter is to set out the basis on which we (are to) act as auditors of the company (and its subsidiaries) and the respective areas of responsibility of the company and of ourselves.

1. *Audit*

As directors of the above company, you are responsible for maintaining proper accounting records and preparing financial statements which give a true and fair view and have been properly prepared in accordance with the Companies Act. You are also responsible for making available to us, as and when required, all the company's accounting records and all other records and related information, including minutes of all Board of Directors meetings.

We have a statutory responsibility to report to the members whether in our opinion the financial statements give a true and fair view of the state of the company's affairs and of the profit or loss for the year and whether they have been properly prepared in accordance with the Companies Act. In arriving at our opinion, we are required to consider the following matters, and to report on any in respect of which we are not satisfied:

- (a) Whether proper accounting records have been kept by the company and proper returns adequate for our audit have been received from branches not visited by us;
- (b) Whether the company's balance sheet and income and expenditure account are in agreement with the accounting records and returns;
- (c) Whether we have obtained all the information and explanations which we think necessary for the purpose of our audit; and

- (d) Whether the information in the directors' report is consistent with that in the audited financial statements.

In addition, there are certain other matters which, according to the circumstances, may need to be dealt with in our report.

We have a professional responsibility to report if the financial statements do not comply in any material respect with statements of standard accounting practice unless in our opinion the non-compliance is justified in the circumstances.

Our audit will be conducted in accordance with the auditing standards issued by the accountancy bodies and will have regard to relevant auditing guidelines. Furthermore, it will be conducted in such a manner as we consider necessary to fulfil our responsibilities and will include such tests of transactions and of the existence, ownership and valuation of assets and liabilities as we consider necessary. We shall obtain an understanding of the accounting system in order to assess its adequacy as a basis for the preparation of the financial statements and to establish whether proper accounting records have been maintained. We shall expect to obtain such relevant and reliable evidence as we consider sufficient to enable us to draw reasonable conclusions therefrom. The nature and extent of our tests will vary according to our assessment of the company's accounting system, and where we wish to place reliance on the system of internal control. They may cover any aspect of business operations. We shall report to you any significant weaknesses in the company's systems which come to our notice and which we think must be brought to your attention.

As part of our normal audit procedures, we may request you to provide written confirmation of oral representations which we have received from you during the course of the audit.

In order to assist us with the examination of your financial statements, we shall request sight of all documents or statements, including the chairman's statement and the directors' report, which are due to be issued with the financial statements. We are also entitled to attend all general meetings of the company and to receive notice of all such meetings.

The responsibility for the prevention and detection of irregularities and fraud rests with yourselves. While we shall endeavour to plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records resulting from irregularities or fraud, our examination must not be relied upon to disclose irregularities and frauds which may exist.

We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to members of our firm other than those engaged on the audit (such as information provided in connection with accounting and taxation).

2. *Accounting and other services, and taxation services (either included here or set out in a separate letter).*

It was agreed that we must carry out the following services as your agents and on the basis that you will make full disclosure to us of all relevant information.

- (a) *Accounting and other services*

We shall prepare the financial statements based on accounting records maintained by yourselves.

We shall provide assistance to the company secretary by preparing and lodging returns with the Registrar of Companies.

We shall investigate irregularities and fraud upon receiving specific instructions.

3. *Fees*

Our fees are computed on the basis of the time spend on your affairs by the partners and our staff, and on the levels of skill and responsibility involved. Unless otherwise agreed, our fees will be charged separately for each of the main classes of work described above and will be billed at appropriate intervals during the course of the year. Payment will be due on presentation.

4. *Agreement of terms*

Once it has been agreed, the letter will remain effective, from one audit appointment to another, until it is replaced. We shall be grateful if you could confirm in writing your agreement to the terms of this letter, or let us know if they are not in accordance with your understanding of our terms of appointment.

Yours faithfully

Certified / Chartered Accountants

Appendix 2 Salary Scales

CITIZENS INFORMATION BOARD
SALARY SCALES FOR NAS EMPLOYEES
 1 January 2019

The CIB-approved salary scales for NAS National Manager, Corporate Services Manager, Regional Advocacy Manager, Senior Advocate, HR Executive, Advocate and Administrator posts are set out below.

1. National Manager

Point	01-Jan-19 Full-Time €	PRSI RATE Applicable	01-Jan-19 Part-Time €	PRSI RATE Applicable
1	69,257	10.95%		
2	71,004	10.95%		
3	73,782	10.95%		
4	76,570	10.95%		
5	79,337	10.95%		
6	82,116	10.95%		
7	84,877	10.95%		

2. Regional Advocacy Manager / Corporate Services Manager

Point	01-Jan-19 Full-Time €	PRSI RATE Applicable	01-Jan-19 Part-Time €	PRSI RATE Applicable
1	50,016	10.95%	25,008	10.95%
2	51,282	10.95%	25,641	10.95%
3	52,766	10.95%	26,383	10.95%
4	54,252	10.95%	27,126	10.95%
5	55,745	10.95%	27,872	10.95%
6	57,076	10.95%	28,538	10.95%
7	58,433	10.95%	29,217	10.95%
8	59,753	10.95%	29,877	10.95%
9	61,064	10.95%	30,532	10.95%

3.Senior Advocate / HR Executive / Policy, Communications & Research Officer

Point	01-Jan-19 Full-Time €	PRSI RATE Applicable	01-Jan-19 Part-Time €	PRSI RATE Applicable
1	47,675	10.95%	23,837	10.95%
2	48,869	10.95%	24,434	10.95%
3	50,314	10.95%	25,157	10.95%
4	53,022	10.95%	26,511	10.95%

4. Advocate

Point	01-Jan-19 Full-Time €	PRSI RATE Applicable	01-Jan-19 Part-Time €	PRSI RATE Applicable
1	42,658	10.95%	21,329	10.95%
2	44,078	10.95%	22,039	10.95%
3	45,496	10.95%	22,748	10.95%
4	46,915	10.95%	23,458	10.95%

5. Administrator

Point	01-Jan-19 Full-Time €	PRSI RATE Applicable	01-Jan-19 Part-Time €	PRSI RATE Applicable
1	24,407	10.95%	12,204	8.7%
2	25,554	10.95%	12,777	8.7%
3	26,697	10.95%	13,349	8.7%
4	27,845	10.95%	13,923	8.7%
5	28,991	10.95%	14,496	8.7%
6	30,136	10.95%	15,068	8.7%
7	31,279	10.95%	15,640	8.7%
8	32,420	10.95%	16,210	8.7%
9	33,567	10.95%	16,784	8.7%

Appendix 3 (A) Budget Proposal

NATIONAL ADVOCACY SERVICE (MASTER FILE)						
BUDGET PROPOSAL FOR FINANCIAL YEAR: 2020						
Line	Budget Head	Approved Budget 2019 Euro €	Projected Outturn 2019 Euro €	Variance 2019 Euro €	Budget Proposal 2020 Euro €	Budget Variance 2019 vs 2020 Euro €
		(1)	(2)	(2) minus (1)	(4)	(4) minus (1)
1	INCOME					
2	Brought Forward from Previous Year	0.00	0.00	0.00	0.00	0.00
3	CIB Operational Grant	0.00	0.00	0.00	0.00	0.00
4	CIB Other Income	0.00	0.00	0.00	0.00	0.00
5	Other Income	0.00	0.00	0.00	0.00	0.00
6	Total Income	0.00	0.00	0.00	0.00	0.00
7	EMPLOYEE COSTS					
8	Gross Salaries	0.00	0.00	0.00	0.00	0.00
9	PRSI ER	0.00	0.00	0.00	0.00	0.00
10	Employer Pension	0.00	0.00	0.00	0.00	0.00
11	Total Employee Costs (1)	0.00	0.00	0.00	0.00	0.00
12	ADMINISTRATION PAYMENTS					
13	Rent	0.00	0.00	0.00	0.00	0.00
14	Rates/Service Charge	0.00	0.00	0.00	0.00	0.00
15	Insurance	0.00	0.00	0.00	0.00	0.00
16	Heat & Light	0.00	0.00	0.00	0.00	0.00
17	Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
18	Equipment Leases	0.00	0.00	0.00	0.00	0.00
19	Licence Fees	0.00	0.00	0.00	0.00	0.00
20	Cleaning	0.00	0.00	0.00	0.00	0.00
21	Kitchen Costs	0.00	0.00	0.00	0.00	0.00
22	Office Supplies & Printing	0.00	0.00	0.00	0.00	0.00
23	Phone Charges	0.00	0.00	0.00	0.00	0.00
24	Postage	0.00	0.00	0.00	0.00	0.00
25	Professional Fees	0.00	0.00	0.00	0.00	0.00
26	Staff T&S	0.00	0.00	0.00	0.00	0.00
27	Volunteer Expenses	0.00	0.00	0.00	0.00	0.00
28	Service Promotion/Advertising	0.00	0.00	0.00	0.00	0.00
29	Bank Charges	0.00	0.00	0.00	0.00	0.00
30	Petty Cash	0.00	0.00	0.00	0.00	0.00
31	Total Administration Payments (2)	0.00	0.00	0.00	0.00	0.00
32	ORGANISATIONAL DEVELOPMENT					
33	Staff Training, Support & Supervision	0.00	0.00	0.00	0.00	0.00
34	Staff Recruitment	0.00	0.00	0.00	0.00	0.00
35	BOM Expenses	0.00	0.00	0.00	0.00	0.00
36	Planning & Evaluation (incl. Customer Service)	0.00	0.00	0.00	0.00	0.00
37	Health & Safety	0.00	0.00	0.00	0.00	0.00
38	Total Organisational Developemts (3)	0.00	0.00	0.00	0.00	0.00
39	PROJECT PAYMENTS					
40	Social Policy/Research	0.00	0.00	0.00	0.00	0.00
41	Community Education	0.00	0.00	0.00	0.00	0.00
42	Other (specify)	0.00	0.00	0.00	0.00	0.00
43	Total Project Payments (4)	0.00	0.00	0.00	0.00	0.00
44	OTHER PAYMENTS					
45	Fixed Assets	0.00	0.00	0.00	0.00	0.00
46	Premises Development	0.00	0.00	0.00	0.00	0.00
47	Other (please detail on a separate page)	0.00	0.00	0.00	0.00	0.00
48	Total Other Payments (5)	0.00	0.00	0.00	0.00	0.00
49	TOTAL EXPENDITURE 1-5 ABOVE	0.00	0.00	0.00	0.00	0.00
50	Cashflow Surplus/(Deficit)	0.00	0.00	0.00	0.00	0.00
DATE: _____		SIGNED: _____				
		<i>Chairperson (on behalf of the Board)</i>				

Appendix 3 (B) Variance on Outturn

NATIONAL ADVOCACY SERVICE (MASTER FILE)	
BUDGET PROPOSAL VARIANCE FOR FINANCIAL YEAR: 2019	
Line	Budget Head
Explanation for Variance: Projected Outturn 2019 vs Budget 2019 (continue on separate page if required)	
1	INCOME
2	Brought Forward from Previous Year
3	CIB Operational Grant
4	CIB Other Income
5	Other Income
6	Total Income
7	EMPLOYEE COSTS
8	Gross Salaries
9	Employers PRSI
10	Employers Pension
11	Total Employee Costs (1)
12	ADMINISTRATION PAYMENTS
13	Rent/Insurance
14	Rates/Service Charge
15	Insurance
16	Heat & Light
17	Repairs & Maintenance
18	Equipment Leases
19	Licence Fees
20	Cleaning
21	Kitchen Costs
22	Office Supplies & Printing
23	Phone Charges
24	Postage
25	Professional Fees
26	Staff T&S
27	Volunteer Expenses
28	Service Promotion/Advertising
29	Bank Charges
30	Petty Cash
31	Total Administration Payments (2)
32	ORGANISATIONAL DEVELOPMENT
33	Staff Training, Support & Supervision
34	Staff Recruitment
35	BOM Expenses
36	Planning & Evaluation (Incl. Customer Service)
37	Health & Safety
38	Total Organisational Development (3)
39	PROJECT PAYMENTS
40	Social Policy/Research
41	Community Education
42	Other (specify)
43	Total Organisational Development (4)
44	OTHER PAYMENTS
45	Fixed Assets
46	Premises Development
47	Other (specify)
48	Total Other Payments (5)
49	TOTAL EXPENDITURE 1-5 ABOVE
50	Cashflow Surplus/(Deficit)
DATE:	SIGNED:
	<i>Chairperson (on behalf of the Board)</i>

Appendix 3 (C) Variance on Budget Projections

NATIONAL ADVOCACY SERVICE (MASTER FILE)		
BUDGET PROPOSAL VARIANCE FOR		FINANCIAL YEAR: 2020
Line	Budget Head	Explanation for Variance: Budget Proposal 2020 vs Budget 2019 (continue on separate page if required)
1	INCOME	
2	Brought Forward from Previous Year	
3	CIB Operational Grant	
4	CIB Other Income	
5	Other Income	
6	Total Income	
7	EMPLOYEE COSTS	
8	Gross Salaries	
9	Employers PRSI	
10	Employers Pension	
11	Total Employee Costs (1)	
12	ADMINISTRATION PAYMENTS	
13	Rent/Insurance	
14	Rates/Service Charge	
15	Insurance	
16	Heat & Light	
17	Repairs & Maintenance	
18	Equipment Leases	
19	Licence Fees	
20	Cleaning	
21	Kitchen Costs	
22	Office Supplies & Printing	
23	Phone Charges	
24	Postage	
25	Professional Fees	
26	Staff T&S	
27	Volunteer Expenses	
28	Service Promotion/Advertising	
29	Bank Charges	
30	Petty Cash	
31	Total Administration Payments (2)	
32	ORGANISATIONAL DEVELOPMENT	
33	Staff Training, Support & Supervision	
34	Staff Recruitment	
35	BOM Expenses	
36	Planning & Evaluation (Incl. Customer Service)	
37	Health & Safety	
38	Total Organisational Development (3)	
39	PROJECT PAYMENTS	
40	Social Policy/Research	
41	Community Education	
42	Other (specify)	
43	Total Organisational Development (4)	
44	OTHER PAYMENTS	
45	Fixed Assets	
46	Premises Development	
47	Other (specify)	
48	Total Other Payments (5)	
49	TOTAL EXPENDITURE 1-5 ABOVE	
50	Cashflow Surplus/(Deficit)	
DATE: _____		SIGNED: _____
		Chairperson (on behalf of the Board)

Appendix 4(A) Cash Budget Plan

NATIONAL ADVOCACY SERVICE ANNUAL CASH BUDGET PLAN 2019 (Master File)

Line	Total	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1 INCOME													
2 Brought Forward from Prev Year	0.00	0.00											
3 CIB Operational Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 CIB Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7 EMPLOYEE COSTS													
8 GROSS SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9 EMPLOYER'S PRSI(ER)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10 EMPLOYER'S PENSION (ER)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 TOTAL EMPLOYEE COSTS (1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12 ADMINISTRATION PAYMENTS													
13 RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14 RATES/SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16 HEAT & LIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17 REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 EQUIPMENT LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19 LICENCE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20 CLEANING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 KITCHEN COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22 OFFICE SUPPLIES & PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23 PHONE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26 STAFF T&S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27 VOLUNTEER EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28 SERVICE PROMOTION/ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29 BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30 PETTY CASH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 TOTAL ADMIN PAYMENTS (2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32 ORGANISATIONAL DEVELOPMENTS													
33 STAFF TRAINING SUPPORT & SUPERVISION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34 STAFF RECRUITMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35 BOM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36 PLANNING & EVALUATION (incl. CUSTOMER SERVICE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37 HEALTH & SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 TOTAL ORGANISATIONAL DEVELOPMENTS (3)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39 PROJECT PAYMENTS													
40 SOCIAL POLICY/RESEARCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42 OTHER (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43 TOTAL PROJECT PAYMENTS (4)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44 OTHER PAYMENTS													
45 FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46 PREMISES DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47 OTHER (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48 TOTAL OTHER PAYMENTS (5)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49 Total Expenditure 1- 5 Above	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50 Cashflow surplus/(Deficit)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Signed: _____ Date: _____

Chairperson (on behalf of the Board)

Appendix 4 (B) Cash Budget Plan, Explanatory Sheet

National Advocacy Service (Master File)	
Explanatory Sheet	
Line	
1	INCOME
2	Brought Forward from Prev Year
3	CIB Operational Grant
4	CIB Other Income
5	Other Income
6	Total:
7	EMPLOYEE COSTS
8	GROSS SALARIES
9	EMPLOYER'S PRSI (ER)
10	EMPLOYER'S PENSION (ER)
11	TOTAL EMPLOYEE COSTS (1)
12	ADMINISTRATION PAYMENTS
13	RENT
14	RATES/SERVICE CHARGE
15	INSURANCE
16	HEAT & LIGHT
17	REPAIRS & MAINTENANCE
18	EQUIPMENT LEASES
19	LICENCE FEES
20	CLEANING
21	KITCHEN COSTS
22	OFFICE SUPPLIES & PRINTING
23	PHONE CHARGES
24	POSTAGE
25	PROFESSIONAL FEES
26	STAFF T&S
27	VOLUNTEER EXPENSES
28	SERVICE PROMOTION/ADVERTISING
29	BANK CHARGES
30	PETTY CASH
31	TOTAL ADMIN PAYMENTS (2)
32	ORGANISATIONAL DEVELOPMENTS
33	STAFF TRAINING,SUPPORT & SUPERVISION
34	STAFF RECRUITMENT
35	BOM EXPENSES
36	PLANNING & EVALUATION (incl. CUSTOMER SERVICE)
37	HEALTH & SAFETY
38	TOTAL ORGANISATIONAL DEVELOPMENTS (3)
39	PROJECT PAYMENTS
40	SOCIAL POLICY/RESEARCH
41	COMMUNITY EDUCATION
42	OTHER (specify)
43	TOTAL PROJECT PAYMENTS (4)
44	OTHER PAYMENTS
45	FIXED ASSETS
46	PREMISES DEVELOPMENT
47	OTHER (specify)
48	TOTAL OTHER PAYMENTS (5)
49	Total Expenditure 1 - 5 Above
50	Cashflow Surplus/(Deficit)

Appendix 5 (A) Salary Cash Budget Plan, Summary Sheet

Salaries Cash Budget Calculations 2019		NATIONAL ADVOCACY SERVICE (MASTER FILE)			
Name of Company/Service:	NATIONAL ADVOCACY SERVICE	[ENTER]			
No. of Employees:	0.00	[ENTER]			
No. W.T.E	0.00	[FORMULA] W.T.E = Whole Time Equivalent			
	Monthly Salary	Employers' PRSI Contribution	Employers' Pension Contribution @ 7%	Total Annual Salary Cost	
	€	€	€	€	
	[FORMULA]	[FORMULA]	[FORMULA]	[FORMULA]	
January	0.00	0.00	0.00	0.00	
February	0.00	0.00	0.00	0.00	
March	0.00	0.00	0.00	0.00	
April	0.00	0.00	0.00	0.00	
May	0.00	0.00	0.00	0.00	
June	0.00	0.00	0.00	0.00	
July	0.00	0.00	0.00	0.00	
August	0.00	0.00	0.00	0.00	
September	0.00	0.00	0.00	0.00	
October	0.00	0.00	0.00	0.00	
November	0.00	0.00	0.00	0.00	
December	0.00	0.00	0.00	0.00	
Total	0.00	0.00	0.00	0.00	[FORMULA]
	SIGNED:	Chairperson (on behalf of the Board)			DATE:

Appendix 5 (B) Salary Cash Budget Plan, Indiv. Employee Sheet

Salaries Cash Budget Calculations 2019

National Advocacy Service

Employee Name: [ENTER]

Employee Number: [ENTER]

Job Title [ENTER]

Point on salary Scale *Enter point as of 1st January 2019* [ENTER]

Hours Per Week [ENTER]

Pension Applicable: (Y/N) [ENTER]

PRSI Rate ◀ Insert PRSI Rate Here 8.7% or 10.95% [ENTER]

	Monthly Salary	Employers' PRSI Contribution	Employers' Pension Contribution 7%	Employees Pension Contribution 5%	Employees Additional Voluntary Contribution	Total Annual Salary Cost
	€ [ENTER]	€ [FORMULA]	€ [FORMULA]	€ [FORMULA]	€ [ENTER]	€ [FORMULA]
January	0.00	0.00	0.00	0.00	0.00	0.00
February	0.00	0.00	0.00	0.00	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00	0.00
April	0.00	0.00	0.00	0.00	0.00	0.00
May	0.00	0.00	0.00	0.00	0.00	0.00
June	0.00	0.00	0.00	0.00	0.00	0.00
July	0.00	0.00	0.00	0.00	0.00	0.00
August	0.00	0.00	0.00	0.00	0.00	0.00
September	0.00	0.00	0.00	0.00	0.00	0.00
October	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00 [FORMULA]

SIGNED: _____
Chairperson (on behalf of the Board)

DATE: _____

Increment Date:

Appendix 6 Rental Budget Plan

NATIONAL ADVOCACY SERVICE RENTAL CASH BUDGET PLAN 2019

Line	2019 PROPERTY RENTAL BREAKDOWN BY LOCATION PROPERTY ADDRESS	Total	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Next Rent Review Date:	Lease Term (Years):	Lease End Date:	Break Option Date:
1	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
1	SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
2	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
2	SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
3	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
3	SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
4	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
4	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
5	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
5	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
6	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
6	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
7	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
7	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
8	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
8	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
9	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
9	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
10	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
10	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
11	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
11	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
12	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
12	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
13	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
13	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
14	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
14	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
15	RENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
15	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
31	TOTAL ANNUAL RENTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
32	TOTAL ANNUAL SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

Signed: _____

Chairperson (on behalf of the Board)

Date: _____

Appendix 7 Monthly Financial Report

NATIONAL ADVOCACY SERVICE (MASTER FILE)
ACCOUNTING RETURN
JANUARY 2019

Total CIB Operational Grant for Year:

Euro € 0.00

Budget Line	Budget Head	Approved Annual Budget 2019 Euro €	Cum. Budget Year-to-Date Euro €	Cum. Actual Year-to-Date Euro €	Cum. Variance Year-to-Date Euro €	Comments
1 INCOME						
2	Balance Brought Forward from Previous Year	0.00	0.00	0.00	0.00	
3	CIB Operational Grant	0.00	0.00	0.00	0.00	
4	CIB Other Income	0.00	0.00	0.00	0.00	
5	Other Income	0.00	0.00	0.00	0.00	
6	Total Income	0.00	0.00	0.00	0.00	
7 EMPLOYEE COSTS						
8	Gross Salaries	0.00	0.00	0.00	0.00	
9	Employer's PRSI	0.00	0.00	0.00	0.00	
10	Employer's Pensions	0.00	0.00	0.00	0.00	
11	Total Employee Costs (1)	0.00	0.00	0.00	0.00	
12 ADMINISTRATION PAYMENTS						
13	Rent	0.00	0.00	0.00	0.00	
14	Rates/Service Charges	0.00	0.00	0.00	0.00	
15	Insurance	0.00	0.00	0.00	0.00	
16	Heat & Light	0.00	0.00	0.00	0.00	
17	Repairs & Maintenance	0.00	0.00	0.00	0.00	
18	Equipment Leases	0.00	0.00	0.00	0.00	
19	Licence Fees	0.00	0.00	0.00	0.00	
20	Cleaning	0.00	0.00	0.00	0.00	
21	Kitchen Costs	0.00	0.00	0.00	0.00	
22	Office Supplies & Printing	0.00	0.00	0.00	0.00	
23	Phone Charges	0.00	0.00	0.00	0.00	
24	Postage	0.00	0.00	0.00	0.00	
25	Professional Fees	0.00	0.00	0.00	0.00	
26	Staff T&S	0.00	0.00	0.00	0.00	
27	Volunteer Expenses	0.00	0.00	0.00	0.00	
28	Service Promotion/Advertising	0.00	0.00	0.00	0.00	
29	Bank Charges	0.00	0.00	0.00	0.00	
30	Petty Cash	0.00	0.00	0.00	0.00	
31	Total Administration Payments (2)	0.00	0.00	0.00	0.00	
32 ORGANISATIONAL DEVELOPMENT						
33	Staff Training, Support & Supervision	0.00	0.00	0.00	0.00	
34	Staff Recruitment	0.00	0.00	0.00	0.00	
35	BOM Expenses	0.00	0.00	0.00	0.00	
36	Planning & Evaluation (incl. Customer Service)	0.00	0.00	0.00	0.00	
37	Health & Safety	0.00	0.00	0.00	0.00	
38	Total Organisational Development (3)	0.00	0.00	0.00	0.00	
39 PROJECT PAYMENTS						
40	Social Policy/Research	0.00	0.00	0.00	0.00	
41	Community Education	0.00	0.00	0.00	0.00	
42	Other (Specify)	0.00	0.00	0.00	0.00	
43	Total Project Payments (4)	0.00	0.00	0.00	0.00	
44 OTHER PAYMENTS						
45	Fixed Assets	0.00	0.00	0.00	0.00	
46	Premises Development	0.00	0.00	0.00	0.00	
47	Other (Specify)	0.00	0.00	0.00	0.00	
48	Total Other Payments (5)	0.00	0.00	0.00	0.00	
49	TOTAL EXPENDITURE 1- 5 ABOVE:	0.00	0.00	0.00		
50	Cash Balance Surplus/(Deficit):	0.00	0.00	0.00		

SIGNED:

Chairperson (on behalf of the Board)

DATE:

Appendix 8 Bank Reconciliation Statement

NATIONAL ADVOCACY SERVICE (MASTER FILE)		
January Bank Reconciliation	€	
Book Balance from last month	0.00	← Insert Dec 2018 Bank Rec Balance
Book Balance from last month	0.00	
Total Income from books for current month	0.00	
Total Expenditure from books for current month	0.00	
Balance per books	0.00	
Closing balance "Jan" Bank statement	0.00	
Lodgements to bank account not yet cleared	0.00	
Cheques paid out on books not yet cleared	0.00	
Balance per bank	0.00	

Cheques paid out not yet cleared:		No:	Amount:	Date
Cheque:				
Cheque:				
Cheque:				
Cheque:				
Cheque:				
Cheque:				
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Signed: _____ Date: _____
Chairperson (on behalf of the Board)

These two balances must agree to complete reconciliation

Appendix 9 Accruals & Prepayments Listings

Name of Company:

Prepayments

Invoice Date	Amount	Details	Budget Line	Date Paid	PO Number

Total:

Accruals

Date Ordered	Amount	Details of Goods or Services received/to be received	Budget Line	Date To Be Paid	Further Relevant Information

Total:

Date:

Signed:

Appendix 10 Fixed Assets Register

Date of Purchase/ acquisition	Description of Item	Serial Number	Location	Source of funding	Purchase Price	Depreciation	Current Value	Repair Information (Date, Cost, etc.)
01/12/01	Office Furniture Desks X3 Chairs X 6		NAS Premises	Operational Grant	€500 €300	€200 €100	€300 €200	
01/01/02	DELL Pentium P.C	P19900	National Manager's Office at NAS	CIB	€1,000	€200	€800	
01/01/03	DELL Pentium P.C	P19901	Interview Room 1, NAS	CIB	€1,000	€4,200	€800	
01/02/03	Filing Cabinet		National Manager's Office at NAS	Gift from neighbouring office	€200	€150	€50	

SAMPLE FIXED ASSETS REGISTER

Appendix 11 Fixed Asset Disposal Form

Company Name	
Date	

Asset Disposed:	Description	
Asset Tag Number		
Reason for Disposal	Give details: Lost / Stolen, Damaged beyond repair, Obsolete, Other	
Method of Disposal	Scrapped / Salvage	
	Traded in	Value €
	Donated to	
	Sold as is	Value €
	Returned to	

Signed: _____
Manager

Date: _____

Approved: _____
Chair / Board

Date: _____

Appendix 12 Credit Card and Purchasing Card Usage Policy

Companies should use electronic banking for all their transactions and every effort should be made to have invoices issued by suppliers and for employees to retain receipts so that all transactions can be processed electronically to the accounts of suppliers and employees. The use of petty cash should be limited to instances where it is absolutely necessary.

The following guidelines are issued where Purchasing Card and Credit Card usage by companies is deemed by their boards to be essential. There are instances where online transactions may require the use of a Purchasing Card or Credit Card and may even be more cost-effective. Should a Board deem a Purchasing Card or Credit Card to be necessary they should seek approval from CIB before applying for the card. The Purchasing Card and Credit Card should not be used to cover items which should be expensed by individuals in relation to Travel & Subsistence. Under no circumstances should Debit Cards be applied for or used.

Where Purchasing Cards or Credit Cards are to be used, a Purchase Order (PO) should be completed for authorisation by the approved signatories, designated by the Board of Directors.

When an invoice is received or payment is due, a requisition form should be completed by two signatories prior to any payment being processed. It is not necessary to have the same two signatories on the requisition form and on the PO. However, the designated limits for which approval is necessary, either by National Manager with the Chair of Finance, Audit & Risk Committee or with the Board's approval, should be followed in all cases.

Guidelines on the use of Petty Cash, as per the Financial Controls guidelines, continue to apply.

The National Manager should be the designated name on the Purchasing Card or Credit Card and the National Manager is responsible for its use. All booking should go through them. This will need the approval of the board and the board sets the credit limit.

The card will be the responsibility of the National Manager as designated by the Board to be the cardholder. The cardholder is responsible for the safe custody of cards and the security of card information. The cardholder should also be aware of the card issuer policies in relation to lost or stolen cards and chargeback rights in relation to disputed transactions.

The cardholder shall be responsible for all expenditure and charges on the card until the receipts and invoices for the expenditure are approved.

If the cardholder delegates the use of the card to a member of staff, it is the cardholder's responsibility that proper procedures are followed and that the card is returned promptly to his/her care.

No cardholder may approve an increase to the limit on the card, nor may they approve access to a permanent cash advance facility for themselves.

No cardholder may authorise the approval of their own expenses.

Online payments should only be made through secure websites.

Cardholders must retain supporting documentation for all expenses incurred on the card and reconcile these expenses with the monthly credit card statements. Documentation includes: Purchase Orders, Payment Approval Forms, Invoices and Receipts. (Invoices for internet booking using a Credit Card should be printed off).

As well as recording purchases in the Income & Expenditure Account, all card transactions should be recorded in a separate Transaction Log Book to facilitate reconciliation at the end of the month and to serve as a tracking document for authorised usage. (See Samples below)

If the cardholder has authorised another member of staff to make a purchase using a Purchasing Card or Credit Card, the staff member must sign the Transaction Log Book. At the end of each month, the Log Book should be signed by the Chair of Finance, Audit & Risk Committee or Chairperson of the Board.

Any recurring charges, such as government stamp duty, should be noted in the Transaction Log Book. However, Continuous/Instalment Payment Agreements, Contracts, or Direct Debits are not permitted transactions on the Credit Card. Neither are cash withdrawals permitted by users of the Credit Card.

The balance on Purchasing Cards and Credit Cards must be cleared within the credit timeframe so that no interest charges are accrued.

Purchasing Cards and Credit Cards may only be used for transactions associated with the business of the company. Misuse in breach of procedures may result in the cancellation or withdrawal of the card and/or disciplinary procedures being followed.

Misuse includes:

- Using the card for a private transaction such as personal purchases or purchases for the sole benefit of the cardholder.
 - Assigning or transferring the card to another person.
 - Using the card after the cardholder's employment has been suspended or terminated.
-
- Using a card when you are not the cardholder named on the card and without the named cardholder's authority.
 - Using the card for a transaction in excess of budget or authorised limits or for purchases for which there are insufficient funds.
 - Using the card for expenditure not previously approved where prior approval was required (e.g. for travel expenses).

Cardholders must return the card permanently when they leave their employment or no longer require the use of the card as part of their duties.

Sample 1

Purchasing Card / Credit Card Monthly Transactions Log

Cardholder Name:	Mike Smith
Card Number	XXXXXXXX1234
Period covered	1st March to 31st March 20XX

Transaction Date	Purchase Order	Transaction Amount (incl. fees)	Supplier	Transaction Description	Signature of person making the transaction.
13 March 20XX	259	€46.45	Easons Online	Training manual.	Joan Green Administration

Cardholder Signature:

Date:

Approved By:

Date:

Please attach supporting documentation e.g. P.O / invoice / receipt etc.

Appendix 13 Requisition Form

**ELECTRONIC FUNDS TRANSFER (EFT)
REQUISITION FORM**

"LOCATION"
National Advocacy Service

Payment Batch Summary		
Dated:		
Payment ref. no.	Payee	Amount
Total		€

Approved by EFT Signatories:

Date: _____

Date: _____

Processed by:

Date: _____

Appendix 14 Petty Cash Reconciliation Form

National Advocacy Service Petty Cash Reconciliation

For the Month Ended _____

Petty Cash Float	_____	X
Balance of Cash on Hand	_____	Y
Amount to be reimbursed	_____	Z

Please note - Z equals X minus Y

Prepared By _____

Date _____

Approved By _____

Date _____

Appendix 15 Travel & Subsistence Rates

Motor Travel Rates 2019 Circular 05/2017

Motor Travel Rates per kilometre effective from 1st April 2017

Distance Bands		Engine Capacity up to 1200cc	Engine Capacity 1201cc to 1500cc	Engine Capacity 1501cc and over
Band 1	0-1,500km	37.95 cent	39.86 cent	44.79 cent
Band 2	1,501-5,500km	70.00 cent	73.21 cent	83.53 cent
Band 3	5,501-25,000km	27.55 cent	29.03 cent	32.21 cent
Band 4	25,001km and over	21.36 cent	22.23 cent	25.85 cent

Reduced Motor Travel Rates effective from 1st April 2017

Engine Capacity up to 1200cc	Engine Capacity 1201cc to 1500cc	Engine Capacity 1501cc and over
16.59 cent	17.63 cent	18.97 cent

Domestic Subsistence Rates Circular 18/2018

Domestic Subsistence rates effective from 1st October 2018

Overnight rates			Day Rates	
Normal Rate	Reduced Rate	Detention Rate	10 hours or more	5 hours but less than 10 hours
€147.00	€132.30	€73.50	€33.61	€14.01

Vouched Accommodation (“VA”) Domestic Subsistence Rates (For use in Dublin only)

Effective from 1st October 2018

Vouched Accommodation (“VA”) Rate	Accommodation		Meals
VA Rate	Vouched cost of accommodation up to €147.00	Plus	€33.61

Appendix 16 Travel & Subsistence Expenses Claim Form

Name: _____ Grade: _____ Service: _____

Period: _____ Office: _____

Date	Time		Journey		No. KM's	KM Cost-€ c	Sub. € c	Other Train/taxi € c	Total € c	Staff TRM/DEV	Purpose of Journey
	Depart	Return	From	To							
Total:											

Public Transport must be used where possible. Attach all receipts

<p>I certify that the expenses claimed here were actually incurred properly and necessarily on official Citizens Information Board business and have not been claimed for or reimbursed elsewhere and the particulars furnished herein are in all respects true.</p> <p><input type="checkbox"/> Please tick if claim is urgent.</p> <p><input type="checkbox"/> Please tick to confirm that the "lesser of" rule has been applied.</p> <p>Signed: _____ CLAIMANT</p> <p>Signed & Approved: _____ MANAGER</p> <p>Date: _____</p>	<p>Car: _____ Registration No: _____</p> <p>cc: _____</p> <p>I confirm that the car for which I now claim mileage on official business is currently insured with _____ (Name of Insurer) for the purpose of the Road Traffic Act 1961. Expiry date of Policy: _____</p> <p>I am aware that Citizens Information Board does not accept liability for any loss or damage resulting from the use of my car on official business.</p> <p>I certify that the car for which I now claim mileage on official business has, where required, a current valid NCT certificate which is valid until: _____</p> <p>I certify that I hold a current valid full driving licence and that I carry out a visual check on my car before driving for work.</p> <p>Signed: _____ CLAIMANT</p> <p>Please ensure that this panel is completed and signed once claiming mileage.</p>
--	--

Appendix 17 Financial Reporting Schedule 2019

<p>Thurs 24th Jan (17th working day)</p>	<p>Financial returns (FR) returns from previous year, comprising</p> <ol style="list-style-type: none"> 1. Dec accounting return 2. Dec bank reconciliation statement 3. Dec bank statement(s) 4. December Income & Expenditure 5. Accruals & Prepayment listing 6. Credit Card Statement and statements for any other accounts.
<p>Thurs 14th February (10th working day)</p>	<p>Budget for current year</p> <ol style="list-style-type: none"> 1. Cash Budget Plan 2. Salary Cash Budget Plan 3. Rental Budget Plan
<p>Tues 26th March (17th working day)</p>	<p>FR, comprising</p> <ol style="list-style-type: none"> 1. Feb accounting return 2. Feb bank reconciliation statement 3. Feb bank statement 4. Feb Income & Expenditure
<p>Fri 24th May (17th working day)</p>	<p>FR, comprising</p> <ol style="list-style-type: none"> 1. Apr accounting return 2. Apr bank reconciliation statement 3. Apr bank statement 4. Apr Income and Expenditure
<p>Tues 4th June</p>	<p>Budget proposal for coming year, comprising</p> <ol style="list-style-type: none"> 1. Budget Proposal 2. Salary Budget Proposal 3. Rental Budget Proposal 4. Variance on Outturn for current year 5. Variance on Budget Projections 6. Additional funding request form (if applicable) 7. Premises Applications for 2020
<p>*Mon 1st July</p>	<p>Financial Statements for previous year (signed by directors and auditor).</p>
<p>Tues 23rd July (17th working day)</p>	<p>FR, comprising</p> <ol style="list-style-type: none"> 1. June accounting return 2. June bank reconciliation statement 3. June bank statement 4. June Income and Expenditure

Tues 24th Sept (17th working day)	FR, comprising <ol style="list-style-type: none"> 1. Aug accounting return 2. Aug bank reconciliation statement 3. Aug bank statement 4. Aug Income and Expenditure
Mon 25th Nov (17th working day)	FR, comprising <ol style="list-style-type: none"> 1. Oct accounting return 2. Oct bank reconciliation statement 3. Oct bank statement 4. Oct Income & Expenditure

N.B. All returns both excel and pdf should be e-mailed to Financial Returns and all pdf copies signed.

*Financial Statements should be returned to the CRO at a time set down by that office.

Appendix 18 (A)

DPER Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds

This circular supersedes previous Department of Finance Circular 17/2010.

Please see relevant parts of DPER Circular 13/2014 for Grantees below. (See Circular in full on Infonet [here](#).)

Grantees

This Circular includes a new statement of principles for grantees, in respect of clarity, fairness, governance and value for money, in their management of and accountability for public funds.

Section 5: Grantee Responsibilities

21. Reporting:

The following provisions:

- (i) apply in full to grantees who return annual report and accounts
- (ii) apply insofar as possible (and in advance) in the case of once-off grants mentioned in Section 3, paragraph 11(j) as reporting requirements are required in the application process;
- (iii) apply insofar as possible to other grantees ³

Financial Statements

Grantees should submit their audited accounts to the grantor without delay after the end of the financial year. Where an Accounting Officer is satisfied, suitable financial statements are acceptable as an alternative (e.g. where audited accounts are not prepared). An Accounting Officer must, in this case, prepare a statement of such bodies outlining their level of expenditure, the rationale for not auditing accounts and seek DPER sanction. In the case of State Agencies, see the Code of Practice for the Governance of State Bodies for timing and other rules regarding submission of accounts.

³ This acknowledges that small community and voluntary groups will only have basic financial statements and receipts available as a basis for reporting.

Grantees must report in their financial statements; (a) Name of Grantor

The name of the grantor, specifying the exact title to be used in the report (e.g. Department of Environment, Community & Local Government, Health Service Executive etc.). Where the grant-making agency is not a Government Department e.g. Pobal, the sponsoring Government Department must also be recorded.

(b) Name of Grant

The actual name of the grant programme e.g. Rural Water Development Programme.

(c) Purpose of Grant

With reference to Section 3, paragraph 11 above, the purpose for which the funds are applied under the following headings:

- Pay and general administration
- Service provision / charitable activity
- specified others, including such expenditure as advertising, consultancy

(d) Accounting for Grants:

- (i) The amount and term of the total grant awarded;
- (ii) The amount of the grant taken to income in the current financial statements;
- (iii) Where (ii) above differs from the cash received in the relevant financial period, a table showing:
 - (a) The grant taken to income in the period
 - (b) The cash received in the period, and
 - (c) Any grant amounts deferred or due at the period end.

(e) Capital Grants

The amount of money provided and the conditions/milestones being used in relation to current and future instalments. Grantees should also provide an undertaking that the State's investment is protected and will not be used as security for any other activity without prior consultation with the parent Department and sanction of DPER.

(f) Employees

In a table accompanying the report, the number of employees whose total employee benefits (excluding employer pension costs) for the reporting period fell within each band of €10,000 from €60,000 upwards and an overall figure for total employer pension contributions. (This applies even if salaries are not being funded by the Exchequer).

(g) Restrictions

Whether and how the use of the grant is restricted (i.e. is it for a particular project, or for the delivery of a service)

(h) Tax Clearance

Whether compliant with relevant Circulars, including Circular 44/2006 "Tax Clearance Procedures Grants, Subsidies and Similar Type Payments".

22. Multiple Funding Sources

Where a grantee receives funds from more than one grant-making agency, please see

Section 3, paragraph 11(l) above regarding reporting requirements.

23. State Bodies

Where a service level agreement as cited above, and in the Code of Practice for the Governance of State Bodies, is in place between a Department and a Body, adherence to the terms of that agreement must be confirmed by that Body to the Grantor.

24. Vouched Expenditure

Grantees making claims for grant funding on the basis of vouched expenditure are required to state formally to their funders that:

- the invoices used to support their claims relate to activities and services appropriate to the grant scheme objectives,
- the amounts invoiced have been paid, and
- the invoices have not and will not be used in support of another claim for reimbursement from any other funder(s) (except as provided for in agreed joint-funding arrangements)

25. Financial Control

Grantees should be able to confirm that they have adequate financial control systems in place to manage granted funds.

26. Sectoral Compliance

The requirements of this Circular do not override existing Statutory or sectoral requirements.

Illustrative checklist for Grantees - This checklist is not exhaustive. Recipients of grants should consider operating a comprehensive checklist relevant for the grant funding for which they are accountable.

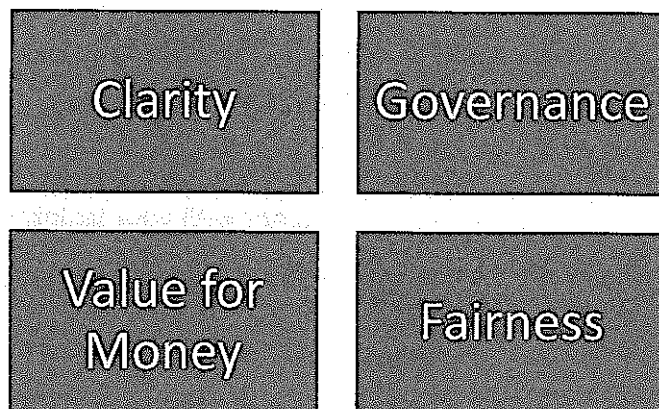
Grantor Checklist ✓			
Circular 13/2014	Y/N N/A	Action Required?	Ref.
Annual Estimates Have annual operating budgets for State Agencies been submitted?			18
Annual Reports Have end of year accounts or financial statements as appropriate been submitted to each grantor? Has the grantee, if involved in a multiple co-funding arrangement, informed all grantors if exchequer funding exceeds 50% of income?			21 22
Compliance Is all funding being used for the purpose intended?			21 (g)

Is a current Tax Clearance certificate in place where appropriate?			21(h)
For State Agencies, is confirmation of adherence to any service level agreement included with reports?			23
Is there compliance requirements in relation to vouched expenditure?			24
Is there an adequate financial control system in place?			25
Is there confirmation that other sector-specific guidelines/legislation have been adhered to?			26

Statement of Principles for Grantees

Are you in receipt of public funding?

This Statement outlines the 4 principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.



This Statement should be brought to the attention of every grant receiving body

If you are in receipt of Public Funding you should

<p style="text-align: center;">Clarity</p> <p>Understand the purpose and conditions of the funding and the outputs required</p> <p>Apply funding only for the business purposes for which they were provided</p> <p>Apply for funding drawdown only when required for business purposes</p> <p>Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements.</p>	<p style="text-align: center;">Governance</p> <p><i>Ensure appropriate governance arrangements are in place for:</i></p> <p>oversight and administration of funding</p> <p>control and safeguarding of funds from misuse, misappropriation and fraud</p> <p>accounting records which can provide, at any time, reliable financial information on the purpose, application and balance remaining of the public funding</p> <p>Accounting for the amount and source of the funding, its application and outputs/outcomes.</p>
<p style="text-align: center;">Value for Money</p> <p><i>Be in a position to provide evidence on</i></p> <p>effective use of funds</p> <p>value achieved in the application of funds</p> <p>avoidance of waste and extravagance</p>	<p style="text-align: center;">Fairness</p> <p>Manage public funds with the highest degree of honesty and integrity</p> <p>Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)</p> <p>Procure goods and services in a fair and transparent manner</p> <p>Act fairly, responsibly and openly in your dealings with your Grantor</p>

Appendix 18 (B)

DPER Circular 13/2014 Guidance Note & Reporting Requirements

Please see relevant parts of **Guidance Note & Reporting Requirements for Grantees** below. (See **Guidance Note in full on Infonet [here.](#)**)

Grantee

A grantee is the entity that receives the grant funding from the grantor in order to provide the activities or services appropriate to the grant scheme.

Part B

Grantee Requirements

Grantees should submit their audited financial statements to the grantor without delay after the end of the financial year.

Grantees must report in their financial statements;

1) Name of Grantor (Circular 13/2014 Section 5, subsection 21 (a))

The name of the grantor, specifying (e.g. Department of Environment, Community & Local Government). Where the grant-making agency is not a Government Department e.g. Pobal, the sponsoring Government Department must also be recorded.

2) Name of Grant (Circular 13/2014 Section 5, subsection 21 (b))

The actual name of the grant programme e.g. Rural Water Development Programme.

3) Purpose of Grant (Circular 13/2014 Section 5, subsection 21 (c))

The purpose for which the funds are applied under the following headings:

- a) Pay and general administration
- b) Service provision / charitable activity
- c) specified others, including such expenditure as advertising, consultancy etc.

4) Accounting for Grants (Circular 13/2014 Section 5, subsection 21 (d)) :

- a) The amount and term of the total grant awarded;
- b) The amount of the grant taken to income in the current financial statements;
- c) Where (b) immediately above differs from the cash received in the relevant financial period, a table showing:
 - (i) The grant taken to income in the period
 - (ii) The cash received in the period, and
 - (iii) Any grant amounts deferred or due at the period end.

5) Capital Grants (Circular 13/2014 Section 5, subsection 21 (e))

The amount of money provided and the conditions/milestones being used in relation to current and future instalments. Grantees should also provide an undertaking that the State's investment is protected and will not be used as

security for any other activity without prior consultation with the parent Department and sanction of DPÉR.

6) Employees (Circular 13/2014 Section 5, subsection 21 (f))

In a table accompanying the report, the number of employees whose total employee benefits (excluding employer pension costs) for the reporting period fell within each band of €10,000 from €60,000 upwards and an overall figure for total employer pension contributions. (This applies even if salaries are not being funded by the Exchequer).

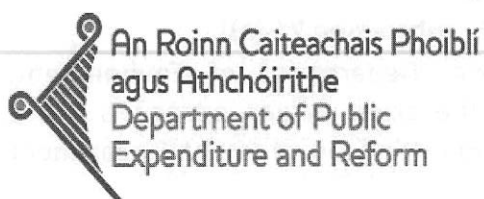
7) Restrictions (Circular 13/2014 Section 5, subsection 21 (g))

Whether and how the use of the grant is restricted (i.e. is it for a particular project, or for the delivery of a service)

8) Tax Clearance (Circular 13/2014 Section 5, subsection 21 (h))

Whether compliant with relevant Circulars, including Circular 44/2006 "Tax Clearance Procedures Grants, Subsidies and Similar Type Payments"

Statement of Principles for Grantees



Statement of Principles for Grantees

Are you in receipt of public funding?

This Statement outlines the 4 principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.

Clarity

Governance

Value for
Money

Fairness

This Statement should be brought to the attention of every grant receiving body

If you are in receipt of Public Funding you should

<p style="text-align: center;">Clarity</p> <p>Understand the purpose and conditions of the funding and the outputs required</p> <p>Apply funding only for the business purposes for which they were provided</p> <p>Apply for funding drawdown only when required for business purposes</p> <p>Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements.</p>	<p style="text-align: center;">Governance</p> <p><i>Ensure appropriate governance arrangements are in place for:</i></p> <p>oversight and administration of funding</p> <p>control and safeguarding of funds from misuse, misappropriation and fraud</p> <p>accounting records which can provide, at any time, reliable financial information on the purpose, application and balance remaining of the public funding</p> <p>Accounting for the amount and source of the funding, its application and outputs/outcomes.</p>
<p style="text-align: center;">Value for Money</p> <p><i>Be in a position to provide evidence on:</i></p> <p>effective use of funds</p> <p>value achieved in the application of funds</p> <p>avoidance of waste and extravagance</p>	<p style="text-align: center;">Fairness</p> <p>Manage public funds with the highest degree of honesty and integrity</p> <p>Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)</p> <p>Procure goods and services in a fair and transparent manner</p> <p>Act fairly, responsibly and openly in your dealings with your Grantor</p>

Appendix 19 Secondment Arrangements Accounting Procedures

The following is the accounting and budgeting procedure in relation to staff secondments:

Scenario:

Company A second one of its employees (John) to Company B.

Company A's accounting transactions:

Company A continues to pay John.

John is recorded on the salary sheets of Company A as normal.¹

On the Budget Proposal and Cash Budget Plan of Company A, under Other Income, a budget figure is entered to match John's full employment costs, i.e., salary, employer's PRSI and employer's Pension contribution.

Company A will send invoices to Company B for these costs and these will be recorded as Other Income throughout the year when payments are received from Company B. (Note: It is up to both companies to agree the billing frequency).

Company A may need to replace John with a backfill (Mary).

Mary is recorded on the salary sheets of Company A and this expense will appear as an additional Employee cost on the Budget Proposal and Cash Budget Plan of Company A.

Company B's accounting transactions

Company B will record the budgeted employment expense, associated with John under Project Payments Other in the Budget Proposal and Cash Budget Plan with the explanation/comment for the entry as "Secondment Expense".

No salary sheet is completed by Company B for John.

Company B enters the payments to Company A as "Reimbursement of Seconded Employee" in the Income & Expenditure under Project Payments Other.

General Notes

If a secondment arrangement is made during the year, after Cash Budget Plans have already been signed off, the billing arrangements outlined above should be followed. Generally, the payment received for the seconded employee will cover any backfill costs for Company A. Any savings made should be noted on the comment line next to Employee Costs. If the backfill costs are more, and Company A has not sufficient funding, an application for additional funding can be made to CIB.

Company B would normally request additional funding from CIB to pay for the seconded employee unless it has sufficient resources to meet the cost.

If the employee returns from Company B to Company A before the end of the period for which the secondment was recorded in the Cash Budget Plan (and no further income is being received from Company B), an application for additional funding to meet the employee cost to the end of the year may be made to CIB, but it would be

presumed that the backfill would no longer be required, so any additional costs should be minimal.

Company B, on the other hand, will show an underspend on Project Payments to the end of the year if it has no other secondment or new recruit.

1 If the secondment results in the employee of Company A working at a different salary scale while employed by Company B this is reflected in Company A's payroll and related records

N.B. All of the above presumes that the proper HR procedures have been followed by both companies and sanction has been received from CIB Operations Team – HR Executive for the secondment to proceed.

Travel and Subsistence (T&S)

It is recommended that all T&S costs for the person on secondment should be paid by the company which pays the salary. This is in line with the letter from the Department of Public Expenditure and Reform which was circulated to all delivery partner companies in November 2015 and is also attached herewith. Thus, Company A should pay John's T&S and recover these costs from Company B. This will ensure that both companies are aware of the level of expenses being claimed, the events covered, and that there is no inadvertent double claiming. Also, the accumulated mileage will all be recorded by one company. Vouched expenses should only be paid where the claim is supported by original receipts and not by copies.

Appendix 20 GLOSSARY OF ACCOUNTING TERMS

Accruals	Calculation at the end of a financial period/year for items that arose in the current year but will not be paid for or received until the following year. A list must be kept of accruals from year to year so that they can be traced into the following year's accounts.
Asset Register	This is a listing of all fixed assets recording cost, depreciation, serial numbers, location and other details.
Audit	An independent review of accounts, books and documentation by a qualified, registered auditor. The auditor will carry out an audit before issuing a statement to the effect that the accounts are accurate and reflect a true and fair view of the company's affairs.
Bank Reconciliation	This is a process for taking the bank balance from the books of accounts of NAS and reconciling and agreeing it with the bank statement balance.
Depreciation	The notional reduction in value of an asset as a result of wear and tear over the passage of time. The company's auditor usually calculates the depreciation charge for inclusion in accounts in line with accounting standards.
EFT	Electronic Funds Transfer. The term covers transactions associated with internet banking and electronic transfers by banks such as credit transfers and direct debit payments.
Fixed Assets	Fixed assets result from expenditure of a capital nature, i.e. items purchased that will last and be in use over a period of time, e.g. buildings, furniture, computers, white goods, etc.
Imprest System	A cash fund used to pay incidental expenses which are topped up periodically from the bank account to maintain the fund at an agreed level.
Prepayments	Amounts that are paid in advance and relate to the forthcoming financial period/year.
Variance	The difference between a budgeted amount and the actual amount recorded. Variances can be computed for both income and expenditure figures.
Virement	An administrative transfer of funds from one part of a budget to another.

SCHEDULE 3

CIB Roles in Relation to National Advocacy Service

Within the Citizens Information Board the following staff will have an active role in overseeing and supporting the Company:

Advocacy Executive: responsible for the day to day oversight and support of NAS. Expected to be the first point of contact between NAS and CIB.

Advocacy Manager: responsible for decision making regarding finance, staffing and service delivery changes on the recommendation of the Advocacy Executive. Deal with any performance issues at an initial stage.

Senior Manager: responsible for dealing with serious performance concerns or other issues that have not be able to be resolved at a lower level.

It is expected that from time to time other CIB staff will provide support and information to NAS on specific issues, for example*:

HR Executive: Oversight and approval of HR documents

Finance Executive: Oversight of financial returns

Facilities Executive: Support in relation to premises

PR and Promotions Executive: Support and oversight in relation to PR/Media.

Liaison Officer: Administrator who may attend NAS meetings as an observer only.

*Note: this list is not exhaustive.

The Advocacy Executive must be copied on all communications from NAS to CIB Operations and ICT Executives

SCHEDULE 4

Social Policy and Research: Protocol for Joint Working between CIB and NAS

1. Context

- The protocol acknowledges the Citizens Information Board's broad remit in relation to people with disabilities and the National Advocacy Services' (NAS) specific advocacy remit. The protocol also acknowledges the role of the CIB Board Social Policy and Research sub-committee in guiding the social policy contribution of CIB and its delivery services.
- The Protocol should be understood in the context of the Service Level Agreement between CIB and NAS and the CIB's statutory responsibility for advising the Minister for Employment Affairs and Social Protection in regard to policy, including social policy feedback. This includes the following relevant provisions:
 - The Board, in keeping with its statutory responsibility, will speak for NAS on matters of policy.
 - The Board may delegate that responsibility in full or in part to a third party where it deems it necessary to do so.
 - Where a request is made for a statement, clarification or expression of general NAS policy the entity requesting same shall be directed to the CIB PR Executive who is responsible for same.
 - Since CIB is the statutory body with ultimate responsibility for social policy feedback in regard to NAS, NAS will ensure that it has the sanction of the CIB Advocacy Executive for any or all submissions made or positions adopted on social policy matters.

2. Research and Social Policy Programme

- CIB and NAS will jointly develop social policy and research priorities based on areas identified by NAS and CIB as requiring further exploration and development, contingent on available budget and resources
- Where social policy issues or areas requiring research arise outside of these agreed priorities and where it would be appropriate for NAS to make an input, this will be done in conjunction with CIB.
- Any research to be undertaken will be agreed jointly.

Policy Submissions

- NAS feedback will inform CIB policy submissions on disability matters (as the timeframe for drafting submissions in response to public consultations and calls from government departments, working groups etc. is usually quite short - this will require that NAS input is provided on a timely basis to allow for submissions to be made within deadlines)

- CIB and NAS will work jointly on submissions when deemed appropriate - such submissions will be made through CIB unless agreed otherwise.
- Should NAS wish to make its own submissions on related concerns and issues, along with the approval of the NAS Board, these will be agreed and submitted to CIB for review prior to submission.

4. Joint working

- A Joint CIB/NAS approach will be taken to:
 - Identify processes for collating NAS feedback and input into the formulation of policy perspectives
 - Discuss possible research and policy submissions
 - Ensure complementarity between the work of the NAS sub-committee on social policy issues, the CIB Board subcommittee and the CIB social policy and research service

5. Data Collection

- NAS will develop ongoing data collection mechanisms via Advocacycase.ie in relation to case evidence to inform the identification of trends/issues in relation to policy related concerns.

6. Engaging with the Policy Makers

- Informed by 1 to 5 above, NAS will actively engage with policy makers and relevant policy-making forums.
- The CIB will be kept informed by NAS on relevant engagements, forums and related issues.
- As required and appropriate, NAS will speak publicly on policy matters and related issues arising from the casework, ensuring that the CIB PR and Promotions Executive is kept informed of all such instances, in line with the PR Guidelines for Funded Services.

SCHEDULE 5

NAS Employer Handbook / NAS Staff Handbook

The document may be amended, revised, replaced and updated from time to time by CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

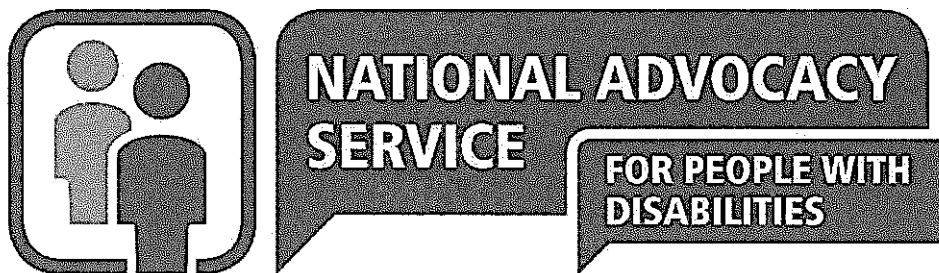


NASEmployer.gdl
HRHandbook.FINAL



NASStaffHandbook
Jun2014.mfFINAL.dc

**NOTE CHANGE TO TRAVEL & SUBS
22/07/2015**



**National Advocacy Service for
People with Disabilities**

Employer Handbook

2014

Final – Version 5

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1 INTRODUCTION

This is the third edition of the Employers Handbook. It has updated the earlier edition by taking account of changes in employment law, recommendations on good practice, and Citizens Information Board requirements (in Italics).

The Handbook provides information on the legal requirements of an employer, and good practice and procedures to follow in the employer/employee relationship. It provides templates for, contracts of employment as well as staff record forms, e.g. time recording; parental leave confirmation; sick leave self-certification, etc.

Since the issuing of the previous edition of this Handbook, the National Employment Rights Authority (NERA) has been established. Its objective is 'to promote, encourage and secure compliance with employment legislation'¹. This handbook makes reference to NERA and to its requirements of employers regarding record keeping. NERA is responsible for monitoring a range of employment rights in Ireland through its Inspection Service. Inspections can arise as a result of complaints of alleged breaches of employment rights or of targeted inspection campaigns or of routine enquiries.

Changes in legislation will take place and updates will be sent out as new information becomes available.

This handbook is not a definitive guide to employment law. Advice should be sought where necessary by contacting the appointed HR Advisers, currently Graphite/ Peninsula. CIB support to the Board of NAS in the area of HR is set out on pages 8 and 9 of this Handbook.

The Board is required to adopt the policies and procedures contained in this handbook in relation to its CIB funded employees. Adoption and implementation of the policies and practices set out in the handbook will assist Boards in meeting their obligations under the various pieces of employment legislation and in ensuring that their employees' rights are protected.

2013

¹ Employment Law Compliance Bill, 2008, Part 2, s.6(2).

HR SUPPORT PROVIDED BY CIB TO NAS

A number of HR supports are provided to the Boards of its delivery partner companies by the Citizens Information Board. These are set out below.

1. The Employer and Staff Handbooks

CIB provides the organisations it funds with an **Employer Handbook** and with a Staff Handbook for their employees. The Employer Handbook provides the Board of Directors of funded companies with information in relation to:

- recruitment and selection procedures
- the legal requirements of an employer, i.e. organisation of working time; health and safety; protective leaves (maternity, adoptive, carers, parental) etc.
- good practice and procedures to follow in the employer/employee relationship, for example in the case of PMDS; disciplinary matters; etc.

Citizens Information Board requirements of the organisations it funds in relation to CIB funded posts are set out in the Employer Handbook.

The Handbook is updated as new information becomes available in accordance with changes in legislation. It is not intended to be a definitive guide to employment law and delivery partners are recommended to seek advice where necessary.

CIB also provides its delivery partners with templates for job advertisements, job descriptions, person specifications, shortlisting and interview assessment sheets, template letters for use during a recruitment process and template contracts of employment for both temporary and permanent posts.

The **Staff Handbook** forms part of each employee's contract of employment. The aim of the handbook is to advise each employee of their terms and conditions, e.g. hours of work, remuneration, annual leave, etc. It sets out the organisations HR policies and procedures, e.g. health and safety, sick leave policy, disciplinary procedure, etc. Employees should be advised to familiarise themselves with the contents of the handbook so that they understand how it applies to them.

Employee Assistance Programme: The CIB funds an Employee Assistance Programme which is available to employees of delivery partner companies and their families.

2. HR Support and Advice

In dealing with personnel matters that may occur, the Boards of CIB funded companies have direct access to HR advice from Graphite/ Peninsula.

This support might range from advice in relation to :

- fixed-term/specified purpose contracts and issues around renewal
- procedures laid out in the Employer Handbook for the management of employee relations;
- provision of ongoing support in the event that a Board encounters a HR matter which necessitates following procedures set out in the Employer Handbook, i.e. to deal with an allegation of bullying or a grievance or disciplinary matter.
- attendance at conciliation between Board and employee(s)
- meeting with Board / HR Sub-Committee to discuss options

-
- advice in relation to correspondence with employees, third parties, i.e. solicitors, third party institutions
 - Assistance with preparation of submissions to third parties institutions
 - Representation of Boards at third party hearings.

SECTION 1: PERSONNEL POLICIES AND PROCEDURES

This handbook details a number of personnel policies and procedures. These include:

1.1 RECRUITMENT POLICY

The organisation aims to provide efficient quality services to all of its clients and believes that the achievement of this aim is dependent on its staff.

Accordingly, our organisation is committed to recruiting the right people into the right job at the right time in a fair, consistent and cost-effective manner. In furtherance of this, it undertakes to ensure all appointments and promotions are made on the basis of clear and justifiable job-related criteria. In accordance with its equal opportunity policy the organisation aims to recruit the best person for the job irrespective of colour, race, ethnic or national origin, gender, civil status, age, disability, sexual orientation, religion or membership of the Traveller Community as per the provisions of the Employment Equality Acts, 1998-2008.

Recruitment and selection procedures and processes are dealt with in detail in Section 2.

1.2 OPEN DOOR POLICY

The organisation's employees should be encouraged to discuss openly any questions or issues they may have with their Line Manager. Where a problem relates to the Line Manager, an employee should discuss the matter with the Chairperson, member of the HR Committee of the Board of Directors or with a Board member. The 'Open Door Policy' ensures that all employees have access to their Line Manager who is the first port of call regarding any issues. Should the Line Manager need clarification on any issues they should contact their Chairperson.

1.3 EQUAL OPPORTUNITIES POLICY

The organisation seeks to promote a model where the workplace is free from discrimination and harassment. The Employment Equality Acts 1998 – 2008 and the Equal Status Acts 2000 and 2004 prohibit discrimination on the following grounds: gender, civil and family status, sexual orientation, religion, race, age, disability and membership of the Traveller community. The Acts promote equality, prohibit certain kinds of discrimination and prohibit sexual harassment and harassment on the nine discriminatory grounds.

Every encouragement should be given to employees to develop their full potential.

Employment opportunities are open to all qualified applicants solely on the basis of their experience, aptitude, abilities and qualifications as demonstrated at interview. Promotion shall be through open competition, based entirely on the individual's achievement, performance, ability, aptitude and potential for promotion. Training is and shall be equally available to all staff, where training needs have been identified to ensure job performance. Payment and conditions are and shall be equitably applied to all staff for like work.

See Equal Opportunities Policy at **Appendix A**.

1.4 PERSONNEL POLICY

The organisation's most valuable asset is its staff. The organisation's aim is both to fulfil its legal requirements as an employer and also to be a model of good

employment practice. Every staff member has a vital role to play in furthering these aims. The organisation aims to give staff clarity around their role, their reporting relationships and their responsibility and authority.

The organisation seeks to maintain good communication with all staff members and their representatives and is interested in the well-being of staff. Education, research, innovation and enterprise amongst its staff are encouraged.

The organisation is committed to being fair and caring towards its staff by:

- Ensuring every staff member is treated with courtesy and respect
- Ensuring all members of staff understand what is expected of them, with regular and individual discussion of their performance
- Encouraging and supporting staff to carry out their work to a high standard and to advise themselves about their health, safety and welfare
- Encouraging personal development and good teamwork.
- Encouraging innovative ideas amongst staff.

In turn, employees are expected to:

- Be fully committed to their work
- Observe the highest professional standards
- Assist in the implementation of the organisation's work programmes in accordance with the organisation's workplans
- Co-operate, in a respectful and courteous manner, with other members of staff
- Provide the best possible service and
- Observe confidentiality where appropriate.

1.5 JOB SHARING / WORK SHARING

Any member of staff serving in a full-time permanent capacity is eligible to apply for job/work sharing. The job being considered must be a single full-time job and be appropriate for such an arrangement. The recommendation of the Line Manager is required for a job/work sharing proposal to be considered and the proposal must be approved by the Board. The Board will take into account all relevant organisational needs and requirements when dealing with such requests. The Line Manager should apply directly to the Board.

Job/work sharing requests will be considered on condition that its purpose is one of the following:

- Personal reasons – specified responsibilities or choices of an applicant, including child rearing
- Educational purposes
- Self employment

-
- Assisting in the transition to retirement.

The minimum period for which a person may opt to job/work share is one year at which time the arrangement will be reviewed. Staff do not have an entitlement to have a work sharing arrangement made permanent. Permanent work sharers do not have an automatic entitlement to revert back to their original working arrangement.

Working hours will be determined by the nature of the job and by agreement with the Line Manager and the Board and will be 50% of the full-time function at the same grade. The scale of pay will reflect 50% of the full-time function at the same grade. Annual leave entitlements will also apply on a pro-rata basis. Superannuation contributions and therefore reckonable service are also adjusted accordingly.

Maternity leave will also apply on a pro rata basis. Job/work sharing may affect social insurance benefits. For more detail refer to www.welfare.ie (SW 105 leaflet).

Job-sharing staff seeking to revert to full-time work arrangements must apply accordingly through the Line Manager to the Board, or in the Line Manager's case, directly to the Board. Such applications will be considered in the light of existing staffing arrangements and operational needs.

1.6 HOME TO WORK TRAVEL

Employees are responsible for making their own arrangements for travelling to and from work.

1.7 TIMEKEEPING

Employees will appreciate the importance to the organisation of timekeeping and understand that they are expected to start at normal starting time. The company attaches great importance to punctuality. Timekeeping is a matter of self-discipline and a major yardstick in the assessment of each employee's personal performance.

Persistent lateness or non-attendance is a serious offence, because of the disrupting effect on the employee's colleagues and the bad impression it creates for the organisation. Disciplinary action will be taken against latecomers.

1.8 MEDICAL EXAMINATIONS

At any time during employment employees may be required to undergo a medical examination. If a request is made, the Line Manager, will explain the reasons for this. Any medical expense will be borne by the organisation. In general the reason for requesting employees to seek medical examination would be to establish if the employee is fit for work.

1.9 TELEPHONES

Personal Mobile Phones: The organisation understands that mobile phones have become an integral part of modern day living and in general we do not have a problem with our staff using their personal mobile phones on a limited basis during the working day. Please set your phone on discreet or silent. The making or taking of personal calls during office hours must be limited to situations of particular necessity/emergency. The use of private phones must not interfere with the day to day running of our business or become a nuisance to customers or colleagues. The law must be observed at all times as regards the use of mobile phones.

Business Mobile Phones: Where an employee is issued with a mobile phone by the organisation, the mobile phone is issued for the purpose of conducting the organisation's business. The phone and ancillary fittings are the property of the

organisation. Employees issued with a mobile phone are responsible for the safekeeping of the phone and ancillary equipment. The phone may only be used by staff. All non-work related calls must be paid for in full by the staff member issued with the mobile phone. The staff member issued with the mobile phone is responsible for all calls or messages sent from the phone. Premium charge services must not be used unless absolutely necessary. Mobile phones must be used in a safe and courteous manner. Do not use your mobile phone while driving unless using a car kit or a hands free kit and preferably pull over and stop your car to take calls. Keep your PIN number and PUK code in a secure place. Use the 'Password' function to prevent calls being made in error. In the event of the phone being stolen or lost, please inform the Line Manager/Chair of the Board immediately.

Landlines: It is recognized that there may be occasions where it may be necessary for an employee to make or take a private telephone call during their hours of work. The number and duration of these calls must be kept to a minimum. Only local calls can be made using the organisation's landlines and under no circumstances are premium calls to be made.

1.10 GIFTS

No gifts should be accepted by personnel in respect of their work in the organisation as the primary objective of the service is to provide a free and confidential service to clients.

1.11 STANDARD OF DRESS POLICY

In general, we will encounter members of the public during the course of our work. It is therefore important that all employees present a professional image in respect of their appearance and standard of dress. Body piercings, jewellery and tattoos must be discrete.

As we work in close contact with other colleagues and clients, it is of the utmost importance that a high standard of personal hygiene is maintained.

1.12 COLLECTIONS AND LOTTERIES

Collections, lotteries, raffles, balloting for prizes and the sale of tickets in connection with such ventures are not to be undertaken on the organisation's premises without the express advance permission of the Line Manager.

1.13 WASTAGE

The organisation maintains a policy of minimum waste which is essential to the cost effective and efficient managing of all our operations whilst also being environmentally friendly.

We are all able to promote this policy by taking extra care during our normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. and the following points are illustrations of this:

- Handle machines, equipment, tools and stock with care
- Turn off any unnecessary lighting and heating
- Keep doors closed whenever possible
- Do not allow taps to drip
- Print on black and white and on both sides of the page where possible.

1.14 TRADE UNION MEMBERSHIP

The organisation recognises the Services Industrial and Professional Trade Union (SIPTU) as having the sole negotiating rights for the grades of employees covered by this handbook and confirms the right of any employee to join SIPTU or other union.

1.15 RETIREMENT POLICY

It is the policy of the organisation that the normal retirement age for employees is 65 years. However, employees have the option to remain in the employ of the organisation until they reach 66 years. Should an employee choose to remain until s/he reaches 66 years of age, s/he should notify their employer 6 months in advance of their 65th birthday. See also 4.10, Retirement Planning.

The Retirement Planning Council of Ireland runs regular retirement courses which cover areas such as the financial implications of retirement, social welfare and other entitlements, health and lifestyle issues and coping with change in relationships. The cost of one pre-retirement course run by the Retirement Planning Council of Ireland will be borne by the organisation for each employee within three years of their planned retirement.

1.16 LEAVING THE ORGANISATION

Employees are required to give the period of notice specified in their contract of employment when they leave the organization (normally one month).

Notice of the employee's intention to leave must be given in writing to the Line Manager.

All items provided to assist in the performance of the job remain the property of the organization at all times and must be promptly returned in good condition when an employee leaves. This includes keys, badges, training materials and similar items.

Employees may be asked to sign an employment termination form confirming all details mentioned above and agreeing to any outstanding adjustments to the final payroll issue. Sample form is available at **Appendix R**.

Where applicable, an employee who is leaving may be asked to help any replacement staff to become familiar with the job, the people they will be dealing with and the routine of the office.

It is the policy of the organization to supply written confirmation of your employment with the organisation, e.g. position held and dates of employment or to provide references if requested.

1.17 BOARD STAFF SUB-COMMITTEE

Establishing a Board sub-committee to deal exclusively with staff and human resource matters as they arise has been found to be a very effective way of managing HR and employee relations matters within the organisation. Typically this sub-committee will comprise of the Line Manager and two-three Board members. An external person could also be a member of this sub-committee if particular expertise was required.

The sub-committee is put in place to oversee staff and HR matters and to deal with particular HR issues as they arise (e.g. oversee recruitment and selection initiatives, handle any grievance or disciplinary matters, oversee the implementation of the

organisation's Staff Handbook etc). The staff sub-committee reports to the Board, giving updates on matters dealt with as required.

*Draft Terms of Reference for a Staff Sub-Committee are provided in **Appendix C.***

SECTION 2: PERSONNEL RECORDS

2.1 RECORDS REQUIRED UNDER STATUTE

There are obligations on Employers to retain records relating to the employment conditions of their employees. The monitoring of compliance with these obligations is one of the functions of the Inspector Service of the National Employment Rights Authority (NERA). The records an employer must keep and make available to a NERA Inspector if required, are:

- Terms of employment, i.e. contract of employment, must be issued to an employee within two months of commencement of employment and a copy of the signed document retained on the employee's personnel file. An employee must receive written notification of any variation to the contract of employment. Records of date of commencement of employment and date of termination as well as details of job classification (job description) of each employee must be maintained. The statement of terms and conditions of an employee must be retained for the duration of the employment and for one year thereafter.
- Copies of payslips and payroll details for each employee. See s.4 Payment of Wages Act, 1991.
- Details of employees' PPS numbers and of their names and addresses
- Details of days and total hours worked in each week by each employee, details of start and finish times, breaks², annual leave and public holiday entitlements. These records must be retained for a period of 3 years.
- Details of annual leave taken by an employee as well as public holidays and payment received in respect of that leave
- Details of any additional days pay paid to an employee in lieu of a public holiday entitlement
- Information in relation to the employment of young persons. See s.15 Protection of Young Persons (Employment) Act, 1996.
- Details in relation to Maternity Leave – notification of employee's intention to take maternity leave, additional maternity leave and intention to return to work; dates of commencement of the leave and return to work; health and safety certificate (if applicable); record of payments made to an employee during maternity leave and health and safety leave; record of annual leave and public holiday benefits which employees accrue during both maternity and additional maternity leave.
- Adoptive Leave – all records to be retained including notification of employee's intention to take adoptive leave and additional adoptive leave; notification of appointments to attend preparation classes and pre-adoption meetings; expected date of placement, together with a certificate of placement and a copy of the declaration of suitability, where applicable; notification of return to work; annual leave and public holiday benefits which

² See also in this Handbook, Section 4 – General Conditions of Employment

employees accrue during both adoptive leave and additional adoptive leave.

- Details in relation to Carer's Leave –copy of Confirmation Document specifying the date the leave will begin; the duration; and the manner in which it will be taken. Entitlement to holidays accruing during the first 13 weeks of the leave should also be recorded. These records to be retained for eight years. Copies of notices required by the Carer's Leave Act, 2001, s.31, must be retained for three years.
- Parental Leave – written notice of intention to take parental leave stating date on which employee proposes to commence leave; duration of leave; manner in which the employee proposes to take the leave; employee's signature.
- Details of Employment Permits of non-EEA nationals – the employment concerned; the economic sector in which the work is being performed; the duration of the employment and particulars of the permit in relation to the foreign national to whom the employment permit has been granted.
- Any document which would be necessary to demonstrate compliance with employment rights legislation

2.2 RECORD KEEPING TO ENSURE BEST PRACTICE

Personnel files must be maintained in relation to each member of staff of the organisation and include records relating to

- application for the post,
- references received from previous employers and personal references,
- contract of employment and attached undertakings,
- written record of any amendments to an employee's contract,
- record of employee having received and read a copy of the Staff Handbook signed by each employee,
- personal information (e.g. next of kin), contact details, current address

It is recommended that CIB delivery partner employers seek sight of employees' original birth certificate on the employee joining the organisation's Pension Scheme to verify date of birth and note date of retirement.

It is imperative that these records are kept up to date and staff should be reminded from time to time that it is the responsibility of each staff member to inform the Line Manager of any change in their personal status that may be relevant.

Staff have the right, under the Data Protection Legislation, 1998 to 2003, to view their personnel file on request to the Line Manager.

*Personnel Record Forms at **Appendix K** fulfil the requirements in relation to records of working hours, annual leave, maternity leave, parental leave, force majeure leave.*

SECTION 3: RECRUITMENT AND SELECTION

3.1 OVERVIEW

Recruitment of staff is an important part of the work of any organisation and it is the responsibility of the Board of the organisation to carry out all recruitment processes in line with good practice, the organisation's Equal Opportunities policy (see **Appendix A**) and to recruit and appoint the best candidate for any position that arises.

In the case of CIB funded posts, Boards must comply with CIB requirements. These requirements, as they relate to recruitment, are highlighted in boxed text below.

CIB Requirements in respect of Recruitment/Selection

- The Board of Directors must consult with CIB regarding the recruitment of staff, both to permanent posts and to posts greater than three months in duration.
- Before beginning the recruitment process to fill a Citizens Information Board approved post, Boards must obtain authorisation in writing from the Citizens Information Board
- All permanent CIB funded posts are to be filled through open competition
- A person cannot hold two posts at different grades, where one of the grades has a supervisory role over the other, e.g. Line Manager/Information Officer or Line Manager/Administrator)
- Recruitment advertisements must be approved by CIB before being placed in the newspapers or on websites
- The Citizens Information Board must be represented on every recruitment panel
- Provide CIB with a copy of the proposed contract of employment prior to its issue to a prospective employee
- Successful applicants for CIB funded posts will commence on point one of the relevant salary scale unless assessment of incremental credit determines otherwise

Requirements in respect of contracts of employment are highlighted in boxed text at 3.19 below.

The recruitment materials listed below are available to the Board of NAS for each NAS post, from HR & Governance, CIB, as required:

- Draft Advertisement
- Job Description/Person Specification
- Application Form
- Competencies for the post
- Shortlisting Assessment Form and overall Shortlist Score Record Sheet

-
- Draft interview questions
 - Interview Assessment Form and overall Interview Score Record Sheet
 - Template letters inviting candidates for interview; notifying candidates that they will not be called for interview; post-interview regret letters; request for reference as well as letter to respond to applicants who request feedback on their application.

The Board may delegate responsibility for staff recruitment to a sub-group or panel of the Board. Those involved in the recruitment process should have the necessary skills and experience for the task. The following guidelines should prove useful when recruiting.

Before beginning the recruitment process to fill a Citizens Information Board approved post, Boards must obtain authorisation, in writing from the Citizens Information Board.

The positions listed below are Citizens Information Board approved posts, Development Manager, Advocacy Support Worker, Information Officer, Administrator, Regional Advocacy Manager, Senior Advocate, Advocate, NAS Administrator (NOTE: each of these posts are at different grades).

A person cannot hold two posts at different grades, where one of the grades has a supervisory role over the other, e.g. Line Manager/Information Officer or Line Manager/Administrator).

All permanent CIB funded posts are to be filled through open competition.

Recruitment to permanent posts should be made from the widest possible field. Positions should be advertised internally and externally, using appropriate newspapers and websites.

In exceptional circumstances a staff vacancy may be filled by alternative arrangements. The authorisation of the Citizens Information Board will be required in such circumstances. Selection is based purely on suitability for the vacant post.

Where short-term or temporary vacancies occur, the Board may authorise a more localised recruitment procedure. The Board may also authorise the 'acting-up' of an existing staff member for short-term vacancies where appropriate, providing that the staff member can demonstrate at interview that s/he meets the criteria laid out in the relevant person specification.

The selection process for filling positions will be based on a pre-determined and relevant job description and competency based job selection criteria. Candidates will be assessed equally and fairly, and selected only on merit.

Work Placement / Work Experience

From time to time the organisation employs students to complete a specific project on a work placement agreement. The placement is typically arranged through the relevant college or institution. Students are typically paid a stipend to cover their expenses, which is agreed between the organisation, the student and the college.

Second level students may, from time to time, request work experience placement in the organisation. These placements, usually unpaid, are also arranged in conjunction with the student's school and are typically clerical in nature.³

Insurance cover for work placement or work experience staff must be provided by their school or college.

3.2 JOB DESCRIPTIONS

Within the National Advocacy Service for People with Disabilities there are a number of permanent posts: National Manager, Regional Advocacy Manager, Senior Advocate, Advocate and NAS Administrator. All of these posts have distinct duties and responsibilities, pay, hours of work, holidays, etc. Providing a job description ensures that the employee is familiar with the day-to-day nature of the work he/she will perform.

Standard Job Descriptions for all NAS posts are available from CIB, HR & Governance

3.3 PERSON SPECIFICATION

A person specification outlines the educational qualifications, knowledge, skills and experience a person would need to have to be adequately equipped to perform the duties and responsibilities identified in the job description. The main requirements necessary for the role can be taken from the job description under the headings of qualifications/attainments, experience and special aptitudes. To comply with current legislation they should be specific and relate solely to the job and objective.

Standard Person Specifications are available from CIB, HR & Governance

3.4 ADVERTISING

CIB funded Companies are required to advertise widely all permanent positions and can do so through their local or regional newspaper and/or through the Citizens Information Board, Solas (FÁS) and Activelink websites. Relying on word of mouth can lead to allegations of discrimination. All applicants should be channelled through the recruitment process.

The organisation must adopt a consistent, non-discriminatory approach to the advertising of vacancies. All applicants who apply for jobs within NAS will receive fair treatment and will be considered solely on their ability to do the job.

Current legislation makes it an offence to advertise job vacancies which discriminate on any of the nine grounds listed in Equality legislation (age, gender, sexual orientation, civil status, family status, religion, race, membership of the Traveller community and disability), whether intentional or not.

Note: Job advertisements should not specify that the candidate is required to have a driver's license, or possess a car, but rather the advert could stipulate 'access to transport is required'. This should only be included when transport is actually required for the job.

³ The website of the Department of Enterprise, Trade & Innovation has a Guide for Employers and Employees in relation to the employment of those under 18.

Approval, in writing, must be sought from the Citizens Information Board representative before any advertisement is placed.

Standard Advertisements for posts are available from the HR & Governance section in CIB.

3.5 JOB APPLICATION FORMS

Application forms specific to each post are available from CIB. It is recommended that an application form specific to the post being advertised is used rather than candidates sending in CVs. The application form contains questions specific to the post. The questions are related to the competencies required for the post. Using the application form means that the selection panel have the relevant information presented to them in the same format from each candidate which simplifies the shortlisting process.

The application form can be uploaded on the websites used for advertising the post. This allows applicants to download the form themselves which minimises the recruitment-related work of the NAS Administrator.

The job description/person specification for the post should be made available to applicants along with the application form. These can also be uploaded on websites on which the post is being advertised.

3.6 THE SELECTION PROCESS

The objective of the recruitment and selection policies is the appointment of the most suitable person for a given post, based on the competencies required for the post. A fundamental part of the process is to ensure that standards of fairness and equality are maintained.

Those involved in the recruitment process should periodically review the selection criteria used to ensure that they are related to the job requirements and do not discriminate against prospective candidates.

More than one person must carry out short listing and interviewing. (See below for more details on the recruitment panel). Interview questions will be related to the competencies required for the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff.

3.7 THE RECRUITING PANEL

A recruitment panel must be assembled to carry out each recruitment. One option is to put together a Board sub-group that can deal with recruitment (this could be the staff sub-committee; see Section 1.11). If this is not appropriate a new panel must be assembled for each recruitment process. Recruitment panels usually will consist of the Line Manager, one Board member and a person, external to the organisation, who has expertise in this area. Panels must be of mixed gender. It is recommended that there would be a minimum of three (3) and a maximum of (4) people on the panel. Those involved in shortlisting and interviewing should have the necessary skills and experience for the task.

The Citizens Information Board must be represented on every recruitment panel.

When recruiting for the posts of Information Officer, Advocacy Support Worker or Administrator or Advocate/Senior Advocate/NAS Administrator the recruitment panel could consist of the Line Manager and at least one member selected from the Board, or Board sub-group, and a Citizens Information Board representative. When recruiting a Line Manager the panel could consist of two Board members and a person, external to the organisation who has expertise in this area. *The Citizens Information Board must be represented on every recruitment panel.* Panels should be of mixed gender.

The Board of the organisation delegates the duty of recruitment to the recruitment panel and will accept in writing the recommendation of the panel.

Members of the recruiting panel must be provided with all relevant short listing and interview materials well in advance of the short listing and interview processes.

Under the direction of the Chair of the selection panel, a panel needs to undertake several roles, i.e. planning, agreeing timetable, shortlisting, interviewing, reference checking.

The Chair of the panel should allocate responsibilities to members of the panel. Such responsibilities include:

- Allocation of roles
- Communication with candidates
- Finalizing of selection materials
- Follow up with referees
- Ownership of records

Planning the Selection Process

The selection panel should review the job description and person specification along with the list of required competencies for the post to ensure a clear understanding of what is required.

- Agree competencies required for the position
- Weight competencies as appropriate
- Agree scoring /rating system
- Agree qualifying score
- Determine in advance of shortlisting whether all candidates reaching the qualifying score will be invited for interview or if a set number of candidates will be invited. The number of candidates called for interview will determine whether one or more days will need to be set aside to interview candidates. Where interviews are to be conducted in one day, it is suggested that a maximum of 8 candidates is shortlisted. Whichever approach is taken, it must be agreed and documented in advance of the shortlisting process so that it is seen to be fair and transparent.
- Agree how requests to change interview date/time will be handled.

Shortlisting and interview materials specific to each post are available from the HR & Governance section in CIB.

3.8 SHORTLISTING CANDIDATES

Where a large number of people apply it is usually impracticable to interview all applicants so short listing must be carried out. Each application should be studied and matched against the competencies required for the post. Only those who best match the job requirements should be invited for interview.

Where possible, the short listing and interview panel should be the same.

To make the shortlisting process as effective and fair as possible, it is advised that each panel member carry out the short listing of candidates for interview prior to the panel meeting to discuss the candidates

Each panel member should examine each application and score it using a shortlist assessment sheet.

Shortlist assessment sheets for each post are available from CIB, HR & Governance.

The following guidelines should be used:

- Short listing should be done using job related competencies only; (e.g. essential skills and qualifications, desirable skills and qualifications)
- The job related competencies should be applied to all applicants in a fair and consistent manner
- The competencies for the post, drawn from the person specification and job description are to be used as the most accurate tool in short listing.

Where a panel member is related to or knows a candidate well, they must inform the other panel members. A rigorous shortlisting process with clear criteria and scoring will ensure that no individual bias should affect the outcome. Short listing is done to match the applicant's skills and experience, as shown on the application form, with the requirements for the post.

Shortlisting Assessment Form: Shortlisting should be carried out using an assessment form with criteria based on the competencies required for the post. The template shortlisting assessment form available from CIB includes suggested scores and a rating system. If an organisation wishes to amend this to suit their particular requirements, the panel must agree in advance of shortlisting the scores which will attach to each criterion and the rating system to be used.

Having scored candidates individually, the panel should then come together to agree the final shortlist of candidates for interview. Those candidates deemed to be well below the 'qualifying' score by all panel members will not need to be discussed in detail, however an agreed score should be recorded. Equally, those candidates who scored very highly by all panel members may be deemed to be suitable for interview without detailed discussion, but with an agreed score being recorded. The main emphasis of the panel's discussion should be on candidates who fall into the mid-range of scores and where it will be necessary for the panel to reach an agreed score before deciding whether to call to interview or not. **One agreed score sheet for all candidates must be completed and signed by all panel members.** Where a panel member changes his/her original rating, the reason for the change should be recorded – bullet points will suffice.

It is important to record the discussion on the evaluation of the candidates by the selection panel. There needs to be some explanation of the score recorded, i.e. in bullet points.

Individual marking sheets should be retained along with the agreed sheet signed by all panel members.

Following agreement of a shortlist, candidates will be invited to interview. Invitations to interview should be sent out 7-10 days in advance of the interview. Candidates

should be asked to confirm that they will attend and to notify a named person if they have any special requirements in respect of the interview.

Feedback: Candidates can avail of Equality and Data Protection legislation to access information on the recruitment process.

Candidates not called for interview may seek feedback. It is recommended that one panel member be nominated to provide this feedback to unsuccessful candidates. A transparent shortlisting process with clear criteria used together with a fair marking system and good records will enable the feedback process.

After the initial screening of the applications received, a regret letter should be sent to those people who are not called to interview.

Sample Regret Letter for candidates is available from HR & Governance, CIB.

Written records of assessment of candidates, along with all regret letters and application forms should be filed together in a file created for the specific vacancy, ensuring that the reasons for rejecting the applicant have been recorded. These records should be retained for a period of 18 months.

3.9 INTERVIEW PROCESS

An interview has a two-fold purpose:

- **To find out whether the applicant would be suitable for the job**
The interviewers should initially compare the requirements of the job with the candidate's application form, noting in particular any apparent strengths or weaknesses in the applicant's background and satisfy themselves through the interview that the candidate has the competencies required for the position.
- **To give the applicant information about the job and the organisation**
The interviewers should have available full details of the job and the related conditions, i.e. wages, hours, holidays, sick pay, pension, promotion prospects, etc.

When arranging the timing of the interviews, keep in mind that some candidates may have to travel a distance to attend (do not schedule their interview too early or too late in the day).

Ensure all candidates are given the same chance to demonstrate their abilities or potential abilities and that different standards are not applied. This is easy to achieve by simply 'weighting' the interview areas i.e. assign more marks to areas that are more important and putting the same questions to all candidates

Sample Interview Assessment Sheets are available from HR & Governance, CIB.

3.10 CARRYING OUT INTERVIEWS

Preparation

- Agree Chairperson of the panel
- Agree role of each panel member, e.g. note taking, feedback following interviews, etc
- Specific areas of questioning to be allocated to panel members
- Agree who will meet candidates and escort them to the interview roomj

-
- Who will follow up on references
 - Who will inform the successful candidate following interviews

The panel should:

- Fully understand the selection criteria and be familiar with interview materials including scoring/rating methods to be used
- Understand their role in the interview process, e.g. what areas they will be questioning and how much time they have per area
- Be familiar with candidates' applications in advance of interviewing.

The interview should take place in accessible premises, free from interruptions and disturbances. Ensure there is an appropriate waiting area for candidates. Be aware that interviews may run over time or candidates arrive early so a number of candidates may need to be accommodated in the waiting area at one time.

Ensure the interviewers are clearly informed of the relevant selection criteria and the need for their fair and consistent application and have been given guidance/training on sound selection procedure.

Interview Format

The interviewers should:

- Be punctual
- Same format/length for each interview (45 minutes recommended), with 15 minutes for discussion, turnaround of candidates
- Chair introduce panel and explain the format (interview length, note-taking, questions from candidates etc)
- Put the applicant at ease by explaining the history of the organization
- Advise candidates that they will have opportunity to ask questions at the end of the interview
- State that the organisation is an equal opportunities employer
- Let the applicant do most of the talking, and encourage questions
- Each panel member covers agreed area of questioning. No one panel member should dominate, each interviewer should have roughly the same period of time to engage with the interviewee
- Ask each candidate the same questions with follow-up probing questions as appropriate.
- Try to avoid asking questions requiring a simple 'Yes' or 'No' answer. The aim is to gather information;
- During an interview, do not ask either direct or indirect questions about the applicant's civil or family status, domestic responsibilities, religious belief, etc.
- Do not ask discriminatory questions or base selection decisions on discriminatory views
- Outline the post in question, detailing the main terms and conditions
- Invite candidates to ask questions or proffer additional information
- Ensure candidates have included contact details of their referees on their application. If not, gather this information at the conclusion of the interview
- Inform the applicant when they can expect to hear the outcome of the interview and stick to this timetable
- Take notes, but as unobtrusively as possible. (Notes taken must be retained as they can be requested by any candidate appealing the panel's decision)
- Record the interview assessment under each of the selected criteria

*Guidelines for Interview Panels can be found in **Appendix D***

3.11 SAMPLE INTERVIEW QUESTIONS

Before an interview it is a good idea to make a list of questions that will be asked. Remember that the purpose of the interview is to find out what the interviewee knows, not to make them feel uncomfortable, so if any candidate is experiencing problems giving an answer, this may be due to nervousness. Panelists can always return to the question later in the interview.

Sample Interview Questions can be provided by HR & Governance, CIB

Interviews should not be one-way. Interviewees may well have a number of questions that they may ask and so answers should be prepared in advance:

- A detailed description of the position.
- Why is the position available and is it a new or existing role?
- What challenges does the role offer?
- How does the interviewer see the job developing?
- Is there an induction programme?
- Will there be future training programmes or support in further study?
- What are the organisation's long and short-term growth plans?
- Salary, working hours, holidays and other terms and conditions
- When will the panel make a decision?

Scoring of Candidates

- Assessment sheet - each panel member should individually grade candidates against the pre-determined objective criteria and note the grade on his/her copy of the assessment sheet.
- After interviewing all candidates, the panel's overall markings should be reviewed. An overall agreed score for each candidate should be recorded on a summary assessment sheet, following discussion by the panel. Overall scores should be capable of objective justification. Where a score has been changed a note should be made to give the rationale for the change.
- Reasons for scores should be recorded in bullet points along with the scores
- The candidate who obtains the highest overall score should be considered for further selection, e.g. pre-employment medical and/or reference check, as appropriate.

3.12 KEEPING INTERVIEW RECORDS / GIVING FEEDBACK

Under Equality and Data Protection legislation candidates have the right to request and be supplied with feedback as to why they were (or were not) successful. It is therefore essential that written records are made during short listing/interview, of the factors and their relative importance on which the panel short listed and selected. These notes should be made with care and then retained. Short listing and interview marking charts are also completed and retained to this end.

Shortlist or interview details should be provided to candidates if requested, along with an outline of the selection procedure used, the selection criteria and the candidate's own particular scores. (Candidates are not entitled to view the scores of the other candidates). It is often helpful to give candidates constructive feedback on their interview, in particular their interview technique, if requested. Feedback comments should be positive and highlight the strengths of the candidate.

Records should be retained for a period of not less than 18 months after the expiry of the panel.

3.13 SECOND ROUND INTERVIEWS

In instances where two or more candidates receive the same marking at interview a second round of interviews can be considered. Again, all the procedures for the first round interviews should be adhered to. Panelists can be the same or new opinions could be sought as long as these new panelists are qualified.

The panel should give consideration to the acceptance or rejection of an offer of employment by the first placed candidate. In the event of rejection of the offer of employment, the panel should agree the suitability of the second and third ranked candidates for the position.

Unsuccessful candidates from the first round should be notified as soon as possible.

Sample Regret letters are available from HR & Governance, CIB.

3.14 PANEL OF QUALIFYING CANDIDATES

The Board may decide to retain, for a specified period, the details of candidates who performed well at interview but who did not receive a job offer (i.e. second, third choice candidates). In the event that another position becomes vacant within that period, the Board may fill it from the panel created and avoid a second open competition for the role. Candidates' permission must be sought so that their details can be retained for that purpose (typically this permission would be sought in the post-interview regret letter).

RECORDS

Notes – all notes taken at interview should be retained and may be requested by the candidate post interview

Candidates may request feedback post interview. All interview and selection records should be retained for a period of 18 months.

3.15 REFERENCES

References, which must include the current, or most recent employer, must **always** be obtained before an offer of employment is made or a contract is drawn up. If written requests for references are not replied to within a week of the request, the referee should be telephoned personally to obtain the references. An employer who cannot wait for a written response can always take up a reference by telephone at any stage. However, if this is done, the employer should make sure that the referee is being spoken to in person by looking up the phone number or using directory enquiries rather than using the number given by the applicant.

When obtaining a telephone reference, first explain the nature of the job applied for and seek the referee's opinion as to the candidate's suitability for the role. It is advisable to have a written reference, so do request that the telephone reference be followed up with a written one.

While it is essential to check a candidate's references they must be regarded with care. Not every employer/person giving a reference will always give a totally accurate picture, especially if the reference is given to the applicant directly.

It is useful to send a job description of the role to the referees when requesting references. If checking for references by phone, specific questions should only be

asked about the candidate's abilities and skill levels relevant to the job. (A Telephone Reference Checklist is provided at **Appendix E**).

It is recommended that comments of a personal nature should not be requested ('off the record' comments or conversations should be avoided). No reference should be sought from a present employer unless the applicant has given specific consent to do so and this is why job offers can be made subject to receipt of satisfactory references (see below 'Making a Job Offer'). References for internal candidates should be obtained from their immediate Manager or Chairperson.

Finally, give fair consideration in respect of any referee of the long term unemployed e.g. a redundant employee may not have a recent employer reference, neither will a parent who has taken a few years out for family reasons.

*A Sample Reference request letter and Telephone reference Checklist can be found in **Appendix E***

3.16 PRE EMPLOYMENT MEDICAL

Many employers organise a pre-employment medical for prospective employees. It is advisable that the medical is carried out and a report received by the organisation before an offer of employment is made to the candidate. Generally the organization arranges and pays for these examinations and the doctor's report should be sent to the employer. It is necessary to keep in mind that it is illegal to discriminate against a prospective employee on the grounds of disability. If a medical examination identifies that a candidate has a disability/medical condition, the medical report should demonstrate whether the disability/medical condition is such as to prevent the candidate doing the job, even with reasonable accommodation.

3.17 MAKING A JOB OFFER

The qualified candidate that scored highest at interview stage will be the first person recommended by the panel to the Board. There may be a second or third choice candidate to whom the job should be offered in the event of any issues arising with the first choice candidate (i.e. they withdraw their application, reject the job offer or references prove unsatisfactory)

The Board delegates responsibility for the selection of the successful candidate for the role to the interview panel. The panel recommends the appointment in writing to the Chair and Board who should then act on this recommendation without discussion of individual candidates concerned. In exceptional circumstances the recommendation can be overturned by the Board.

The panel can include names of second / third choice candidates in their recommendation to the Board.

Employment offers must come from the Board, as they are the legal employers. It is recommended practice that references are checked and medical report received (if a medical was required) before an offer of employment is made to the candidate.

A contract exists as soon as a verbal or written offer of employment is made and accepted. A written offer of employment can be made via a job offer letter that contains details of any of the terms and conditions of employment offered at the interview.

A sample Job Offer Letter can be found in **Appendix F**

3.18 STARTING POINT ON SALARY SCALE / REQUESTS FOR APPLICATION OF INCREMENTAL CREDIT

Successful applicants for CIB funded posts will commence on point one of the relevant salary scale.

Where a Board considers that a candidate's directly relevant experience is such as to warrant a higher point of the relevant scale, a request for the application of incremental credit must be made to the Citizens Information Board (HR & Governance, CIB, Georges Quay House, 43 Townsend Street, Dublin 2). The criteria for the application of incremental credit are attached at **Appendix G**.

3.19 DRAWING UP A CONTRACT

3.19.1 Permanent Employees

A contract of employment is a legal document. Both employer and employee must be in compliance with all terms of the contract for the duration of the employment. Where there are variations to the contract of employment these must be mutually agreed, confirmed in writing and a copy provided to the employee as well as being retained on his/her personnel file. Notice of termination of the contract must be given by either party by the notice period stated in the contract or in line with the Minimum Notice and Terms of Employment Acts, 1973-2001, whichever is the longer notice period. It is best practice that notice be given in writing.

CIB Requirements in respect of Contracts of Employment

- *All contracts of employment must be approved by the CIB prior to being issued to the employee*
- *Letters setting out variations to an employee's contract of employment must be approved by CIB prior to being issued to the employee*
- *A copy of contract of employment and of any variations to contract must be kept on each individual employee's personnel file for the duration of employment and for seven years thereafter*
- *Personnel files to be kept in a secure filing cabinet*
- *All employees to receive a copy of the Staff Handbook which forms part of their terms and conditions of employment. Signed acknowledgement of receipt of Staff Handbook to be obtained from each employee and a copy of the signed acknowledgement kept on each employee's personnel file.*

Upon acceptance of the offer of employment by a successful candidate, a written contract should be drawn up and **signed by both parties**. It is a legally binding document and neither party to it can alter it without the agreement of the other party. It comes into existence when the employer and the employee agree upon terms and conditions of employment. As soon as this happens a number of rights and duties arise which are enforceable through the courts.

In respect of permanent employment contracts, employers are required by law to issue a written statement of the terms of employment / contract of employment within

two months of a new employee's commencement date. However, employers are also obliged, under the Unfair Dismissals Acts 1977-2001 to provide employees with a written statement of the dismissal procedure within 28 days of the commencement of employment. This procedure is contained in the Staff Handbook under the Disciplinary Procedure.

The contract of employment must be signed prior to commencement of employment. The Staff Handbook must be given to the employee with the contract of employment of which it forms a part. If not given to the employee along with his/her contract, the handbook must be made available to the employee at the latest, within 28 days of the commencement date of their employment.

*Contract templates have been provided in the **Appendix H** of this document and must be used as they fulfill all legal requirements and have been designed particularly for CIB funded employers. There must be no alteration to these templates without prior CIB approval. All contracts of employment must be approved by CIB prior to issue to employee.*

3.19.2 Fixed-Term/Specified Purpose Contracts:

CIB Requirement

All fixed-term or specified purpose contracts must be forwarded for CIB approval prior to being issued to employees.

A contract of employment is a legal document. Both employer and employee must be in compliance with all terms of the contract for the duration of the employment. Where there are variations to the contract of employment these must be mutually agreed. Notice of termination of the contract must be given by either party by the notice period stated in the contract or in line with the Minimum Notice and Terms of Employment Acts, 1973-2001, whichever is the longer notice period. In the case of fixed-term or specified purpose contracts, notice, giving the reason for the termination of the contract must be given in writing by the notice period set out on the contract, or in line with statutory notice period, whichever is the longer.

The **vast** majority of contracts issued to staff are of indefinite duration (i.e. permanent contracts). Only in **exceptional** cases will an individual be employed on a Fixed-Term or Specified Purpose (see below) contract, for example, to carry out a particular project, or to temporarily replace a staff member who is absent for a particular period (e.g. maternity leave) or acting up to another role.

When drawing up a fixed-term or specified purpose contract for an external candidate successful in a recruitment process for a temporary post, it is essential to adhere strictly to the requirements for such contracts.

The 'Temporary Contract' template at **Appendix H** of this Handbook must be used for fixed-term or specified purpose contracts

An individual employed under a fixed-term/specified purpose contract must receive a statement in writing setting out the following:

- the reason the contract is being issued on a fixed term or specified purpose basis,
- the expected duration of the contract and
- the reason why the contract will terminate, e.g. arriving at a specific date; completion of a specific task or the occurrence of a specific event.

Under the terms of the Protection of Employees (Fixed Term Work) Act, 2003, this written information is to be made available to the employee as soon as practicable in the case of the initial contract and by the date of the commencement of the employment in the case of the renewal of a fixed-term or specified purpose contract⁴.

For example:

“This contract of employment is made between the National Advocacy Service for People with Disabilities as employer and Joe Brown as employee. Your employment will commence on 1st May 2009 and will terminate on return to work of S. Smith. The purpose of this contract is to fill a temporary vacancy arising from S. Smith’s absence on maternity leave. The contract will terminate on DD/MM/YY (the latest day for the end of statutory maternity leave) or on the return of Ms Smith from maternity and possible associated leaves (to cover instances where an employee may opt to take additional maternity leave). In the event that Ms Smith chooses to resign her post, the contract will end on the filling of the post through open competition.

If a fixed-term contract has been issued which later requires to be renewed, it is necessary again to state in writing at the latest by the date of renewal:

- the objective reason for the renewal of the contract on a fixed term basis rather than as a contract of indefinite duration and
- the date when the new contract will terminate or in the case of a specified purpose contract, the event which will terminate the contract

This information must be given in writing to the employee at the latest by the date on which the renewed contract will commence⁵, for example

“This is to confirm that your fixed-term contract of employment dated 1st May 2007 has been extended. The purpose of this extension is to fill the temporary vacancy arising from S. Smith’s absence on sick leave and will terminate when Ms Smith returns to her position or when the post is filled through open recruitment, whichever is sooner”.

Fixed-term and specified purpose contracts must be signed by both parties, employer and employee, prior to commencement of employment. Managers must ensure that each employee’s personnel file contains a signed copy of the contract of employment and written confirmation of any amendments to it as these occur. A signed copy of the form confirming each employee has received and read the Staff Handbook must also be kept on each individual’s personnel file.

For more information on Contracts of Employment, see Section 3

3.20.1 Sample Contracts For Both Permanent And Fixed-Term Staff Can Be Found In Appendix H

⁴ Protection of Employees (Fixed-Term Work) Act, 2003

⁵ Protection of Employees (Fixed Term Work) Act, 2003

3.21 SECONDMENTS / ACTING UP INVOLVING EXISTING EMPLOYEES

Fixed-Term or Specified Purpose contracts will not apply in instances of permanent employees being seconded to temporary positions or in situations where an employee acts-up to another role within the same Company. In these instances, the secondment or acting-up will be covered by a letter setting out the duration of the assignment and the related variations to the employee's contract, e.g. salary scale, holiday entitlements, which will apply during this defined period. This letter varying the employee's contract of employment must be signed by both parties and a copy kept on the employee's personnel file.

The HR Support provider, currently Graphite/Peninsula, or CIB HR & Governance are available to review letters setting out contract variations.

Note:

There is a broad range of template documents available from the Citizens Information Board that have been designed to assist in the recruiting process, i.e.

- Job advertisement
- Job description
- Person specification
- Job Application Form
- Shortlist Assessment sheets
- Sample interview questions
- Interview assessment sheets
- Letters providing feedback to applicants/interview candidates post shortlisting/interviewing
- Request for a reference
- Contract of employment

SECTION 4: GENERAL CONDITIONS OF EMPLOYMENT

4.1 OVERVIEW

All staff employed by the organisation on a temporary or permanent basis must be provided with a contract of employment in accordance with the Terms of Employment (Information) Acts, 1994 and 2001 and the Terms of Employment (Additional Information) Order S.I. 49/1998. The contract sets out the conditions under which the employee will be employed including (a) commencement date, (b) salary, (c) working hours, (d) terms and conditions relating to paid leave, (e) terms relating to sick pay and pension schemes; and (f) period of notice to be given by either party, etc.

The employee will be required to sign and return the contract to the organisation as acknowledgement and acceptance of the terms and conditions of the employment. It is recommended that the organisation is in receipt of a signed contract prior to commencement of employment.

It is a requirement that all staff also sign the 'Acknowledgement of Receipt of Staff Handbook' form included in the appendices to this Handbook. Signed acknowledgements are to be retained on each employee's personnel file.

*Contract Templates can be found in **Appendix H***

*Acknowledgement of Receipt of Staff Handbook can be found at **Appendix J***

Staff whose pay and conditions of employment at 31st December 2011 were in excess of those contained in this Handbook are confirmed to retain such pay and conditions of employment on a personal to holder basis.

4.2 STAFF INDUCTION

On the first day of a new staff member's employment, the organisation will engage in a formal induction process in order to

- Make the new employee feel welcome
- Reduce anxiety and enable the employee to settle down in the job more easily
- Confirm the general terms and conditions of employment and ensure that the employee is made fully aware of the standards required of them
- Ensure that all the relevant paperwork (PPS number, P45 form, bank details etc.) is collected.

*A sample Induction Checklist can be found in **Appendix L***

The new employee should be given a copy of the Staff Handbook at the latest within 28 days of commencement of employment⁶ and given access to the organisation's Safety Statement. The employee's attention should be drawn to the Dignity at Work Policy in the Handbook. The employee must be asked to sign a declaration to acknowledge having received and read the Staff Handbook. This declaration is to be kept on the employee's personnel file.

*A sample Declaration form acknowledging receipt of the Staff Handbook can be found in **Appendix J**.*

⁶ Terms of Employment (Information) Act, 1994-2001

When the induction is completed the employee should sign the checklist, agreeing that all the contents therein were explained to them. The checklist should then be retained in their personnel file.

4.3 PERSONNEL RECORD FORM

The new employee should be asked to complete a Personnel Record Form (**see Appendix K**). This form which should be kept on the individual employee's personnel file, should be updated as and when there are changes to the employee's address, contact details or in the details of their next of kin. It is important for the Line Manager to read the Personnel Record Form when completed and if necessary seek clarification on the details contained on the form. The details contained on this form will be necessary in the event of illness, accident or death in service of the employee. Verification of date of birth should be sought for pension purposes.

4.4 VARIATIONS TO EMPLOYMENT CONTRACT TERMS

Once a contract has been issued and signed by both parties, any subsequent changes to terms and conditions therein (i.e. reduction or increase in working hours, contract extension, secondment or acting up arrangements, etc.) must be notified by letter (again, signed by both parties). Remember changes to contracts cannot be made without the agreement of the staff member. A written record of any amendments to an employee's contract of employment or terms and conditions of employment, signed by both employer and employee, is to be retained on the employee's personnel file and a copy given to the employee.

*Sample Letter notifying alteration of contract can be found in **Appendix I***

4.5 PROBATION PERIOD

Formal probation review meeting to be held with new staff at a minimum, after completion of three months employment and prior to end of probation period. Record of Review Meetings to be retained on employee's personnel file.

Confirmation of appointment to permanent posts is subject to satisfactory completion of a period of probation lasting 6 months (shorter probation periods apply to temporary or contract staff). Probation assessment reviews must be held by the Board/ Line Manager after three months and again before the end of the probation period. A system should be put in place to flag the need to carry out a three-month review and again to flag the fact that the probation period is drawing to a close so that a final review can be carried out. These reviews provide an opportunity to discuss progress in carrying out responsibilities and to highlight any problems or difficulties being experienced by either the staff member or the organisation. During their probation, staff must be given every assistance to settle into their new post, to meet the requirements of the post and employees must be facilitated in having all the necessary information and tools for their work. However, if the performance of the new staff member is problematic or does not meet required standards one option available is to extend the probation period. The extension should not exceed three months. Probation periods can only be successfully completed when the Board/Line Manager is confident of the staff member's suitability for the post.

Reasons for a decision to extend probation must be communicated to the staff member, along with details in writing of what areas are going well, what areas need improvement, the standard to be achieved and deadlines by which improvement

must be demonstrated. Where a probation period is being extended due to performance issues, the employee must be made aware that failure to meet the required standard within the extended probation period could result in termination of the contract.

If the standard of work or performance does not improve to the required standard, the Board has the option of terminating the contract of employment. It is essential that the employee be made aware that this possibility can be an outcome of the probationary period. Termination of the employment relationship within the probationary period shall be at the discretion of the company and in the event of such a termination, the employee will receive one weeks' notice rather than the notice period provided in their contract of employment.

It is essential that difficulties or issues encountered in the probation period are documented and a written record is kept of discussions and of steps taken to facilitate improvement so that there is solid evidence of performance/underperformance.

Where a new staff member successfully completes the probationary period, the employee will be notified in writing that this is the case.

Probation Review Form can be found in **Appendix M**

4.6 LEAVING THE ORGANISATION/NOTICE PERIOD

Unless otherwise agreed, the normal notice period required by the organisation from an employee wishing to terminate their contract is one (1) month or as outlined in the agreed contract of employment and in line with the *Minimum Notice and Terms of Employment Acts 1973 to 2005*. Notice of the employee's intention to leave must be given in writing to the Line Manager. Where notice is being given by the organisation, this must also be in writing and in line with the notice period stated on the contract or with the Minimum Notice and Terms of Employment Acts 1973 to 2005, whichever is the longer notice period.

Where the circumstances so warrant, the Board may approve the dismissal or termination of employment of an employee in accordance with the terms of the organisation's disciplinary procedure, the employee's employment contract and relevant employment legislation. Before such a step is taken, the Board must seek HR advice and must have notified CIB of the instigation of a disciplinary procedure. In such a situation, payment in lieu of notice may be appropriate and this eventuality is covered in the contract templates contained in the appendices to this Handbook.

4.7 JOB SHARING / WORK SHARING

Any member of staff serving in a full-time permanent capacity is eligible to apply for job/work sharing. The job being considered must be a single full-time job and be appropriate for such an arrangement. The recommendation of the Line Manager is required for a job/work sharing proposal to be considered and the proposal must be approved by the Board. The Board will take into account all relevant organisational needs and requirements when dealing with such requests. The Line Manager should apply directly to the Board.

Job/work sharing requests will be considered on condition that its purpose is one of the following:

-
- Personal reasons – specified responsibilities or choices of an applicant, including child rearing
 - Educational purposes
 - Self employment
 - Assisting in the transition to retirement.

The minimum period for which a person may opt to job/work share is one year at which time the arrangement will be reviewed. Staff do not have an entitlement to have a work sharing arrangement made permanent. Work sharers do not have an automatic entitlement to revert back to their original working arrangement.

Working hours will be determined by the nature of the job and by agreement with the Line Manager and the Board and will be 50% of the full-time function at the same grade. The scale of pay will reflect 50% of the full-time function at the same grade. Annual leave entitlements will also apply on a pro-rata basis. Superannuation contributions and therefore reckonable service are also adjusted accordingly.

Maternity leave will also apply on a pro rata basis. Job/work sharing may affect social insurance benefits. For more detail refer to www.welfare.ie (SW 105 leaflet).

Job-sharing staff seeking to revert to full-time work arrangements must apply accordingly through the Line Manager to the Board, or in the Line Manager's case, directly to the Board. Such applications will be considered in the light of existing staffing arrangements and operational needs.

4.8 PART-TIME STAFF

The Protection of Employees (Part-time Work) Act, 2001, provides that part-time employees shall, in respect of their conditions of employment, not be treated in a less favourable manner than comparable full-time employees. All employee legislation applies to a part-time employee in the manner as it already applies to a full-time employee. An employee who works part-time is entitled to all entitlements of comparable full-time workers on a pro rata basis depending on the amount of hours worked per week. It is advisable that employers have a policy set down for the handling of requests for part-time work from its employees.⁷

4.9 FIXED-TERM OR SPECIFIED PURPOSE CONTRACT STAFF

The vast majority of contracts issued to staff are permanent contracts. Only in **exceptional** cases will staff be employed on a fixed-term basis or specified purpose basis. For example, where a candidate external to the organisation is recruited to carry out a particular project, or to temporarily replace a staff member who is absent for a particular period (e.g. maternity leave).

Under the Protection of Employees (Fixed-Term Work) Act, 2003, fixed-term/specified purpose employees will have the same rights and entitlements as regards their terms and conditions of employment as their permanent colleagues. The Act also specifies that once an employee has completed 3 years continuous service with his employer the fixed-term contract may:

⁷ The Labour Relations Commission's Code of Practice on Access to Part-time Work, S.I. No. 8 of 2006 is a useful reference for employers in dealing with requests to work on a part-time basis.

only be renewed on one further occasion and this period may not exceed one year. Any further contracts issued will be deemed to be of an indefinite nature.

This does not apply to staff who are employed for a specific purpose (e.g. a five year programme) where the role terminates with the expiry of the contract.

See Section 2 – Recruitment and Selection, paragraph 16.

4.10 RETIREMENT PLANNING

Pre-retirement counselling and training is recommended for staff approaching retirement age. See Retirement Policy, Section 1, paragraph 1.15. Staff will benefit by attending such a course within 3 years of their planned retirement. The organisation should, by letter, offer employees approaching retirement age access to a pre-retirement course. Should an employee not wish to avail of this opportunity, the employee should decline in writing.

The Retirement Planning Council of Ireland run regular pre-retirement courses which cover areas such as the financial implications of retirement, social welfare and other entitlements, health and lifestyle issues, coping with change in relationships, etc. The organisation will cover the cost of one pre-retirement course with the Retirement Planning Council for each employee within three years of their retirement date.

4.11 ACTING UP

On occasion an opportunity for a member of staff to act in the capacity of a more senior member of staff may arise due to a post being left temporarily vacant due to sick/maternity/parental leave etc. for a period of greater than 30 days.

When the situation arises, staff who are eligible to temporarily fill the role are notified by the Line Manager or Board and invited to indicate their interest in the role. Candidates are then interviewed, usually by the Manager and Board, before the acting-up appointment is made. Appointments are made on the basis of this internal interview taking account of experience and general performance and ability to meet the requirements of the post.

An acting-up allowance will be paid by placing the staff member onto the first increment of the higher scale. Where an individual's salary in the post from which they will be acting up is higher than the first point on the higher scale, they will be placed on a point on the acting up scale equivalent to their current salary, plus one point. If the post to be filled through an acting-up arrangement is a part-time post, please note that a person cannot hold two posts at different grades where one of the posts has a supervisory role in relation to the other, e.g. half-time Information Officer cannot also be a half-time Line Manager. It is not appropriate for an employee to be in a situation where they are supervising themselves.

Where an 'acting up' arrangement is put in place, a letter stating the terms of the acting up arrangement, i.e. duration, salary, holiday entitlements, will be given to the employee who will 'act up' by the date of the commencement of the acting up arrangement at the latest. The letter will clarify that the acting up arrangement is temporary, that the employee will revert to their original role and terms and conditions on completion of the acting up arrangement and will clearly state the date or the event which will terminate the acting up arrangement. This letter must be signed by both employee and employer and a copy retained on the employee's personnel file.

SECTION 5: ATTENDANCE AND ABSENCES

The primary pieces of legislation relating to this area are the Organisation of Working Time Act, 1997, the subsequent Organisation of Working Time (Records) Regulations, 2001 and the Terms of Employment (Additional Information) Order SI 49/1998.

5.1 HOURS OF WORK AND ORGANISATION OF WORKING TIME REGULATIONS

The standard working week for full-time employees is 35 hours, Monday to Friday, unless otherwise stipulated in an individual's contract. Staff will be employed for 35 hours per week (full-time) and 17.5 hours per week (part-time). Normal working hours are specified on individual staff member's contracts of employment. The agreed salary scales are premised upon these working hours. These hours are exclusive of meal breaks. As with any contractual term, hours of work cannot be increased or decreased without the express agreement of the staff member.

Employees may, from time to time, be required to work evenings or weekends. In the event of this happening employees should be given as much notice as possible. Time off in lieu (TOIL) will accrue in these situations. TOIL can only accrue with the advance approval of the Line Manager or Board. The taking of TOIL is also subject to the advance approval of the Line Manager or Board, so that an appropriate level of service to customers can be maintained at all times.

In accordance with the Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations, 2001, to ensure that employees do not work in excess of 48 hours per week, employers are obliged to record the working hours of staff on a daily basis. These records can take the form of signed time sheets which must detail arrival and departure times each day both in the morning and afternoon and also must include leave/return times of lunch breaks. Hours worked can also be recorded in electronic format using clocking systems, however, for smaller organisations such as NAS, maintenance of manual records will be sufficient. Records must be retained for a period of 3 years.

In order to ensure that staff do not exceed the allowed 48 hours per week worked as laid out in the regulations, Line Managers must be mindful of any secondary or evening jobs that staff may hold. Employees with secondary jobs external to the organisation must give written details of the hours worked to the Line Manager and must notify the Line Manager if and when these hours change. There is an onus on the organisation as employer to ensure total hours worked by an employee, including work external to the organisation, do not exceed that permitted by the legislation, i.e. 48 hours per week. Please note that should a situation arise where the combined hours worked for the company and the other employment(s) place the company (and the employee) in breach of the legislation then the employee concerned must change/reduce the hours worked in the other employment(s) in order to prevent such a breach occurring.

5.1.2 REST BREAKS

Employee must not be required to work more than 4.5 hours without a rest break of 15 minutes where the working day is less than six hours. Where the daily hours of work are greater than 6 hours, i.e. those working 35 hour week, employees are entitled to a total daily rest break of 30 minutes. Rest breaks given at the end of the day do meet the statutory requirement for rest breaks. The office must be staffed during opening hours to ensure an effective service is provided to clients. Staff may take a short break for tea/coffee in the morning and afternoon. The time and duration

of rest breaks and any conditions relating to such breaks should be provided to employees in writing within two months of commencement of employment.

It is the responsibility of the Employer to ensure that staff have the opportunity to avail of their statutory rest period entitlements. The organisation, when setting time and duration of rest breaks for their own staff should ensure that they do not fall below the minimum statutory requirement. Employees must be given written details of the procedure to be followed in the event of an employee not being able to avail of a break on a particular occasion. The employer must retain a record of having notified each employee of their rest break entitlement(s) and of any written notifications from employees regarding missed breaks. Employees should be encouraged to discuss any difficulty they may have in taking such breaks with their Line Manager or in the case of the Line Manager having such difficulties, with the Chair.

*Sample Time Recording sheets can be found in **Appendix N***

5.2 TIME OFF IN LIEU (TOIL)

Purposes for which Time Off in Lieu Arrangements Apply:

As a general rule staff should undertake work related activities during normal office hours. Where a meeting, conference or other activity that is considered necessary and useful for the work of the organisation occurs unavoidably outside office hours, staff may attend such events with the agreement of the Line Manager. Such time, including travel time to or from an event may also be claimed for TOIL purposes.

Taking Time Off in Lieu (TOIL)

Time worked outside of normal office hours during the week (Monday to Friday) will be claimed on an hour for hour basis.

In exceptional circumstances where staff have been requested by their Line Manager to work at the weekend, the hours worked may be claimed at a rate of 1½ hours time off for each 1 hour worked on Saturdays and 2 hours off per hour worked on Sundays or Public holidays.

TOIL should be taken within 2 months of the original time being worked. Where a staff member accumulates more than 20 hours worked within the two month timeframe, the matter should be brought to the attention of his/her line manager with a view to arranging the taking of the requisite time off.

Application of TOIL Arrangements

The onus is on each member of staff to organise and manage their working hours in consultation with their line manager. Time Off in Lieu arrangements will normally be administered between the staff member concerned and their line manager.

Record Keeping

Hours worked outside normal office hours must be recorded on a TOIL sheet along with the purpose of the work and the line manager's approval (either in person or by phone). Time taken in lieu must be recorded on the TOIL sheet. The Line Manager's approval, which must be sought prior to taking the time in lieu, must also be noted.

5.3 ANNUAL LEAVE

The organisation's annual leave year runs from 1st January to 31st December. Annual leave entitlements for full-time employees are set out at **Appendix S**. Annual leave entitlements for part-time staff will be on a pro rata basis.

Part-time/Job share staff have a pro rata entitlement. Employees joining the organisation after the 1st January in any year are granted leave pro-rata in their first leave year. Staff seeking leave will be facilitated insofar as possible however the approval of leave is subject to service requirements and the ultimate decision in relation to the timing of annual leave will be at the discretion of the employer and in accordance with the terms of the Organisation of Working Time Act, 1997, i.e.

1. "The times at which annual leave is granted to an employee shall be determined by his or her employer having regard to work requirements and subject:
 - (a) to the employer taking into account:
 - (i) the need for the employee to reconcile work and any family responsibilities
 - (ii) the opportunities for rest and recreation available to the employee
 - (b) to the employer having consulted the employee or the trade union (if any) of which he or she is a member, not later than 1 month before the day on which the annual leave or, as the case may be, the portion thereof concerned is due to commence, and
 - (c) to the leave being granted within the leave year to which it relates or, with the consent of the employee, within the 6 months thereafter.
2. The pay in respect of an employee's annual leave shall:
 - (i) be paid to the employee in advance of his or her taking the leave.
 - (ii) be at the normal weekly rate or, as the case may be, at a rate which is proportionate to the normal weekly rate
3. Nothing in this section shall prevent an employer and employee from entering into arrangements that are more favourable to the employee with regard to the times of, and the pay in respect of, his or her annual leave".

Normally no more than 2 weeks should be taken consecutively. The Line Manager must approve any special arrangements for annual leave.

Annual leave requests are not normally granted during the first three months of an employee starting work. Any holiday arrangements made before starting employment will be honoured but will be in accordance with the annual leave entitlement scale. However, if these arrangements were not made known during the interview or when accepting the position offered the organisation may not honour them.

An annual leave request form should be completed by the employee and signed by the Line Manager before an employee makes any firm holiday arrangements.

*Sample Leave Request Form, available in **Appendix N**, must be completed and passed to the Line Manager for approval.*

Leave entitlements should be taken within the leave year and no more than 5 days should be carried forward to the following year. Leave carried forward should be taken within the first 6 months of the following year. In exceptional circumstances more than 5 days may be carried forward by agreement with the Line Manager/Board. There is a statutory requirement upon employers to ensure staff take their annual leave.

5.4 PUBLIC HOLIDAYS

Annual leave entitlement is in addition to the existing nine public holidays. The following is a list of all statutory public holiday entitlements.

Day	Date (where fixed)
New Year's Day	1 st January
St Patrick's Day	17 th March
Easter Monday	
First Monday in May	
First Monday in June	
First Monday in August	
Last Monday in October	
Christmas Day	25 th December
St. Stephens Day	26 th December

When a public holiday falls on a weekend it is typically carried forward to the following Monday.

The organisation normally closes on Good Friday and over the Christmas period, on 25th, 26th and 27th December - (staff should be notified well in advance of the dates of closure). If an employee intends taking other leave around the Christmas period, this will be taken from annual leave or TOIL in the usual way.

Part-time or Job share staff: In accordance with the Organisation of Working Time Act, 1997, part-time staff who normally work a day on which a public holiday falls are entitled to that day off. Those who do not normally work a day on which a public holiday falls are entitled to pro rata time off in lieu or pro rata payment if they have worked 40 hours in the previous 5 weeks ending on the day before the public holiday. For example, an employee who works half a week would be entitled to a half-day's leave or, half-day's pay in lieu of the public holiday.

5.5 COMPASSIONATE LEAVE / BEREAVEMENT LEAVE

Special leave with pay up to a maximum of 3 days may be allowed (i) on the death of an immediate relative or the serious and unforeseen illness of a spouse or immediate relative. This period may be extended to 5 days on the death of a partner or immediate relative. (ii) in exceptional circumstances, on the death of a more distant relative where, for example, the staff member has to take charge of funeral arrangements.

Staff who need to avail of Compassionate Leave should consult with their line manager.

5.6 JURY SERVICE

In accordance with the Juries Act, 1976, staff may be called upon to do jury service or as a State witness, and consequently leave with full pay will be provided without loss of any other employment rights. An employee must inform the Line Manager if called to jury service. Notice should be given at the earliest opportunity. An employee who presents themselves for jury service but is not called to participate on a jury should, wherever possible, return to the workplace to complete the working day(s). It is acknowledged that this obviously may be dependent on the location of the Court vis-à-vis the workplace.

5.7 MATERNITY AND ADOPTIVE LEAVE

5.7.1 Maternity Leave

Maternity leave entitlements are governed by the Maternity Protection Acts, 1994 and 2004 and the Safety, Health and Welfare at Work (General Application) Regulations, 2007, S.I. 299.

Since 1st March 2007, maternity leave is 26 consecutive weeks. Staff will be granted full normal pay during the maternity leave period. Maternity Benefit can be applied for by completing the Department of Social Protection MB10 form which can be downloaded via the www.citizensinformation.ie website. A staff member going on maternity leave should nominate the organisation as the recipient of the maternity benefit as the staff member is paid in full by the organisation during this period. Paid maternity leave will count as reckonable service.

An option of 16 weeks unpaid leave (called additional maternity leave) is available to the employee in addition to her entitlement of 26 weeks maternity leave. The staff member should notify the organisation in writing of her intention to take additional leave as soon as possible, but at least four weeks before the end of her maternity leave.

An employee must give the organisation at least four weeks written notice of taking maternity leave and four weeks written notice of her intended date of return. She must also provide a medical certificate confirming pregnancy and estimated week of confinement as soon as is reasonably practicable.

At least two weeks leave must be taken before the birth and four weeks after the birth with the remaining weeks being taken either before or after the birth, as decided by the employee.

Where a baby is born prematurely but the mother is not yet on maternity leave she will be allowed 26 weeks maternity leave from the date of the birth provided she notifies the employer in writing of the situation within fourteen days of the confinement. If a baby is born later than expected and if it is required, the maternity leave can be extended for up to four weeks so as to ensure that there are at least four weeks maternity leave after the birth. The employee should inform the organisation in writing of the need for an extension (and its duration) as soon as is practicable.

The employee will be given paid time off for all ante-natal and post-natal medical appointments which have to happen during working hours on production of an appointment card. The employee is required to give the organisation two weeks' notice of each visit where possible. Expectant mothers may attend one set of ante-natal classes, other than the last three, without loss of pay. Expectant fathers are entitled, on a once-off basis, to time off without loss of pay to attend the last two ante-natal classes before the birth. See also 11 below, Paternity Leave.

Further information on maternity leave can be accessed through www.citizensinformation.ie

5.7.2 ADOPTIVE LEAVE

Under the Adoptive Leave Act, 1995 and 2005, all employed adoptive mothers and sole male adopters are entitled to avail of adoptive leave from employment. The leave entitlement is for 24 weeks adoptive leave after the adoption takes place,

subject to evidence of placement of the child, with the option for a further 16 weeks of additional unpaid leave if the employee wishes.

The adoptive mother (or father in the case of a sole male adopter) will receive full normal pay during the 24 week adoptive leave period. The employee may apply for Adoptive Benefit (Form ABI can be downloaded from www.citizensinformation.ie). A staff member should nominate the organisation as the recipient of Adoptive Benefit as the staff member is paid in full by the organisation during the adoptive leave period. Paid adoptive leave will count as reckonable service.

Four weeks' notice of the intention to take adoptive leave and four weeks' notice of return to work must also be given in writing.

An employee is entitled to time off from work, without loss of pay, to attend any pre-adoption classes and meetings, held within the State, which the employee is obliged to attend. The entitlement of an employee to time off is subject to his or her having notified the employer in writing of the dates and times of the classes concerned as soon as practicable but not later than 2 weeks before the date of the first class and having produced to the employer, on request, an appropriate document indicating the dates and times of the classes.

Adopting mothers and sole male adopters in all adoption cases, other than foreign adoption cases, must provide his/her employer with a certificate of placement as soon as is reasonably practicable, but not later than 4 weeks after the placement.

In the case of foreign adoption, the adopting mother or the sole male adopter may take some or all of the additional adoptive leave before the date of placement for the purpose of familiarisation with the child. The employer must be given written notification of the employee's intention to take such leave, no later than 4 weeks before the additional leave begins. The employee must also provide his/her employer with a declaration of eligibility and suitability. Any such notification may be revoked by a further notification made by the employee. A period of additional leave given before the date of placement will expire immediately before the date of placement.

In foreign adoption cases, the adopting mother or the sole adopting father must provide his/her employer with a copy of the declaration of eligibility and suitability before the date of placement and written particulars of the placement must be provided as soon as is reasonably practicable, after the date of placement. An employee will not be entitled to adoptive leave if s/he fails to provide written notification or certificates within the time limits.

Further information on adoptive leave can be accessed through www.citizensinformation.ie

5.7.3 HEALTH AND SAFETY LEAVE

Pregnant employees, employees who have recently given birth and employees who are breast-feeding may be entitled to take Health and Safety leave in certain circumstances.

Risk Assessment

The Safety, Health and Welfare at Work (General Application) Regulations 2007 requires employers to assess the workplace for risks to safety or health of any pregnant employees, employees who have recently given birth or who are

breastfeeding. If a risk is identified and it is not practicable to take protective or preventative measures, the employee's working conditions or working hours must be temporarily adjusted. If this is not possible, the employee must be given suitable alternative work. If no such work is available, the employee should be granted health and safety leave.

Payment during Health and Safety Leave

An employee on health and safety leave is entitled to full basic pay plus any allowance normally paid from the employer for the first 21 calendar days of leave. An employee whose health and safety leave extends beyond 21 days may be entitled to health and safety benefit from the Department of Social Protection, subject to his/her PRSI contributions.

5.8 PATERNITY LEAVE

Fathers will be granted 3 days special leave with pay in respect of each child born. This leave may be taken at the time of birth or up to four weeks after the birth. In the case of adoption, the leave may be taken on or up to four weeks after the date of placement of the child. Part-time staff and job-sharers will be treated on a pro rata basis.

5.9 "FORCE MAJEURE" (EMERGENCY) LEAVE

"Force Majeure" entitlements are governed by Section 10 of the Parental Leave Act, 1998 and 2006.

In certain circumstances an employee may be entitled to take leave with pay for urgent family reasons **where the immediate presence of the employee is indispensable** owing to an injury or illness involving one of the following:

- a natural or adopted son or daughter,
- spouse of the employee, or a person with whom the employee is living as husband or wife
- a person to whom the employee is in loco parentis
- brother or sister of the employee
- parent, grandparent of the employee or
- a person whom the employee lives with in a situation of domestic dependency (including same sex partners)

Force majeure leave cannot be treated as part of any other leave to which an employee is entitled.

The maximum amount of this leave that may be taken is no more than three (3) days in any 12-consecutive months or five days in any 36-consecutive months. Absence for part of a day is counted as a full day of Force Majeure leave.

The employee must as soon as practicable after their return to work from force majeure leave, inform the employer in writing of the leave taken, the date(s) of the leave, the reason for the leave and their relationship with the sick/injured person on the prescribed form of which a copy is attached at **Appendix N**, Staff Record Forms.

5.10 SICK LEAVE

5.10.1 Notification of Sick Absence:

A staff member, who is absent because of illness must personally telephone the Line Manager, or in the Manager's absence, the Administrator, before 10.00 am on the morning of the first day of absence, except in exceptional circumstances. Where the absence extends to a second or third day the staff member must personally inform

their manager each day, or where a medical certificate has been obtained they are asked to communicate the duration of the certificate. Certification must be provided for any absences in excess of 2 days and week by week thereafter.

The medical certificate must contain the following elements:

- I. The name and address of your doctor
- II. Your name and address
- III. The opinion of the doctor that you are incapacitated due to illness/accident
- IV. An indication of the nature of the illness
- V. The expected duration of incapacity
- VI. The date of issue
- VII. The certificate must have the doctor's own signature and not a rubber stamp.

5.10.2 Uncertified Sick Leave:

A maximum of seven (7) days uncertified sick leave is allowed in any rolling period of 12 months⁸ (pro rata for part-time staff). A maximum of 2 days may be taken at any one time. On return to work the staff member must complete a self-certification form with the Line Manager (sample is provided in the staff handbook). If the number of days uncertified leave exceeds the allowance, the excess days will be deemed unpaid leave. Staff must be informed of such deductions, therefore Line Managers are required to keep an eye on the amount of uncertified leave taken.

Uncertified sick leave may not be immediately preceded or followed by annual leave, special leave or a rest period⁹. If an employee is absent due to illness immediately preceding or following annual leave, special leave or a rest period, a medical certificate must be obtained for the day(s) sickness absence.

5.10.3 Certified Sick Leave:

A medical certificate from a registered medical practitioner is required when absence due to illness exceeds two days. Normally certificates are acceptable for periods of one week only. A further medical certificate is required at weekly intervals. Where the illness or recuperation is of a prolonged nature, fortnightly or monthly certificates may be accepted subject to agreement.

The organisation can appoint a medical practitioner and may in certain circumstances exercise its discretion to refer a member of staff for medical examination.

5.10.4 Sick Leave and Annual Leave/Public Holidays

In the event of an employee falling sick while on annual leave, a certificate from a medical practitioner will be requested in order for annual leave to be cancelled and

⁸ A rolling year runs from a particular date, e.g. April 7th 2010, to the previous year, e.g. April 6th 2009. On receipt of a medical certificate, a check should be made on the amount of sick leave taken by the employee concerned, starting with the date on which the medical certificate begins and checking back 12 months to ascertain if the employee has exhausted the sick pay scheme in that rolling 12 month period. In the case of uncertified sick leave, on the date on which an employee informs the Line Manager that s/he is taking uncertified sick leave, a similar check should be made over the previous 12 months to ascertain if the employee has reached the maximum 7 days uncertified sick leave in the rolling 12 month period.

⁹ In this context, rest period refers to week-ends. One day absences on Fridays or Mondays can be uncertified. However, a medical certificate will be required for absences on Friday and the following Monday.

resumed at another time. After the period of illness the member of staff must either resume duty or submit medical evidence of fitness to return to work before continuing on annual leave. The availing of annual leave is again, at the discretion of the employer who will consider if the taking of annual leave would present operational difficulties. This also applies in the case of a staff member who wishes to take annual leave immediately after a period of sick leave.

Annual leave entitlement may be affected by long term or frequent intermittent absences due to illness. The maximum annual leave entitlement which will accrue in a leave year during which an employee has been on long-term sick leave is the statutory annual leave entitlement of four (4) weeks in addition to public holidays or as defined by legislation.

In the event that an employee is sick on a public holiday (not part of a sick leave period already covered by a medical certificate) and wishes to claim benefit for the day, the employee must provide a medical certificate to cover the public holiday. The employee will then be entitled to the benefit of the public holiday. The taking of time in lieu of the Public Holiday will be in agreement with the Line Manager and within a month of the Public Holiday.

5.10.5 Sick Leave Records:

Absences due to illness should be recorded on the attendance sheet, a sample of which can be found in **Appendix N – Staff Record Forms**

5.10.6 Sick Pay

Sick pay is not paid during the first 6 months service but previous service, so far as it has been continuous, may be allowed to reckon towards the qualifying period for the granting of paid sick leave. Qualifying service is exclusive of any period of leave without pay.

Normal salary will be paid during properly certified sick and uncertified sickness absence up to a maximum of 12 weeks in any rolling period of twelve months starting on the first day of illness. Cheques received in respect of Illness Benefit (see below) should be immediately forwarded to the organisation whilst the staff member is on full pay. Alternatively the staff member can nominate that the Illness Benefit be sent to the organisation directly.

5.10.7 Social Welfare Benefits

Where sick leave extends beyond three (3) days, eligible staff are required to apply for Illness Benefit. The relevant social welfare form is available from their medical practitioner who completes the first part of the form and the staff member completes the remainder. The form must be submitted by the staff member to the Department of Social Protection within 7 days of attending the doctor. The staff member will receive full pay for absences of less than or equal to twelve weeks in any rolling 12 month period. The staff member must forward the Illness Benefit to the organisation or can nominate that the benefit be sent to the organisation directly.

5.10.8 Medical Appointments

Medical appointments should be scheduled for outside of working hours if at all possible. Staff members required to attend a medical appointment with a medical professional or dentist during working hours should advise their manager as soon as possible. Where a number of appointments are involved, the schedule of absence due to medical appointments must be agreed with the staff member's Line Manager as appropriate. Staff members may be asked to produce an appointment card.

Staff are expected to arrange medical or dental appointments wherever possible for either early morning, lunchtime or late in the afternoon to minimise disruption to the working day. Staff are encouraged to make use of TOIL where possible. Staff are expected to return to the workplace following such appointments to complete the working day subject to medical/dental advice.

5.10.9 Abuse of Sick Leave:

In the event that evidence comes to light indicating possible abuse of sick leave arrangements, the matter will be treated in accordance with disciplinary arrangements.

5.11 MANAGING ABSENTEEISM / SICK LEAVE

Employers have the right to expect regular and reasonable levels of attendance from staff. Absence can be defined as any unscheduled disruption of the work process due to days lost as a result of illness or any non-statutory leave. Compassionate leave is therefore to be included.

Absence control mechanisms include:

- Maintaining attendance records (as well as being a statutory requirement), is the first step in the management of absenteeism)
- Continuous monitoring of absences for all staff
- Strict notification procedures, consistently applied
- Completion of self-certification form with Line Manager for any uncertified absences
- Return to work interviews carried out promptly
- Control of the sick pay scheme is essential
- Disciplinary procedures where necessary.

Managers can go some way to preventing an absenteeism problem through fostering an attendance culture by:

- Putting in place flexible working arrangements where possible
- Fostering team working
- Rewarding good attendance
- Ensuring workplace morale is good
- Providing training and development opportunities.

Absences can be broadly categorized as follows:

1 Intermittent short term absences

These types of absences are typically more disruptive as management will usually make alternative plans when presented with a long-term absence. Before considering invoking the disciplinary procedure an employer must be able to show a pattern of absence well above the normal absenteeism rate in the organisation, that the situation is causing problems to the organisation and that the employer has taken all reasonable steps to remedy the situation through consultation and adequate opportunities to improve.

2 Long term absenteeism

When a staff member has been absent over a long period of time the main concern will be whether or not the employee will be in a position to return and whether, on their return, full resumption of duties is possible. Once an employer has established that it is unlikely that the staff member will be able to return they

will then be in a position to make a decision on the continued employment of the staff member.

Such a decision must be based on as full information as possible about the employee and so typically a medical opinion should be sought on the staff member's condition and future prognosis.

Employer's rights

Management has the right to request employees to supply information regarding their absence/illness. This usually takes the form of medical certificates, hospital certificates etc which should be provided by the employee in line with the organisation's agreed notification procedures.

Employers have the right to request a staff member to attend a designated doctor or preferably an Occupational Health Specialist for a medical report, which should set out the nature of the condition, likely prognosis, duration and date of return to work if possible. If such a request is being made, the Line Manager will explain the reasons for this to the employee. The Occupational Health Specialist should be sent a copy of the employee's job description and briefed on any relevant operational aspects of the role. Any expense incurred will be met by the organisation. In general the reason for requesting employees to seek medical examination would be to establish if the employee is fit for work.

Whilst there is no express legal obligation on employers to provide alternative light work or reduced hours, best practice would be to offer alternative light work temporarily to staff members who have been absent due to illness over a long period and who wish to return to work but who cannot resume full duties having due regard for the opinion of the employee's medical practitioner and, if required, the opinion of an occupational health specialist to whom the employee is referred by the organisation.

5.12 CARER'S LEAVE

Carer's Leave is a statutory entitlement (Carer's Leave Act, 2001) to temporary leave of absence in order to provide full-time care and attention to a person who has a disability as requires full-time care and attention or a person who needs continual supervision in order to avoid being a danger to themselves. Carer's leave is governed by social welfare rules.

Employees with more than one year's continuous service are eligible to apply for carer's leave. The minimum notice to apply for carer's leave is six weeks, although this can be waived in exceptional circumstances or emergencies. The applicant must apply to the Department of Social Protection for Carer's Leave. The Department will assign a Deciding Officer to assess the situation. The Deciding Officer will make the decision as to whether the person requiring care is entitled to be cared for by the applicant for the leave period. Their written decision must be obtained in order to proceed with the application for leave.

The minimum period of carer's leave is 13 weeks and cannot exceed 104 weeks in total. It can be taken in one block or a number of periods, the duration of which cannot exceed 104 weeks. However whilst staff may choose to apply for unpaid leave of duration of less than 13 weeks, there is no obligation on an employer to agree to this. Where such a request is denied the reasons must be specified in writing.

Staff who wish to avail of carer's leave must notify their Line Manager in writing at least 6 weeks before the anticipated start date (the Board may waive or reduce this notice period in exceptional cases or emergencies).

Conditions

A person on carer's leave is prohibited from undertaking any paid employment, in excess of ten hours per week, for the duration of the leave period. The Department of Social Protection may approve certain educational or training courses on request.

Employees may be entitled to Carer's Benefit depending on PRSI contributions.

While on leave, all statutory and contractual obligations are protected, except the right to remuneration and pension. An employee on Carer's Leave is entitled to accrue annual leave and public holidays after the first 13 weeks of absence on carer's leave for each relevant person. Further details on carer's leave can be accessed through www.citizensinformation.ie

5.13 PARENTAL LEAVE

The Parental Leave Acts, 1998-2006, entitle an employee (both male and female) to a maximum of 14 weeks unpaid leave to take care of their children (natural or adopted). S.I. No. 81 of 2013, European Union (Parental Leave) Regulations 2013 has increased the maximum duration of Parental Leave to 18 weeks.

Parental leave must be taken before the child is 8 years of age (16 years of age if the child has a disability or is suffering from a long-term illness¹⁰) except in certain circumstances in the case of an adopted child. If a child is under six years at the time of the adoption, the leave must be taken before the child reaches eight years of age. However, if the child is aged between six and eight years at the time of the adoption, the leave must be taken within two years of the adoption order. The employee must normally have one year's continuous service to be eligible for the full entitlement of parental leave. However, where the child is approaching the age threshold and the parent has more than three months but less than one year's service, the employee is entitled to one week's parental leave for every month of continuous service completed with the organisation when the leave begins.

Each parent has a separate entitlement to leave. The leave may not be transferred between the parents – i.e. the mother cannot take the father's leave and *vice versa* (unless they work for the same organisation and the employer agrees. In this instance, subject to the consent of the employer, the parents shall be entitled to transfer part, not exceeding 14 working weeks, of the period of his or her parental leave to any other relevant parent in respect of the child.). Parental leave does not affect a mother's right to maternity leave.

Where an employee qualifies for parental leave in respect of more than one child, s/he may not take more than 18 weeks parental leave in any 12-month period, unless the Board agrees otherwise. However this restriction does not apply in the case of children of a multiple birth (twins, triplets, etc.).

Parental leave may be taken as a continuous block of 18 weeks or, two separate periods of a minimum of six weeks each. If leave is taken in this way there must be at least 10 weeks between each separate period. The leave may also be broken up

¹⁰ S.I. No. 81 of 2013 states that long term illness "...means a long-term illness, the effect of which is that the level of care required for the child is substantially more than the level of care that is generally required for children of the same age who do not have any such long term illness".

over a period of time by agreement between the organisation and the employee. The time may be broken down, for example, into individual days or weeks, or taken in the form of reduced hours of work. In any event the employee is not entitled to any more than 18 weeks leave per child.

Parental leave may be postponed for up to six months should it be envisaged that such leave would have a substantial adverse effect on the work of the organisation. It may only be postponed twice and must be for objective reasons such as too many employees on leave at that time or if the business could not do without the employee for this particular time period. The organisation reserves the right to terminate the leave if the leave period is not used for the care of young children/child with a disability/long term illness.

Six weeks advance written notice must be given to the organisation. The notice must include the following details:

- the date on which the leave is intended to commence
- the duration of the leave
- the manner in which it is proposed to take the leave
- the name of the child to whom the leave relates and
- the staff member's signature.

A confirmation document must be prepared and signed no later than 4 weeks before the leave is due to begin.

If the parent becomes ill while on parental leave and is unable to care for the child, the leave can be suspended for the duration of the illness. In order to suspend the parental leave, the employee must give written notice and relevant evidence of the illness to the employer as soon as is reasonably practicable. The parental leave resumes after the illness. During the illness the parent is treated as an employee who is sick.

Whilst on parental leave, the staff member will be regarded as being in the employment of the organisation, and will retain all employment rights (except the right to remuneration and superannuation benefits). The absence, therefore will count as reckonable service for the purposes of annual leave, increments, seniority, etc.

Employees retain an entitlement to any public holidays falling during a period of parental leave. The Act provides that a corresponding number of days in lieu of public holidays may be added to the end of the period of leave. Annual leave which accrues during an absence on parental leave will be granted by the employer in accordance with Section 20 of the Organisation of Working time Act, 1997.

Following Parental Leave, an employee is entitled to request a change to his/her work pattern or working hours for a set period. The employer must consider the request having regard to the organisation's and the employee's needs, but is not obliged to grant it. The employer must inform the employee, in writing, of the response to the request not later than 4 weeks after receipt of the request.

Where a request to change working hours/patterns is granted, an agreement must be prepared and signed setting out the changes to the employee's working hours or patterns, or both, as the case may be and the date of the commencement and duration of the set period. A copy of the agreement must be given to the employee. Before the date in which such an agreement is signed, the employee may by notice, in writing signed by him or her and given to the employer, revoke the request.

See **Appendix N** for forms relevant to Sick Leave; Notification of Maternity Leave; Parental Leave and Force Majeure Leave

5.14 SPECIAL / UNPAID LEAVE

In exceptional cases Boards may authorise special, unpaid leave of absence to a staff member. Typically these cases will be in response to a particular domestic situation and will be for a limited time period only. Staff do not have an entitlement to special leave and so any granted must be in agreement with the Board or Staff sub-committee. Boards should be mindful of setting a precedent when considering applications for special leave.

Before leave commences, management must set out clearly in writing the parameters of the leave, duration, notification of return to work, impact on superannuation and annual leave entitlements etc.

5.15 REPLACING STAFF ON LEAVE

Boards who wish to replace staff who are on maternity leave, parental leave, carer's leave or who are absent due to long term sickness must make an application to their Citizens Information Board Service Delivery Executive detailing this request, duration of replacement contracts and any associated costs.

Where a particular type of leave has been taken up or, in the case of special leave, been granted by the Board, and the staff member has been replaced for the duration of the leave, management must be clear to the absent staff member that they will not have an entitlement to return to work until the agreed period has elapsed.

5.16 LEAVE FOR TRADE UNION REPRESENTATIVES

Union representatives may be granted time off with basic pay to undertake routine duties arising from their position. It would seem reasonable that union representatives be allowed to attend four (4) union related events per annum to include training events. Each event should be no longer than one day in duration. Prior permission should be sought to attend an event and notification of the event, including the date should be produced by the union representative when seeking such time off.

SECTION 6: STAFF TRAINING AND DEVELOPMENT

6.1 OVERVIEW

The organization recognises the role and potential that all staff have in contributing to the organisation's ongoing work and has made a commitment to foster a learning culture that will ensure that all staff have an opportunity to develop and acquire a range of knowledge and skills to meet the organisational objectives.

The organisation is committed to the provision of the necessary investment in training, development and education for staff, in order to fulfill the organisation's objectives and contribute to employees' individual growth. Training and development needs are identified through periodic training needs analyses and also the Performance Management and Development System (PMDS).

Training needs will be prioritised and a training plan put in place to meet agreed needs.

6.2 TRAINING AND DEVELOPMENT POLICY

It is the policy of the organisation that training and development opportunities will be made available to meet the organisational and individual needs which arise from the role and development of the organisation.

6.3 TRAINING AND EDUCATION

The organisation recognizes the value of training and development opportunities for its staff.

- Training needs are identified through PMDS and periodic training needs analysis; changes in technology; flexibility and succession planning
- Once identified, it is the responsibility of each staff member and their manager to see that the training takes place. Operational requirements take precedence over scheduled training. Training may need to be postponed or cancelled because of operational issues.
- It is a condition of employment that all employees take part, where required, in training organized by or on behalf of the organisation.

Operational requirements take precedence over scheduled training. Training may need to be postponed or cancelled because of operational issues.

6.4 PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM (PMDS)

6.4.1 Aims of PMDS

The aim of PMDS is to establish a culture of continuous enhancement of individual and organisational performance and capability by:

- Getting a shared understanding of what is expected of staff in their jobs
- Discussing with staff how they are performing
- Supporting them through coaching, training and development to achieve and maintain excellence.

6.4.2 Key Principles and Values

There are a number of key principles and values that underpin the PMDS process:

- It is central to the on-going work of the organisation's managers and staff in that it is the means of delivering the organisation's workplans
- It is a collaborative process – operated in partnership by management and staff

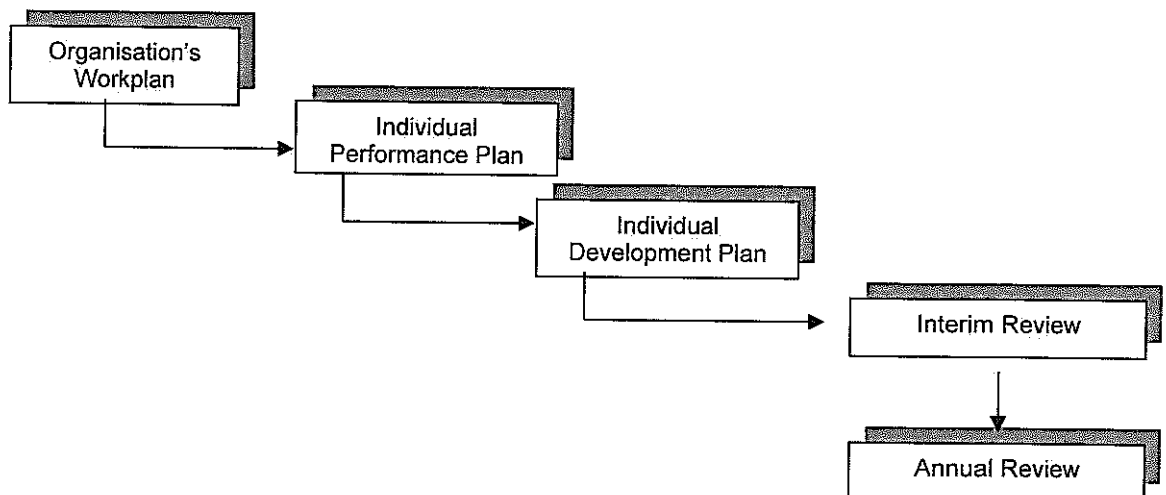
- Agreement of work goals and personal development is central to its success, along with supportive communication regarding performance
- Development of people's capability is at its core; it is not about remuneration or promotion
- It is a process that is simple and pragmatic with a minimum of paperwork.

6.4.3 How the PMDS Process Works

The process has been designed with a view to achieving the following:

- Develop a clear link between the organisation's workplan and individual performance and development plans. This cascade is shown in Fig. 1.
- Provide the basis for on-going management of day-to-day performance as well as for formal planning, reviewing, improving and recognition of performance.
- A straightforward mechanism for performance review and development which has the minimum level of bureaucracy but which is consistently implemented across the organisation.
- Clarity for all concerned about what is expected from them in terms of both what they achieve and how they achieve it.
- High quality feedback processes between manager and staff member.
- Clarity on the range of competencies that apply at all levels in the organisation.
- Encourage individuals to take ownership of their own development to ensure they maximise their effectiveness and contribution.

Figure 1



6.4.4 PMDS Phases

The PMDS process has three main phases:

Phase 1: Performance Planning

- Managers and staff prepare their lists of individual tasks to support the achievement of workplans
- Managers meet staff individually to agree and sign-off on individual tasks, performance goals and development plan.

Phase 2: Interim Review

- Manager and jobholder prepare a self-assessment in relation to performance and development in the relevant period.
- The formal meeting takes place to review progress against plans, receive feedback, and to get coaching on specific aspects of performance.
- If work priorities have changed during the period, this should be reflected in the PMDS process for the following period.
- Performance issues that have arisen over the period are addressed and a plan agreed to deal with them.

Phase 3: Final Review

- Manager and job-holder again prepare a self-assessment in relation to performance and development in the period.
- The review meeting takes place. Performance and development plans are reviewed and an overall description of performance for the year is agreed.
- Performance issues that have arisen over the period are addressed and a plan agreed to deal with them.

6.4.5 Ongoing Feedback and Review

As well as the formal review meetings, it is vitally important that there is regular opportunity for individuals to receive feedback and coaching on their performance and development. The frequency of this process should take account of the ongoing work cycle, but should take place at least every six to eight months.

6.4.6 Dealing with Under-Performance

From time to time a situation can arise where a member of staff is not performing well in their job. Should this arise it is important that it is handled in a positive and proactive manner with a view to finding a solution. The basis of managing under-performance should be positive reinforcement, given regularly, and focusing on what can be done by the team and individual to overcome these issues.

- In order to do this effectively the staff member, along with their manager should: Identify and agree the problem. (A useful exercise might be for both parties to separately write out the nature of the issue(s) and possible outcomes). **Establish the source or cause of the problem. Performance problems can be as much a symptom of work related issues as problems that originate outside the work arena.**
- Reach agreement on matters such as: Did the person fully understand what was expected of them? Did the staff member have the capacity, skills, support and/or the resources to do the job/task? Have they the right attitude?
- Decide and agree on the action required. Action can be taken by the manager, the individual or by both.
- Follow through on actions required and within agreed timeframes.
- Monitor and provide feedback. This is a crucial step and can be undertaken by both manager and staff, both individually and jointly.

If the performance issue remains unresolved it should be brought to the attention of the Board, or sub-committee of the board, which deals with staff issues, who will review the matter and all issues involved. The Board may decide if external intervention is required (i.e. external to the service team, internal or external facilitator), or, if felt warranted, the matter should be dealt with under the disciplinary code.

SECTION 7: PAY AND BENEFITS

7.1 GENERAL PAY

Each grade in the organisation has an incremental pay scale that is based on a comparator pay scale in the health service.

7.2 PAYMENT OF SALARIES

For the majority of staff, paydays are a specified day of the month, by electronic transfer into the employee's bank account. December payday is the exception where special arrangements may apply. Statutory deductions in relation to tax, social insurance and levies will apply.

The onus is on the employee to ensure that their Tax Credits are up to date. All employees are issued with a payslip outlining pay and deductions.

For the purposes of the Payment of Wages Act 1991 and otherwise employees consent to the deduction of any sums owing by them to the organisation at any time from their basic salary or from any other payment due from the organisation to the employee as set out in the Staff Handbook. The Company will take a reasonable approach to recouping monies owed to it by employees including phased payments.

On joining the organisation each employee is required to submit a completed P45, where appropriate, so that the correct tax deductions can be made. All staff members will receive a P60 annually. On leaving the organisation, the staff member will receive a completed P45.

7.3 INCREMENTS

Progress through pay scales will be on the basis of one-year increments. Increments are awarded on the anniversary of the starting date of employment. There is no question of an employee receiving more than one increment annually.

Job sharers/part-time staff receive increments under the same conditions as full-time equivalent staff.

7.4 PAY SCALES

Current pay scales are notified to the organisation by the Citizens Information Board who receive them in the first instance from the Department of Health and Children. Staff should be notified of the latest pay scales as and when they become available to the organisation.

Pay scales, are adjusted in accordance with agreed national wage agreements and are set out at **Appendix R:**

7.5 ACTING-UP ALLOWANCES

Staff may be paid an acting-up allowance when they fill a more senior position left temporarily vacant due to sick / maternity leave etc for a period of greater than 30 days.

When the situation arises, staff eligible to temporarily fill the role are notified by the Line Manager or Board and invited to indicate their interest in the role. Candidates are then interviewed, usually by the Line Manager and Board before the acting up

appointment is made. Appointments are made on the basis of this internal interview taking account of experience and general performance.

The staff member who is selected will be placed, for the duration of the assignment, onto the first increment of the higher scale. Where an individual's salary in the post from which they will be acting up is higher than the first point on the higher scale, they will be placed on a point on the acting up scale equivalent to the amount of their current salary, plus one point.

7.6 PENSION SCHEME

A defined contribution pension scheme is being put in place for NAS employees. The employer contribution to the scheme will be 7% of an employee's salary with the employee contributing 5% of salary.

CIB has appointed Acumen and Trust to act as professional Trustee for CIB delivery partner occupational pension schemes. Acumen and Trust can be contacted at telephone: 01 293 6500.

7.7 PRSAs (PERSONAL RETIREMENT SAVINGS ACCOUNTS)

A PRSA (Personal Retirement Savings Account) is, in effect, a personal pension plan, provided by banks, building societies and insurance companies, usually with brokers acting as intermediaries. Staff who are not eligible to contribute to the organisation's scheme must have access to the PRSA provider selected by the organisation. Should the staff member have a PRSA with another provider the organisation will facilitate their payments through payroll on request. Where the organisation provides a pension scheme, it will not contribute to PRSAs except where existing arrangements were put in place by the staff member and the organisation.

New staff who wish to contribute to a PRSA in addition to their contributions to the defined contributions pension scheme, can do so through payroll by advising the organisation in writing. All PRSA deductions will be shown on the staff member's payslip.

7.8 TRAVELLING EXPENSES

Staff members who are required to undertake journeys away from their office on the organisation's business will be paid travelling and subsistence expenses in accordance with Department of Finance approved rates. Changes in rates will be notified to delivery partners by the Citizens Information Board.

Staff should ordinarily avail of public transport where work requirements necessitate the undertaking of a journey. All reasonable expenses necessarily incurred whilst undertaking an authorised journey will be reimbursed.

In cases where staff members are required to use their own private car in the course of work for the organisation, approval will be sought in advance from the Line Manager prior to undertaking any journey. Staff using their own car where public transport could have been used and sanction was not obtained may claim only the public transport rate for that journey.

The Civil Service Motor Travel and Subsistence Rates are the rates applied to travel and subsistence incurred by the organisation's personnel. The payment of these rates must be in compliance with Circular 11/82 Travelling and Subsistence Regulations, a copy of which is attached at **Appendix O**. Travel and subsistence rates change from time to time and CIB will keep delivery partners informed of

current rates. The rates applicable from **March 2009 to date** are set out below. **(Please note** the rate reduces where an individual has exceeded 4,000 miles or 6,437 kilometres in any one year):

Official Motor Travel in a calendar year	Engine Capacity up to 1200 cc	Engine Capacity 1201 cc to 1500 cc	Engine Capacity 1501 cc and over
Up to 6,437 km	39.12 cent	46.25 cent	59.07 cent
6,438 km and over	21.22 cent	23.62 cent	28.46 cent

Under the Road Traffic Act, 1961, responsibility for arranging motor insurance rests with the owner of the car, even when the car is used for an employer's business. Therefore, staff who are using their own vehicle are responsible for ensuring that they are properly covered by motor insurance for use of the vehicle in the course of their work so as to indemnify the organisation from any claims. Where an additional insurance cost is incurred by staff members using their vehicles on a regular basis, the organisation may cover the additional cost of this insurance upon receipt of insurance cover, indicating additional cost. Staff who use their car in the course of their work must clarify the position in relation their own insurance cover with their insurance provider. Before undertaking any travel using their own private car, staff must provide evidence to the Line Manager that they are covered by motor insurance for use of the vehicle in the course of their work and that the organisation is indemnified against claims.

Travelling expenses will not be paid in respect of any portion of a journey that covers all or part of a staff member's usual route between home and their place of work. Where the organisation's personnel proceed on an official journey direct from home or return home direct, the travelling allowance payable will be calculated by reference to the distance from home or headquarters, whichever is the lesser. Where an employee is obliged to attend a work related event out of working hours and the employee has travelled home from work prior to travelling to the event, the employee claims expenses from home rather than from office base.

Where travel/subsistence expenses are incurred by a staff member, the individual should complete an 'Account of Travelling Expenses Form' and should pass the completed form to their Line Manager for approval and submission for payment.

*Sample Travel & Subsistence /Expense form can be found in **Appendix P***

7.9 SUBSISTENCE ALLOWANCES

Subsistence, which covers meal and accommodation costs, is payable on the basis of time spent away from base office. The claim rates are banded on a 5-hour, 10-hour and overnight (covering up to 24 hours) basis. These time categories refer to the time spent away from the office.

Day rate subsistence is not payable when the out-of-office work is within a distance of 8 miles of the staff member's home or office or is within the urban area, e.g. Dublin, Cork, Limerick and Galway). Overnight subsistence is not generally payable where the out of office work is within 15 miles of the staff member's home or office.

Valid **March 2009** [delivery partner organisations will be informed by CIB when rates are revised]

Night Allowance	10 hours or more	5 hours but less than 10 hours
€107.69	€33.61	€13.71

~~Where staff are away from the office for 10 hours or more, and their meals are provided to them they may claim the 10-hour rate less the 5-hour rate (e.g. €33.61 – €13.71 = €19.90)~~

Staff members should complete 'Account of Travelling Expenses' form, pass to their Line manager for approval and submit for payment.

7.10 COMMUTER TICKET PURCHASE SCHEME (DUBLIN ONLY)

Staff who wish to purchase their commuter tickets (monthly or annual) through payroll should be facilitated. For further details on this tax efficient scheme, please contact Dublin Bus or log onto www.dublinbus.ie.

SECTION 8: EMPLOYEE RELATIONS

CIB has Employment Practice Liability Insurance in place for its Delivery Partners. A requirement of the policy provider is that it is advised of issues which might result in possible claims against the policy as soon as the employer becomes aware of such an issue. Failure to notify in a timely manner will result in a claim not being covered by the policy.

On this basis, CIB must be informed within 24 hours of an issue which has the potential to be escalated to litigation or to a claim against either the NAS or CIB. In particular we require notification of the following:

- Any risk or suggestion whatsoever by a third party to take the delivery partner or CIB to court irrespective of the reason
- Any risk or suggestion whatsoever to refer a matter involving the delivery partner or CIB to any of the employment dispute resolution bodies
- Any formal complaint under the Bullying, Harassment and Sexual Harassment procedures or Grievance procedures.
- Any formal disciplinary proceedings being taken by a NAS against a staff member

This section of the Handbook deals with Dignity at Work, grievance and disciplinary matters. The procedures set out in this section relating to the handling of grievances and disciplinary matters relate solely to direct employees of the organisation¹¹.

It is highly recommended that each Board appoint a Staff Committee (see p.16), the purpose of which is set out in the Draft Terms of Reference for a Staff Sub-Committee at **Appendix C**. If a Board does not have a permanent Staff Committee, it is advised that an ad hoc Staff Committee be nominated by the Board to handle a grievance / bullying or harassment allegation / disciplinary issue as the need arises.

Employee relations cover areas that include bullying and harassment or sexual harassment, grievance procedure and disciplinary procedure.

DIGNITY AT WORK POLICY

Dignity is about a sense of self-worth, about the quality of being worthy of respect and about celebrating the individual differences and similarities that each person brings to the workplace.

The organisation is committed to protecting the dignity of all its employees by implementing and promoting measures to create a safe and respectful work environment, free from discrimination, harassment, racism and disrespectful behaviour, by dealing professionally and efficiently with any complaints of such conduct.

This policy is designed to protect employees from all untoward actions by their colleagues, Board members, volunteers, contractors, customers, suppliers, visitors to the workplace or

any person with whom they may have contact during the course of their working life with NAS.

This policy applies not only during normal working hours on the organisation's premises but also at all work-related social events, activities, business trips or training courses, regardless of location or whether or not they take place during normal working hours.

BULLYING, HARASSMENT AND SEXUAL HARASSMENT POLICIES

Statement of Policy

The policy of the organisation is to provide a workplace for staff that is free from bullying and harassment (including sexual harassment) from co-workers, volunteers, Board members clients, customers and other business contacts. The protection of this Dignity at Work policy extends to those employed through employment agencies, vocational training and beyond the workplace to conferences and training and may extend to work-related social events.

The Board and Line Manager(s) have a responsibility to ensure that bullying, sexual harassment or harassment do not occur and that complaints are addressed speedily. The Board and management will provide good example by treating all in the workplace with courtesy and respect and will:

- Promote awareness of the dignity at work policy and procedures
- Be vigilant for signs of bullying/harassment and take action before a problem escalates
- Respond sensitively to an employee who makes a complaint
- Explain the procedures to be followed when a complaint is made
- Ensure that the alleged perpetrator is treated fairly
- Ensure that an employee making a complaint is not victimised for so doing
- Monitor and follow up the situation after a complaint is made so that bullying/harassment or sexual harassment does not recur
- Use information gathering from monitoring to evaluate the policy and procedures at regular intervals, with changes recommended where appropriate
- Review the policy on a regular basis in line with changes in the law, relevant caselaw or other developments
- Communicate the policy effectively to all those potentially affected by it including management, employees, volunteers, clients and business contacts
- Train staff on issues of sexual harassment and harassment.

Employees have duties to behave and conduct themselves so as to respect the right of employers and other employees to dignity, courtesy and respect at work and the right not to be placed at risk as regards to their safety, health and welfare from bullying/harassment or sexual harassment at work. Bullying/harassment and sexual harassment by employees constitutes misconduct and will if a complaint of such behaviour is upheld, be subject to disciplinary action up to and including dismissal. Employees should also cooperate by providing any relevant information when an allegation of bullying, harassment/sexual harassment at work is being looked into whether in an informal or formal stage.

This policy also recognises the contribution to be made by trade unions, in the prevention of sexual harassment and harassment in the workplace through their participation in the development and implementation of policies and procedures, through their information and training services, and through the collective bargaining process. Trade unions may also play a role in providing information, advice and representation to employees who have been

sexually harassed or harassed, and to employees against whom allegations of sexual harassment and harassment have been made.

Bullying, harassment or sexual harassment by non-employees such as clients, customers, volunteers and business contacts will not be tolerated and may lead to termination of contracts, exclusion from premises, suspension of services or to the imposition of other sanctions as appropriate.

It is the policy of the Board to have in place agreed definitions of bullying and harassment that are clearly stated and available to all personnel of the service.

Further to this, the policy has in place procedures, both informal and formal, that will apply when incidents of any of these unacceptable behaviours are alleged. Complaints by employees of bullying, harassment and sexual harassment will be treated with fairness, sensitivity, respect and confidentiality for all parties concerned. Employees who bring a complaint of bullying, harassment or sexual harassment; give notice of intention to bring such a complaint or who support a complaint or give evidence in proceedings will not be victimised.

No assumption of culpability will be made by the Board/management of a person against whom an allegation of bullying/harassment/sexual harassment is made in the course of the handling/investigation of the complaint.

Definitions

For the purposes of this policy, bullying, harassment and sexual harassment are defined.

Bullying

The Health and Safety Authority¹² (HSA) defines bullying as:

“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 individual’s right to dignity at work.

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

A person may be subject to bullying by a Board Member, manager, colleague, volunteer, by an employee under their supervision, or by non-employees such as clients or business contacts of the organisation both within the workplace and off site at work related events. Bullying or harassment can be perpetrated against an individual or group of employees and can take many forms, both obvious and more subtle or insidious. Examples include:

- Open aggression, threats, shouting, verbal abuse, and use of obscenities
- Humiliating and ridiculing a person in front of others
- Setting impossible deadlines
- Persistently finding fault with a person’s work and using this as an excuse to humiliate the person rather than trying to improve their performance
- Undermining behaviour
- Withholding information necessary for the completion of tasks

¹² HSA Code of Practice on the Prevention and Resolution of Bullying at Work. May 2007.

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- Excessive supervision and checking a person's work
 - Constantly taking the credit for another person's work but never the blame if things go wrong
 - Passing on gossip or unfounded rumours.

This list gives an indication of what is meant by bullying. It is neither exhaustive nor prescriptive.

Bullying is not:

- Legitimate management responses to pressurised situations that require immediate action or which arise from staff shortages, increased workload etc. This includes reasonable and essential disciplinary actions or any actions taken which can be justified as regards the safety, health and welfare of employees
- Constructive and fair criticism of an employee's work or performance
- An isolated incident of any of the behaviours listed above. This might be an affront to dignity but as a once-off incident is not considered to be bullying.

Harassment

The Equality Act, 2004¹³ expressly prohibits harassment. Statutory Instrument No. 208/2012 provides the following definition:

"...any form of unwanted conduct related to any of the discriminatory grounds 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."

The nine distinct grounds on which discrimination is outlawed under the Employment Equality Acts, 1998-2004 are:

Gender — man, woman, (this also includes transgender).

Civil Status — single, married, separated, divorced, widowed, in a civil partnership within the meaning of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 or being a former civil partner in a civil partnership that has ended by death or been dissolved.

Family Status — responsibility as a parent or as a person *in loco parentis* in relation to a person under 18, or as a parent or the resident primary carer of a person over 18 with a disability which is of such a nature as to give rise to the need for care or support on a continuing, regular or frequent basis.

Sexual Orientation — heterosexual, bisexual or homosexual.

Disability — this is very broadly defined in section 2(1) of the Employment Equality Act and includes most disabilities.

"Disability" means—

¹³ S.I. No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012.

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- (a) the total or partial absence of a person's bodily or mental functions, including the absence of a part of a person's body,
 - (b) the presence in the body of organisms causing, or likely to cause, chronic disease or illness,
 - (c) the malfunction, malformation or disfigurement of a part of a person's body,
 - (d) a condition or malfunction which results in a person learning differently from a person without the condition or malfunction, or
 - (e) a condition, disease or illness which affects a person's thought processes, perception of reality, emotions or judgment or which results in disturbed behaviour, and includes a disability which exists at present, or which previously existed but no longer exists, or which may exist in the future or which is imputed to a person.

Age — the protection against age-related discrimination (including harassment) in employment applies only to employees over the maximum age at which a person is statutorily obliged to attend school. The minimum school leaving age is currently 16 years, or the completion of three years of post-primary education, whichever is the later.

Race — race, colour, nationality or ethnic or national origins.

Religious Belief — includes different religious background or outlook, (including absence of religious belief).

Membership of the Traveller Community — "Traveller community" means the community of people who are commonly called Travellers and who are identified (both by themselves and others) as people with a shared history, culture and traditions including, historically, a nomadic way of life on the island of Ireland.

Employers have obligations to reasonably accommodate employees with disabilities (unless such measures would impose a disproportionate burden). This obligation should be taken account of when making this policy available to staff.

The protection of the Act extends to situations where the employee does not have the relevant characteristic related to the discriminatory ground but the perpetrator believes that he/she has that characteristic, for example, if the perpetrator believes the employee is gay and the employee is not. Protection is also extended to cover different treatment of an employee because he/she has rejected or accepted the sexual harassment or harassment. The Employment Equality Act protects employees who, for example, seek redress under the Act, support a complainant, or give evidence in proceedings, by prohibiting their being victimised by dismissal or other penalty for doing so.

The Employment Equality Act protects employees from employment-related sexual harassment and harassment. It distinguishes between sexual harassment (sexual or gender based) and harassment based on one or more of the other grounds. Harassment that is based on the following grounds — civil status, family status, sexual orientation, religion, age, disability, race, or membership of the Traveller community ground — is a form of discrimination in relation to conditions of employment. Sexual harassment is a form of discrimination on the gender ground in relation to conditions of employment.

Harassment can include the following:

- Acts, requests, spoken words, gestures or the production, display or circulation of written words, pictures, or other material.
- Jokes, comments, ridicule or songs
- Text messages, emails, notices
- Jostling, shoving or any other form of physical assault
- Visual displays such as posters or badges

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- Gestures, posturing or threatening poses
 - Excessive monitoring of work
 - Isolation or exclusion from work-related social activities
 - Unreasonably changing a person's job content or targets
 - Pressure to behave in a manner that the employee thinks is inappropriate, for example being required to dress in a manner unsuited to a person's ethnic or religious background.

A single incident may constitute harassment. This list is neither exhaustive nor prescriptive.

Sexual Harassment

For the purposes of this policy, sexual harassment¹⁴ is defined as

“... 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 of sexual harassment include:

- *Physical conduct of a sexual nature* — This may include unwanted physical contact such as unnecessary touching, patting or pinching or brushing against another employee's body, assault and coercive sexual intercourse.
- *Verbal conduct of a sexual nature* — This includes unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that such suggestions are unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendos or lewd comments.
- *Non-verbal conduct of a sexual nature* — This may include the display of pornographic or sexually suggestive pictures, objects, written materials, emails, text-messages or faxes. It may also include leering, whistling or making sexually suggestive gestures.
- *Gender-based conduct* — This includes conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee because of his or her sex such as derogatory or degrading abuse or insults which are gender-related.

This list is neither exhaustive nor prescriptive.

It is up to each individual to decide what behaviour is unacceptable, irrespective of the attitudes of others.

PROCEDURES FOR DEALING WITH BULLYING, HARASSMENT OR SEXUAL HARASSMENT

The use of this procedure will not affect the complainant's right to make a complaint under the Employment Equality Act. Complaints under the Employment Equality Acts may be made to the Equality Tribunal using the Workplace Relations Complaint Form (www.workplacerelations.ie). A complaint to the Equality Tribunal must be made within six (6) months of the date of the occurrence of the alleged inappropriate behaviour or, if

¹⁴ S.I. No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012.

applicable, the date of its most recent occurrence. This period may be extended by six months to a maximum of 12 months by the Director of the Equality Tribunal where the complainant can show reasonable cause for the failure to submit the claim within six months.

Contact Persons

Contact Persons to be put in place for NAS.

Other Supports

An employee who feels s/he is being bullied or who has had an allegation of bullying/harassment/ sexual harassment made against him/her, can contact the Employee Assistance Programme or their Trade Union representative for support.

See list of Contact Persons and their contact details below.

Designated Person

Where an allegation of bullying/harassment or sexual harassment is made to a line Manager or to a member of the Board by an employee, the Board will nominate a Designated Person to deal with the complaint on behalf of the organization. This person may be the Line Manager or a nominee of the Board as appropriate to the allegation.

Informal Procedure

Any staff member who feels they are being bullied, harassed or sexually harassed should keep detailed notes of each incident, including dates, times and their feelings at the time, as they will need to refer to specific incidents in the context of these procedures. The staff member can then consult with a Contact Person (see names and contact details below), trade union representative or work colleague –if at all possible prior to bringing a complaint of bullying, harassment or sexual harassment to their employer.

An employee who is being bullied/sexually harassed or harassed should object to the conduct where this is practicable. In some cases it may be possible and sufficient for the employee to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends them or makes them uncomfortable and that it interferes with their work. Where this is too difficult for an individual to do on his/her own, the individual could seek support from, or for an initial approach to be made by, a friend, designated person or trade union representative.

If the employee decides to make a complaint of bullying to his/her employer, s/he should bring the complaint to the attention of the Line Manager or to a Board member. The employer will designate a person who will handle the complaint.

- The Designated Person will make contact with the employee who has made the complaint. The complaint may be verbal or written. If verbal, a written note of what is complained of will be taken by the Designated Person and a copy given to the complainant.
- The Designated Person who is handling the complaint should then establish the facts, the context and then the next course of action in dealing with the matter under the informal procedure.
- The decision of the Designated Person based on the facts may be that the complaint is legitimate insofar as it is in line with the definition of the behaviour complained of, or that the complaint does not fall within the definition of the behaviour complained of.

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- If the complainant is not satisfied with the decision of the Designated Person as to the legitimacy of the complaint, the complainant may appeal the decision of the Designated Person to [Board member to be nominated by the Chair/HR Sub-Committee Chair].
 - If the complaint concerns bullying/harassment/sexual harassment as defined and includes concrete examples of inappropriate behaviour, the person complained against will be presented with the complaint and his/her response established.
 - A method will be agreed to progress the issue to resolution so that both parties can return to a harmonious working environment without bullying/harassment/sexual harassment being a factor.
 - If the behaviour complained of does not concern bullying/harassment or sexual harassment as defined above, an alternative approach will be put in place and the reason for this alternative approach explained to the parties to the complaint. If there are no concrete examples of inappropriate behaviour given, it will be deemed that there is no complaint to be answered by the person complained of as they have no recourse to repudiating an accusation that does not give any specifics.

This informal procedure is based on the recognition that often, persons engaged in bullying or harassment (or sexual harassment) may stop when they realise their victim is no longer prepared to tolerate the situation. Other persons may respond to an allegation of bullying by trivialising the complaint in order to make it appear that the victim is overreacting. The bully may joke about the behaviour complained of and insist other people don't find such behaviour offensive.

In such cases it should be pointed out that nobody is obliged to tolerate behaviour simply because other people do not find the behaviour objectionable and that one does have the option of making a formal complaint.

Mediated Procedure

If both parties to the complaint are agreeable to participate in mediation to reach a resolution, this will be arranged by the Designated Person on behalf of the organisation.

Where a mediated procedure is availed of there will be a signed agreement by both parties in advance of the mediation to the effect that all matters save an agreed outcome or solution shall be confidential to the procedure. Should the procedure fail to lead to an agreed outcome / solution there will be no blame attached to either party for the failure. The determination in such a case shall be that the situation was not amenable to a mediated outcome. Where an agreed solution is arrived at, the agreement will be put in writing by the mediator and signed off by both parties. Should either or both parties refuse to sign the agreement, the situation will be found to not have been amenable to mediation. In cases where it was found to not have been amenable to mediation, the formal procedure will be invoked.

Formal Procedure

A staff member's natural and statutory rights will be upheld at all times in the operation of this bullying/harassment procedure in line with the general principles of natural justice.

The rules of natural justice will underpin any formal investigative procedure, that is:

- *The right to be heard*

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- Details of the complaint or allegations will be outlined
 - Details of supporting information or documentation will be outlined
 - All parties will have the right to respond to the decision maker in their own defence prior to a decision being made;
 - *A person should not be a judge in their own cause – the rule against bias*
 - The decision maker will have an open mind with no pre-judgement
 - Nothing will prejudice the view of the decision maker
 - The decision maker will not have a personal interest in the decision they are making – they will be impartial.

The Formal Complaints Procedure can be initiated if the employee making the complaint wishes it to be treated formally or if after the informal and/or mediated stage, the bullying, harassment or sexual harassment persists, or if it is not appropriate to resolve the problem informally or through mediation due to the severity of the bullying or harassment. The following procedure must be invoked within six months of the alleged incidences.

The Complaint

- The complaint should be clearly set down in writing, giving details of actual incidents, rather than attacking the character of the person against whom the complaint is being made
- The written complaint should be submitted to the line Manager or a nominated Board Member. Both the complainant and the alleged perpetrator will then be formally advised of the steps involved in the formal procedure
- The organisation will nominate a Designated Person to handle the complaint
- If the complaint is deemed to be in line with the definition of the behaviour complained of, the alleged perpetrator will be notified in writing that an allegation has been made against them. They will be given a copy of the statement of complaint and advised that they will be given a fair opportunity to respond to the allegations made against them
- Both the complainant and the alleged perpetrator will then be formally advised by the Designated Person of the steps involved in the formal procedure
- Arrangements will be made to carry out an investigation as soon as possible. For the duration of the investigation the Board may, if appropriate, adjust the working arrangements of the parties involved. Such adjustment will carry no inference as to the eventual outcome of the procedure.

The Investigation

- All parties to the complaint should continue to work normally during the investigation if possible.
- There may be cases where it is deemed best to remove a staff member from the workplace whilst an investigation is being held. In these cases the employee can be suspended on full pay for the duration of the investigation. Such suspension is solely to facilitate the investigation. It is not a penalty.
- The investigator/investigative team will be appointed by the Designated Person and will comprise the Line Manager or Board member as appropriate plus one other person. Such an investigative team should have gender balance and ideally should seek to ensure diversity across the other eight grounds. All of those on the

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- investigative team should have received appropriate training.
 - External assistance may be necessary to deal with complaints in some circumstances so as to ensure impartiality, objectivity and fairness in an investigation. Where an external investigator is engaged by the Designated Person to carry out the investigation, it shall be the function of the external investigator to appoint the investigative team where more than one person is deemed necessary to investigate the complaint. It shall be a requirement that all investigations are carried out in line with this policy and within an agreed timeframe, irrespective of the composition of the investigative team.
 - The alleged perpetrator will receive full details in writing of the nature of the complaint including written statements and any other documentation or evidence including witness statements, interview notes or records of meetings held with the witnesses.
 - The alleged perpetrator will be given time to consider the documentation and an opportunity to respond.
 - The investigator/investigative team will conduct separate interviews with the complainant and the alleged perpetrator to establish the facts surrounding the allegations.
 - In the case of a complaint of harassment/sexual harassment, both the complainant and alleged perpetrator may be accompanied by a trade union representative, representative, friend or work colleague if they so choose.
 - In the case of a complaint of bullying, both the complainant and alleged perpetrator may be accompanied by a trade union representative or a work colleague.
 - The investigator/investigative team will interview any witnesses to the alleged incidents and other relevant persons.
 - Confidentiality will be maintained throughout the investigation to the greatest extent consistent with the requirements of a fair investigation. Witnesses will respect the privacy of the parties involved by refraining from discussing the allegations with colleagues or persons within or outside of the organisation.
 - The investigation will be completed as soon as possible unless there are exceptional circumstances, e.g. absence of a key witness on annual leave. Where a delay is anticipated, both parties to the dispute will be notified and an indicative date for completion of the investigation provided where possible.
 - A written record will be kept of all meetings and investigations.
 - The investigation team will produce a written report outlining its findings and the reason for its final decision. Both parties will be given a copy of the report of the investigation and will have an opportunity to comment, within a set deadline, before the Board decides on any action to be taken.

Resolution

- Both parties will be advised of the outcome of the investigation.
- If the investigative team finds, on the basis of the information collected, that the complaint is well founded and the alleged bully or harasser has a case to answer, the report will recommend whether the organisation's disciplinary procedure should be invoked.
- If a complaint is upheld against a non-employee, the report should recommend appropriate sanctions.
- If disciplinary action against an employee is recommended by the investigator/investigative team, a disciplinary hearing will be arranged.
- Disciplinary action may include suspension without pay or dismissal.
- Appropriate non-disciplinary actions may be recommended (e.g. training).
- Both parties to a complaint will receive support (e.g. counselling/EAP) and regular review following the investigation.
- A person who is deemed to have made a malicious or vexatious complaint will be

called on to attend a disciplinary hearing which may result in a disciplinary sanction

Appeal

- Either party can appeal the decision in writing to the Designated Person within 10 days of notification of the outcome of the investigation. Both parties will be notified that the decision is being appealed. In no circumstances will any party involved in the investigative procedure outlined above be involved in the appeals procedure.
- The appeal will be heard by the Chair of the organisation and a member of the Board of the organisation not already involved in the matter. Both parties will be notified of the outcome of the appeal within 5 working days of the appeal hearing.
- The decision reached at appeal stage will be final. There will be no further right of internal appeal.

No person who is party to the grievance or who adjudicated on the grievance at an earlier stage can hear an appeal. Where the Chair is involved in a grievance, the appeal should be addressed to another member of the Board not already involved in the matter. A note-taker will be present at the appeal.

A written record will be kept of all hearings, correspondence and interviews which take place during the course of the investigation, appeal and any other follow-up actions.

Monitoring

- The situation will be closely monitored to ensure the bullying harassment or sexual harassment (where it is found to have happened) has stopped.
- It will be considered a matter of gross misconduct to penalise or retaliate against a colleague for bringing a complaint of bullying, harassment or sexual harassment.
- Likewise, after an investigation, where a complaint has not been upheld, management, and parties concerned, will seek to take all reasonable steps to resolve any matters raised in the course of the investigation. Management will also take reasonable steps to restore the reputation of the person against whom the complaint was made and ensure their career does not suffer as a result of the complaint.

The Employee Assistance Programme (EAP) is available to staff at all times. The services offered through the EAP may be beneficial to anyone involved in a complaint of bullying/harassment or sexual harassment. The EAP may be contacted at Freephone number: 1800 995 955, online at: www.vhieaponline.co using the Username: vhcis and the password: eap.

If an employee remains unsatisfied having exhausted the internal means of reaching resolution, the matter may be brought to the Equality Tribunal using the Workplace Relations Complaint Form (www.workplacereactions.ie).

The content of S.I No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012 is applicable to this policy

CONTACT PERSONS

To be put in place.

8.8 HANDLING EMPLOYEE GRIEVANCES

The aim of this procedure is to safeguard harmonious working relations within the organisation, to avoid disruption in the provision of services and to provide for the resolution of grievances in a reasonable and orderly fashion. It is recognised that all grievances or disputes should be resolved between staff members themselves or between staff members and management within the ordinary day-to-day operations of the organisation in the first instance.

Staff grievances that are not dealt with as they arise can lead to an escalating problem with the staff member. The matter will almost certainly be important to the individual employee and delay in dealing with it may lead to further frustration and possibly industrial unrest.

Principles of Natural Justice

A staff member's natural and statutory rights will be upheld at all times in the operation of the grievance procedure in line with the general principles of natural justice, i.e.

- Employee grievances are fairly examined and processed
- Where relevant, details of any allegations or complaints are put to the employee concerned
- The employee concerned is given the opportunity to respond fully to any such allegations or complaints
- The employee concerned is given the opportunity to avail of the right to be represented¹⁵ during the procedure
- The employee concerned has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors or circumstances.

Adequate records must be maintained.

Staff have the right to be accompanied at grievance hearings by a colleague or a union representative. Employees must be advised of this right prior to each hearing/appeal even if they have chosen to forego this right.

External mediation is available as a means of resolving the matter at issue at any stage of the grievance procedure with the agreement of the party(ies) to the grievance.

A summary of all grievance meetings will be recorded and copies issued to all in attendance.

Handling of Grievance Procedure by the Board

The Board should bear in mind that there are a number of stages to the grievance procedure. Boards will need to identify in advance who will hear the grievance at the various stages. Those who hear the grievance at one Stage cannot hear it again at a further stage in the process nor can they hear the appeal.

¹⁵ S.I. 146 2000 under General Principles part 4 states "for the purpose of this Code of Practice, "employee representative" includes a colleague of the employee's choice and a registered trade union but not any other person or body unconnected with the enterprise".

In order to avoid damaging the impartiality of Board members who may be called on to conduct a hearing related to a staff relations procedure, the detail of grievances, disciplinary matters or allegations of bullying, harassment or sexual harassment should not be discussed at full meetings of the Board. Such matters should be handled by the Board's staff sub-committee.

Where a staff relations issue is reported to the Chairperson, the matter should be delegated to the Staff Sub-Committee of the Board. This ensures that the Chair remains impartial and is then in a position to hear the grievance at Stage 3 (see below).

The Staff Sub-Committee can notify the Board that a grievance/disciplinary issue, allegation of bullying etc. is being handled and the stage that the matter is at without giving details of those involved or of the incident giving rise to the procedure.

Obtain all the relevant facts. Grievances are sometimes a symptom of deeper problems.

The following sets out the recommended procedure for the handling of grievances by employers¹⁶.

8.8.1 GRIEVANCE PROCEDURE

Stage 1 - Informal Procedure

It is recognised that all grievances or disputes should be resolved between staff members themselves or between staff members and management within the ordinary day-to-day operations of the organisation in the first instance.

Normally issues or concerns can be resolved between the employee(s) and their Line Manager in the normal course of their day-to-day working relationships. In cases where these cannot be resolved, the following resolution procedure may be used.

External mediation is available as a means of resolving the matter at issue at any stage of the grievance procedure with the agreement of the party(ies) to the grievance.

Stage 2

The employee should refer the issue or concern as soon as possible, in writing, to their Line Manager¹⁷. This is to enable the employee to have their grievance heard, investigated and any action taken if appropriate.

In the event that the Line Manager is a party to the grievance, the employee may notify the Chair that s/he has a grievance which involves the Line Manager. The Chairperson will nominate two Board members to hear the grievance.

Where a Line Manager has a grievance that involves the Chair, an approach can be made to the Staff Sub-Committee (if such is in place) or to a Board member. Two Board members will be nominated to hear the grievance.

¹⁶ See Labour Relations Commission's Code of Practice on Grievance and Disciplinary Procedures, August 2006.

¹⁷ The Chairperson is the National Manager's Line Manager; the National Manager is the Regional Advocacy Manager's Line Manager; the Regional Advocacy Manager is the Line Manager for the Senior Advocates, Advocates and Administrators in the relevant region.

Hearing

A meeting to hear the grievance will be arranged (see paragraph entitled 'The Hearing' below for conduct of Hearing). Two members of the Board will be nominated to hear the grievance. The parties to the grievance will be notified in writing of the date, time and location of the hearing and of the names of those who will hear the grievance. Each employee involved in the grievance may request a work colleague, or trade union representative to attend the hearing. A note taker will be present to record the hearing. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved in the grievance. It should be borne in mind however, that the note taken may have to be relied upon at a later stage should the matter be taken by the employee to a third party forum.

The employee(s) will be notified of the outcome of the hearing within 5 working days of the hearing.

Stage 3 – Appeal

PLEASE NOTE: The organisation must seek and follow HR support and advice in the handling of grievances which are escalating or have escalated to formal stage. The Board can arrange in advance of a hearing/appeal to have the support of CIB HR & Governance team and/or of the CIB appointed HR Adviser, currently Graphite/Peninsula, available by telephone while the hearing/appeal is underway. The hearing/appeal can be temporarily adjourned if those hearing it require advice.

No person who is party to the grievance or who adjudicated on the grievance at an earlier stage can hear an appeal. Where the Chair is involved in a grievance, the appeal should be addressed to another member of the Board not already involved in the matter. A note-taker will be present.

The appeal will be heard by the Chair of the organisation and a second member of the Board not already involved in the matter. The employee(s) will be notified of the decision arising from the appeal within 5 working days.

A summary of the appeal hearing will be recorded, issued to those in attendance at the appeal and a copy held on the employee's personnel file.

The decision of the appeal committee, following the exhaustion of the above procedure, will be final.

In the event of the grievance not being resolved even after external mediation, the employee may refer the matter to the relevant third party forum, e.g. Rights Commissioner Service, Employment Appeals Tribunal, etc. through the Workplace Relations Customer Service, Department of Jobs, Enterprise and Innovation, O'Brien Road, Carlow.

External mediation is available as a means of resolving the matter at issue at any stage of the grievance procedure with the agreement of the party(ies) to the grievance.

Conducting the Hearing

The person designated by the Board to hear the grievance should be accompanied, e.g. the Development Manager/CIPS Manager/CIPS Team Supervisor/Regional Advocacy Manager should be accompanied by a Board member or the grievance

should be heard by two Board members. **Neither the Line Manager nor a Board member should ever attend a hearing alone.** Where the Line Manager is a party to the complaint, the complaint should be heard by two members of the Board/Staff Committee.

A summary of all grievance hearings will be recorded and copies issued to all in attendance. To this end, the Board may nominate the Administrator, Line Manager/a Board member, etc. as appropriate and taking account of the sensitivities of a particular case, to record the content of the hearing, e.g. one of the two people designated to hear the grievance. It should be borne in mind that the note of the hearing may be relied upon at a later stage should the grievance be taken to a third party forum.

The purpose of the grievance hearing is to hear and to clarify what the issue at hand is.

It is necessary to adjourn before responding to the grievance or delivering a view on the issue. This adjournment gives the Manager/Board representative time to examine the grievance, the information put forward at the hearing and to come to a reasoned decision before making a response to the employee(s).

The complainant is entitled to know not only the response but also the reasons for that particular response.

Agreed timeframes in terms of giving a response should always be adhered to, i.e. a response to the Stage 1 Hearing should be made available to the complainant within 5 working days of the hearing or when reasonably practicable as is set out in the Staff Handbook. The response should name the individuals who will hear an appeal of the decision should the employee choose to make an appeal.

8.9 DISCIPLINE

DEALING WITH DISCIPLINARY MATTERS

8.9.1 Purpose and Scope

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. Proper procedures are an aid to goods management and should not be viewed primarily as a means of imposing a disciplinary penalty or necessarily leading to dismissal.

Consistency in dealing with disciplinary matters is vital. The disciplinary procedure, when used, must be followed to the letter. If those implementing the procedure are not sure as to what steps to take then advice should be sought from the organisation's designated HR Adviser or from a member of the Citizens Information Board's HR & Governance team (see note on HR support provided by CIB to delivery partner companies at page 8 of this Handbook).

Where the issue is staff performance, two aspects should be examined.

- Can the staff member's performance be improved with more careful supervision or extra training? In these cases, the staff member must be given sufficient time to improve their performance.

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- Are targets set for the staff member realistic and achievable in the current circumstances?

At each stage of the procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

No disciplinary action is taken against an employee until an appropriate disciplinary hearing has taken place. A disciplinary hearing is arranged where the outcome of an investigation indicates a disciplinary sanction may need to be applied. Where an investigation under bullying and harassment procedures has been completed such procedure will be deemed to have been an appropriate investigation prior to the commencement of disciplinary procedures.

An employee has a right to be accompanied by a work colleague of their choice, or registered trade union at any disciplinary hearing but not by a person unconnected with the enterprise.

The employee has the right of appeal against any disciplinary action. An appeal must be lodged in writing outlining the grounds of the appeal within ten days of being notified of the decision of the disciplinary hearing if the employee wishes to appeal the decision.

The disciplinary procedure may be implemented at any stage if the employee's alleged misconduct or performance warrants such action, in accordance with the principles of natural justice.

A written record must be kept of all investigations, interviews, hearings and of warnings issued, including verbal warnings. It is important that the person appointed to the role of notetaker can take an accurate and detailed note of the meeting, as this document may be relied on should the matter proceed to a third party forum at a later stage. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved.

8.9.2 Investigation

No disciplinary action will be taken against an employee until the case has been fully investigated. The investigation is therefore not part of the disciplinary procedure. The investigation precedes any disciplinary action and must be undertaken in relation to any incident where the imposition of a sanction is a possible outcome. An investigation may take place before the employee is approached where the employer has become aware of the fact that suspicion surrounds a particular employee or a number of employees.

Depending on the nature of an offence/incident, an investigation may involve any or all of the following in order to ascertain the facts in relation to an offence/incident:

- questioning of the employee;
- of other employees/management/customers who may have witnessed the incident/offence;
- questioning of employees named as witnesses on behalf of the employee.

Even where there appears to be an open-and-shut case an investigation should be carried out before any decisions are made. An employer is entitled to consider a

number of sanctions as a possible, or even likely response, but is not entitled to decide upon it without conducting an investigation without delay.

Questioning and investigation should be more than cursory. Evidence should be sought from those involved or those who witnessed alleged incidents. Handwritten statements, or typed and signed statements from witnesses should be retained.

There may be cases where it is deemed best to remove a staff member from the workplace whilst an investigation is being held. In these cases the employee can be suspended on full pay for the duration of the investigation. Suspension without pay is a penalty and so it cannot be imposed at this stage.

If an employee is cleared of any suspicion by an investigation they must be informed of this without delay.

Where an investigation under bullying and harassment procedures has been completed such procedure will be deemed to have been an appropriate investigation prior to the commencement of disciplinary procedures.

An employee whose actions have been investigated will be given a copy of the report of the investigation and an opportunity to respond to the findings of the report and to present any mitigating circumstances.

No disciplinary action is taken against any employee until an appropriate disciplinary hearing has taken place.

Records must be kept of investigations, interviews and hearings. Appointment of a note taker will, insofar as possible, take into account sensitivities relating to staff involved.

The Investigation

- All parties to the complaint should continue to work normally during the investigation where appropriate
- There may be cases where it is deemed best to remove a staff member from the workplace whilst an investigation is being held. In these cases the employee can be suspended on full pay for the duration of the investigation.
- The investigator/investigative team will be appointed by the Chairperson of the Board and will comprise the Line Manager or Board member as appropriate plus one other person.
- Where an external facilitator is engaged by the Chairperson/Staff Committee to carry out the investigation, it shall be the function of the external facilitator to appoint the investigative team. It shall be a requirement that all investigations are carried out in line with this policy irrespective of the composition of the investigative team.
- The investigator/investigative team will conduct separate interviews with the employee(s) whose conduct is being investigated, any witnesses and other relevant persons to establish the facts surrounding the matter at issue.
- Employees involved in the investigation may be accompanied to meetings with the investigator/investigative team by a trade union representative or work colleague if they so choose.
- Confidentiality will be maintained as far as possible. Witnesses will respect the privacy of the parties involved by refraining from discussing the matter with colleagues or persons within or outside of the organisation.
- The investigation will be completed as soon as possible, but not later than 4 weeks from commencement, unless there are exceptional circumstances, e.g.

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- absence of a key witness on annual leave. Where a delay is anticipated, parties to the matter under investigation will be notified and an indicative date for completion of the investigation provided where possible.
- The party(ies) under investigation will be given a copy of the report of the investigation by the organisation and will have an opportunity to comment and respond in full within 10 working days of notification of the outcome of the investigation before the Board decides on any action to be taken.

Resolution

- If the investigative team finds, on the basis of the information collected, that disciplinary action is warranted a disciplinary hearing will be arranged with the relevant employee(s)
- Disciplinary action may encompass any sanction as captured by this disciplinary procedure including suspension without pay or dismissal.
- Appropriate non-disciplinary actions may be recommended (e.g. counselling).
- Where an investigation under bullying and harassment procedures has been completed and a wrong doing found to have occurred, the perpetrator will be disciplined in accordance with the company disciplinary procedure.

Where there are reasonable grounds to suspect an employee has committed an act of gross misconduct, or where it is appropriate to facilitate further investigations, the employee may be suspended, on basic pay, until the disciplinary hearing is heard. This will normally allow an individual reasonable time to prepare.

8.10 DISCIPLINARY HEARING

Following the investigation, if the outcome indicates that disciplinary action may be warranted, a disciplinary hearing will be arranged.

At this stage the employee will be advised of the nature of the complaint against him/her and will be called on to attend a hearing where s/he will have an opportunity to respond fully to any allegation or complaint before any decision is made on disciplinary action.

The matter will be heard by two nominees of the Board not already involved in the process.

The employee has a right to be accompanied by a work colleague or trade union representative at any disciplinary hearing.

The employee will be notified in writing of the precise nature of the complaint against him/her. The names of the Board nominees who will conduct the hearing; the date of the hearing; the time and location of the hearing and that the employee may be accompanied to the hearing by a work colleague or trade union representative and will receive any documentation obtained in the context of an investigation, e.g. witness statements.

The employee should be given reasonable notice to attend a disciplinary hearing.

PLEASE NOTE: The organisation must seek and follow HR support and advice in the handling of disciplinary matters which are escalating or have escalated to formal stage. The Board can arrange in advance of a hearing/appeal to have the support of CIB HR & Governance team and/or of the CIB appointed HR Adviser, currently

Graphite/Peninsula, available by telephone while the hearing/appeal is underway. The hearing/appeal can be temporarily adjourned if those hearing it require advice.

8.10.1 Conducting Hearings:

- All hearings should be held in private.
- Language used (including body language) should be neutral and non-confrontational. Staff attending should be informed of the case against them clearly, leaving no ambiguity. At no time should an impression be given of decisions having already been made be taken.
- Meetings should never be rushed as this is not in the interests of any of the parties involved and could weaken an employer's case. The record of the meeting must be dated, timed, signed and retained on file. (A central, secure, confidential file can be set up for disciplinary matters).
- At least two employer representatives should attend disciplinary meetings.
- The staff member must be offered representation¹⁸ (colleague, union representative). If they decline, the gravity of the situation should be stressed and representation strongly recommended. Time should be allowed for this representative's availability.
- During the interview the employer must state clearly the nature, date and time of the alleged offence. The staff member should be forewarned that whilst their response will be heard, if a reasonable belief is formed that the offence did happen, in the way outlined, they may be liable to a named sanction (written warning, suspension etc).
- The staff member's response must be sought. Time must be given to the employee to deliver their response, to consider their position or to check details of the alleged offence.
- Those conducting the hearing listen to the employee's response and seek clarification where necessary. This is the only purpose of the hearing.

Following the hearing, those who conducted the hearing on behalf of the employer, consider carefully the employee's response as given at the hearing before any decision is made.

The employee will be informed of the outcome of the hearing and of the reason(s) for that decision, within 5 working days. If there is likely to be a delay in notifying the employee of the outcome, the employee will be informed as to when the decision will be forthcoming and of the reason for any delay.

Line Manager or Board members who have been directly involved in the disciplinary matter should not conduct the investigation or make decisions on the matter. In such cases, the Manger may act as a witness to the incident. In small organisations such this can be difficult but nonetheless necessary. Under no circumstances should a Manager or Board member who is directly involved in the case make a decision to dismiss. At all times those involved in conducting the case should remain as neutral as possible.

8.10.2 Disciplinary Sanction

¹⁸ S.I. 146 2000 under General Principles part 4 states "for the purpose of this Code of Practice, "employee representative" includes a colleague of the employee's choice and a registered trade union but not any other person or body unconnected with the enterprise".

If the outcome of the hearing is that disciplinary action is to be taken, the employee will be informed and a meeting arranged at which the appropriate sanction will be imposed.

An employee will have the right of appeal against any disciplinary action. An appeal must be lodged in writing to a nominated person within ten (10) working days of notification of the disciplinary action to be taken. The employee must set out in writing the grounds for their appeal.

8.10.3 Decisions and Appeals

Decisions taken must be reached after due consideration has been given to all the facts.

Staff have a right to know how a decision has been arrived at and they have a right to appeal to the next higher level of authority. The staff member and their representative should be informed of the appeal procedure and a time limit for lodging an appeal stated when informing them of the decision.

A person who is charged with conducting an appeal should be fully versed with:

- the organisation's disciplinary procedure
- any witness statements
- knowledge of same or similar circumstances within the Company which have warranted disciplinary action and for which sanction was imposed in the past
- the grounds for the appeal as set out in writing by the staff member or their representative.

Again there should always be two persons present on the management side and neither should have had any part in the process up to appeal stage.

8.10.4 Appeal Hearing

The appeal must be heard by Chairperson and a nominee of the Board provided neither have already been involved in the matter (see 8.12.7 below).

See 8.10.1 on Conduct of Hearings. As with the original disciplinary hearing, the reason for the appeal should be heard, clarification should be sought where appropriate and the hearing terminated when the employee has had every opportunity to state his/her case and those hearing the matter are satisfied they have the information they require to come to a decision on the matter.

Following the hearing, the matter is considered by those who conducted the hearing before a final decision is made.

This decision should be notified to the staff member in writing within five (5) working days of the appeal hearing.

Where the outcome of the appeal indicates the imposition of a disciplinary sanction, the employee will be informed and a meeting arranged at which the appropriate sanction will be imposed.

An employee will have the right of appeal against any disciplinary sanction. An appeal must be lodged in writing within 10 working days of the imposition of the sanction.

8.11 INDUSTRIAL RELATIONS SUPPORTS IN PLACE

Employee/industrial relations issues are dealt with in the first instance by Line Managers and Boards of Management using these guidelines as a resource. Management are advised to contact Graphite/Peninsula or the Citizens Information Board HR & Governance team for any additional advice they may require.

See also HR Support Provided by CIB to delivery partner companies, page 8 of this Handbook.

8.12 DISCIPLINARY PROCEDURE

Where the outcome of a disciplinary hearing/appeal indicates the imposition of a disciplinary sanction, the employee will be informed and a meeting arranged at which the appropriate sanction will be imposed.

An employee will have the right of appeal against any disciplinary action. An appeal must be lodged in writing within 10 working days of the imposition of the sanction.

The procedure below may be implemented at any stage if the employee's alleged misconduct or performance warrants such action.

Records will be kept of investigations, interviews and hearings. To this end, The Board may nominate a Board member/Line Manager, as appropriate, to record the content of the hearing. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved, bearing in mind that the note taken may have to be relied on at a later stage should the matter be brought to a third party forum.

Minor shortcomings will be dealt with informally but where the matter is more serious the following procedure will be used:

8.12.2 Stage 1 - Verbal Warning

Where an employee's attendance, work performance or conduct does not meet acceptable standards the employee will normally be given a verbal warning.

The verbal warning will be given to the employee in writing and will inform them that it is the first stage in the disciplinary procedure and will detail:

- the attendance/conduct/performance which is seen as unacceptable
- the improvement in attendance/conduct/performance required
- the time frame by which an improvement is expected
- the possible consequences of a failure to realise the improvement specified by the date specified under the disciplinary procedure, i.e. further disciplinary action
- The right of appeal and the person to whom an appeal can be directed with a deadline for same of 10 working days. The appeal must be made in writing and set out the grounds of the appeal.

A record of the verbal warning will be kept on the employees personnel file but it will be disregarded for disciplinary purposes after six months, subject to satisfactory attendance, work performance or conduct.

8.12.3 Stage 2- First Written Warning

If the offence is a serious one, or there is a failure to improve and the employees work performance, attendance or conduct is still unsatisfactory, a first written warning

will be given to the employee. This will detail

- the attendance/conduct/performance which is seen as unacceptable
- the improvement in attendance/conduct/performance required
- the time frame by which an improvement is expected
- the possible consequences of a failure to realise the improvement specified by the date specified under the disciplinary procedure, i.e. further disciplinary action
- the right of appeal and the person to whom an appeal can be directed with a deadline for same of 10 working days. Again, any such appeal must be in writing and must specify the grounds of the appeal. It will warn that action under stage 3 will be considered if there is a repetition of the conduct or if there is no satisfactory improvement. It will advise of the right of appeal as set out in the appeals procedure.

A copy of this first written warning will be kept on the employee's personnel file, and will be disregarded for disciplinary purposes after 12 months subject to satisfactory attendance, work performance or conduct.

8.12.4 Stage 3 - Final written warning

If there is still a failure to improve and the employee's attendance, work performance or conduct is still unsatisfactory or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both first and final written warning), a final written warning will be given to the employee.

This will give details of the complaint and will advise that dismissal will result if there is a repetition of the conduct or there is no satisfactory improvement in conduct or performance. Dismissal may also occur if there is any other form of misconduct on the part of the employee whilst the warning is still operative. It will advise of the right of appeal as set out in the appeal procedure. A copy of this final written warning will be kept on the employee's personnel file and will be disregarded for disciplinary purposes after twelve months (in exceptional cases the period may be longer), subject to satisfactory attendance, work performance or conduct.

8.12.5 Stage 4 – Dismissal

If attendance, work performance or conduct is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. Only the Chair, in consultation with the Board, can take the decision to dismiss. The employee will be provided, as soon as reasonably practicable, with written reasons for the dismissal, the date on which employment terminated and the right of appeal as set out in the appeal procedure. Only in exceptional circumstances i.e. gross misconduct, will an employee be dismissed for a first breach of discipline.

8.12.6 Gross Misconduct

The following list provides examples of offences that are normally regarded as gross misconduct. This list is not exhaustive.

- Unauthorised possession or removal of organisation goods or merchandise from the premises; or the unauthorised possession or removal of other persons' goods or merchandise from the premises.
- Violence towards another person or property (including gross intimidation) or the use of insulting language or behaviour generally.
- Damage or serious misuse of organisation property.

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- Non-compliance with the organisation's Equal Opportunities Policy or Bullying and Harassment policies.
 - Penalisation of a colleague for bringing a complaint of bullying, harassment, sexual harassment
 - Refusal to obey a lawful and reasonable management instruction from any Manager, or a serious act of insubordination.
 - Incapability through alcohol, solvents, drugs or being in possession or under the influence of intoxicants.
 - Gross neglect of duties to an extent likely to cause loss to the organisation or danger to other employees and members of the public.
 - Serious breaches or failure to comply with any of the organisation policies and procedures, including breaches in health and safety procedures.
 - Breaches of client confidentiality
 - Falsely making representations as an employee of the organisation on behalf of an individual who is not a client of the organisation
 - Use of the organisation's stationery to represent an individual who is not a client of the organisation
 - Serious abuse of the ICT usage policy.

8.12.7 Appeals

No person who is party to the matter resulting in the disciplinary procedure or who adjudicated on the matter at an earlier stage can hear an appeal. Where the Chair is involved in a disciplinary matter, the appeal should be addressed to another member of the Board not already involved in the matter. A note taker will be present at the appeal.

An employee who wishes to appeal against any disciplinary action should lodge a letter of appeal within ten working days of being notified of the decision of the disciplinary hearing, stating precisely the grounds of the appeal. Any disciplinary action will stand until and unless the outcome of the appeal overturns that disciplinary action.

The employee will be notified in writing of the date, time and location of the appeal hearing and of the names of those who will hear the appeal. The employee may be accompanied to the Appeal Hearing by a work colleague or trade union representative.

The appeal will be heard within a reasonable period of time and will be heard by the Chair of the Board and another Board member not already involved in the matter. The decision of those hearing the appeal will be final. There will be no further right of appeal at local level. A member of the organisation will usually be in attendance at the appeal hearing. The outcome of the appeal hearing will be confirmed in writing within five working days of the appeal hearing.

In the event of dissatisfaction by the employee with the internal appeal decision the employee, if appropriate, may refer the matter to a third party forum, e.g. Rights Commissioner Service, Employment Appeals Tribunal, etc., through the Workplace Relations Customer Service, Department of Jobs, Enterprise and Innovation, O'Brien Road, Carlow (www.workplacerelations.ie).

The appeal procedure does not affect the employee's rights under the unfair dismissals legislation.

SECTION 9: HEALTH AND SAFETY

9.1 Policy - Purpose and Scope

It is the policy of the organisation to ensure, as far as is reasonably practicable, that the health, safety and welfare at work of all employees is protected.

It is also an organisational policy to ensure, as far as is reasonably practicable, that business is conducted in such a manner that members of the public are not exposed to risks to their health or safety.

The health and safety of employees is of paramount importance. The organisation aims to provide and maintain safe and healthy working conditions, equipment and systems of work for all its employees and to provide such information, instruction and training as is needed for this purpose and in a language that is likely to be understood by the employees.

Appropriate preventative and protective measures are and will continue to be implemented following the identification of work-related hazards and the assessment of the risks related to them.

The organisation recognises the importance of employee communications on matters of health and safety and the value of individual consultation prior to allocating specific health and safety functions. Consultations with employees will take place during the risk assessment process.

Equally, special precautions should be taken by all employees in the interests of safety. All company safety procedures (outlined in the safety statement) must be strictly observed. Breach of safety rules may result in disciplinary action, up to and including dismissal.

The allocation of duties for safety matters, the identifying of competent persons appointed with particular responsibilities and the arrangements made to implement this policy are set out in the organisation's safety statement and associated health and safety documents and records.

The safety statement will be kept up to date to reflect changes in the nature or size of the business. To ensure this, the safety statement and its effectiveness will be reviewed periodically.

For further information regarding health and safety employees should be referred to the Safety Statement.

9.2 EMPLOYER AND EMPLOYEE RESPONSIBILITIES

Employer and employee responsibilities in relation to health and safety are set out in Chapter 1(s.8) and Chapter 2 (s.13) respectively of the Safety, Health and Welfare at Work Act, 2005. The Employer has overall responsibility for occupational safety and health, as stated in Section 8(1) of the Safety, Health and Welfare at Work Act, 2005:

"Every employer shall ensure, so far as is reasonably practicable, the safety, health and welfare at work of his or her employees".

The employer will carry out risk assessment to ensure the safety, health and welfare at

work of their employees.

Promoting safety awareness and responsibility for personal safety and the safety of others is the first step towards preventing accidents and reducing ill health in the workplace. To this end, safe and healthy working conditions will be provided, so far as is reasonably practicable, along with ensuring established safe practices at all times by all employees.

EMPLOYER RESPONSIBILITIES

The organisation is committed so far as is reasonably practicable, to ensure the safety, welfare and health at work of its staff. This general duty includes carrying out an assessment to identify risks, taking steps to eliminate identified risks and ensuring measures are taken to take account of changing circumstances and the general principles of prevention.

Employers are required under the Safety Health and Welfare at Work Act, 2005 to produce a written programme (Safety Statement)¹⁹ to safeguard the safety and health of employees while they work and of other people who might be at the workplace including clients, visitors and members of the public. NAS must have in place a Safety Statement which must be available to staff in all offices. The Safety Statement should be reviewed regularly to ensure its appropriateness to current circumstances.

Employers who share a place of work, have a duty to cooperate and to coordinate protective and prevention measures with those with whom they share the place of work.

The company commits to:

- providing a safe workplace through its design and maintenance, including all exits and entrances and also all machinery used within the workplace
- providing training, instruction, supervision and information as required, ensuring safety in the workplace
- eliminating or controlling hazards (see below)
- devising and communicating action plans to be used in the case of emergency
- provide and adequately maintaining facilities for the welfare of staff members
- appointing a competent person as Safety Representative/Officer.
- managing and conducting work activities in such a way as to prevent, as far as is reasonably practicable, improper conduct or behaviour that is likely to put the safety, health or welfare at work of his or her employees at risk.

EMPLOYEE RESPONSIBILITY

Staff members have also a duty of care to be aware and protect their own health and safety as well as that of others. This duty includes:

- Co-operating with Line Manager or Safety Representative to facilitate compliance with health and safety requirements, taking specific care to become familiar with the safety statement and following instructions therein.
- Promptly informing Line Manager or Safety Representative of any article, substance or system of work which would cause danger to the health and safety of anyone in

¹⁹ The Health & Safety Authority (www.hsa.ie) has a useful toolkit for small businesses on its website, i.e. “Be Smart”. This online tool facilitates the carrying out of a risk assessment suitable to the organisation’s business and premises and the drawing up of a relevant Safety Statement taking account of the risks identified. The HSA website also has useful guides on various aspects of health and safety at work.

the workplace. This includes colleagues, clients, suppliers or any member of the public who may visit our offices.

- Ensuring that no member of staff shall intentionally or recklessly interfere with or misuse an appliance or any equipment provided for securing the safety, health or welfare of persons in the workplace.
- ensure that he or she is not under the influence of an intoxicant to the extent that he or she is in such a state as to endanger his or her own safety, health or welfare at work or that of any other person
- Not engaging in improper conduct or behaviour that is likely to endanger them or any other person.
- Respecting the dignity of colleagues, Board members, customers and others encountered in the course of their work in the organisation.

WHERE STAFF HAVE A CONCERN IN RELATION TO A HEALTH AND SAFETY MATTER THEY SHOULD BRING IT TO THE ATTENTION OF THE LINE MANAGER OR SAFETY REPRESENTATIVE AS SOON AS POSSIBLE

9.2 FIRE AND EMERGENCY PROCEDURES

Fire and emergency procedures, including evacuation procedures, must be displayed (e.g. on a staff notice board), must be included in the Safety Statement and must be brought to the attention of new staff at induction. All employees must be familiar with the location of the emergency exits, assembly points, the first aid kit and fire extinguishers. These procedures should be brought to the attention of all staff on a regular basis.

9.3 SMOKING

In order to comply with current legislation, the organisation operates a no smoking policy throughout the workplace.

9.4 HAZARD REPORTING

A hazard is anything at work that might cause harm, e.g. electricity, hot surfaces, lifting heavy loads etc. The Safety Statement should detail hazards and the risks identified. Staff must read the statement and be aware of the potential hazards and risks involved and report specific hazards to the Line Manager and/or Safety Representative.

Fire is the greatest hazard to which the organisation's facilities and its occupants are exposed. In line with current legislation smoking is prohibited in all premises.

9.5 EYE TESTS

Employees who habitually use VDUs as a significant part of normal work have a right to opt for a VDU eyesight test, the cost of which will be met or reimbursed by the organisation, except where a social welfare entitlement applies in respect of the test. The test may be carried out by a doctor or optometrist.

Where eye tests carried out by a doctor or optometrist reveal that particular lenses are required for VDU work, the basic costs of providing the glasses (the special corrective appliances) or of new lenses, where the employee already wears glasses, is borne by the organisation, taking account of any social welfare entitlement that

might apply. Staff must provide a letter from their optometrist stating the lenses or glasses are particularly required for VDU work.

Where an employee already wears glasses to correct a visual defect (normal corrective appliances), and routine change of lenses arises, if these glasses are adequate also for VDU work, the organisation is not liable as regards meeting the cost.

The cost of dealing with more general eye problems which are revealed as a result of the tests and which are not directly related to working with a VDU is a matter for the employee as part of his or her general health care.

9.6 MANUAL HANDLING

The organisation should minimise the need for manual handling of loads. Poor handling of loads can cause accidents or injuries in the workplace and so therefore should be avoided as far as is reasonably practicable. The safety statement should highlight correct means of handling loads. Where manual handling is part of an employee's role, training should be provided.

The organisation's Safety Statement should cover guidance on correct manual handling.

9.7 REPORTING OF ACCIDENTS

Employees should be made aware that they are obliged to report all accidents to the Line Manager and to complete an accident report form.

Under the Safety, Health and Welfare at Work General Application Regulations, 1993, employers must report certain accidents or dangerous occurrences to the Health and Safety Authority and ensure that records of these incidences are kept on site for a period of 10 years. Please refer to the organisation's Safety Statement, appendix 11.

9.8 INSURANCE

The organisation's insurance cover includes professional indemnity, employer's liability and public liability cover.

This covers:

- Accidental bodily injury, illness or disease to any employee arising out of or in connection with normal activities of NAS.
- Professional indemnity arising from any neglect, default, or error in connection with the organisation's activities.

Please refer to Section 6: Travel and Subsistence allowances in relation to personal motor insurance.

9.9 MEDICAL EMERGENCIES

In the event that a member of staff or visitor is taken ill or injured, the following procedures must be complied with by the person coming upon the situation:

- In the case of an accident neutralise, in so far as is possible **without placing their own personal safety at risk**, the cause of the danger (e.g. switch off electricity at the fuse board or open windows to let out noxious fumes).
- Call for help from other persons.
- Apply first aid if any first aid experienced persons are available.

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- Call Ambulance/Fire Service for urgent situations, or arrange for taxi or other transport means to bring patient to a nearby doctor where appropriate.
 - **All** medical or accident situations should be notified to the Line Manager/ Chair.

REMEMBER: NEVER PUT YOURSELF AT RISK

9.10 DEATH IN SERVICE

In the event of the death of an employee while still in the employ of the organisation, the employer will have obligations to calculate final payments to be made to his or her estate and set in motion, the means to ensuring any rights the estate of the deceased may have to insurance payments or pension with the Company's pension provider.

It is very important that the employee's Personnel Form, completed at Induction is retained on individual employee's personnel forms as stated at 4.2 above. This form contains information on an employee's next of kin and on the person to be called in the event of an emergency. The employer should ensure that the information submitted on these forms is clarified with employees at the time of completion where there is lack of clarity in the information provided. Employees should be asked to update this information as and when there are changes in their circumstances which affect any of the details provided.

SECTION 10: SECURITY AND PROTECTION

10.1 SECURITY

Each office will have its own security procedures that are particular to that location. Staff are asked to familiarise themselves with their local arrangements in regard to the following:

- Door locks (control and remote)
- Lock-up procedures
- Surveillance cameras
- Intruder alarms
- Fire alarms
- Emergency/fire procedures and exits
- Fire extinguishers (location and how to use)
- Key holders
- Contact details of person to contact in the event of an emergency.

Where possible staff should not work alone but in the event that this is unavoidable staff should have to hand, contact details of another colleague person who they can contact in the event of an emergency. The safety statement should detail procedures around this area and all staff should be familiar with the Safety Statement.

10.2 USE OF THE ORGANISATION'S PROPERTY / EQUIPMENT

All organisation property/equipment supplied or available for use remains the property of the organization. Such supplies/equipment are not for an individual's personal use and therefore should only be used for the organisation's business. Failure to comply with this request may be dealt with under the disciplinary procedure. In addition, any documents or presentations written while employed by the organisation remain the property of the organisation.

10.3 CONFIDENTIAL INFORMATION

In the course of their work, staff may have access to confidential, commercial or financial information about the organisation and its customers. The written permission of the Line Manager and/or Chair must be obtained before such information is used or discussed. Permission is also required from the Line Manager or the Chair before confidential correspondence or documents may be removed from any of the organisation's premises. It is also a condition of employment that when leaving the organisation, such information may not be discussed with any other party.

As the organisation deals with very sensitive information regarding its clients, it is of the utmost importance that this information is only conveyed to authorised persons within the organisation.

Any information disclosed through any means such as the press, publications, radio, TV, lectures, which may have a bearing on the organisation's or customers' interests, must have the express approval in writing of the Line Manager or the Chair in advance.

10.4 PERSONAL PROPERTY

All employees are required to take every care of their personal property and it is in their own interest not to leave anything, including cash, lying around. The organisation takes no responsibility for loss or damage of money or personal property.

10.5 FOUND/LOST PROPERTY

Employees should report all property, lost or found, to their supervisor. If any money, clothing or other property is found it must be reported to the Line Manager immediately. Details will be recorded of the date, time and location where the item was found, with a description of the property. The property will be kept in a safe place and where appropriate the local Garda station will be informed.

10.6 DATA PROTECTION

Irish Data Protection law is governed by the Data Protection Acts, 1988 to 2003. Any person or organisation holding personal information on an individual must comply with the legislation. The legislation allows a person access to data that relates to him/her that is being retained by an organisation. The legislation applies to paper and electronic files.

Staff who are found to have negligently or deliberately permitted unauthorized disclosure of information will be subject to disciplinary. Please ask the Line Manager if there is any doubt as to which disclosures are authorised.

Under this legislation staff can view their personnel file on request to the Line Manager/Chair of the Board. Personnel details held by the NAS are strictly confidential and will not be disclosed to any other staff member without authorisation.

10.7 ORGANISATION RECORDS

During employment, employees will be responsible for keeping paper records on some of their dealings on behalf of the organisation. These records must not be removed from the office without the consent of the Line Manager. During working hours they should be available for inspection and use by authorised personnel. On leaving the premises at the end of the working day it is the responsibility of every staff member to ensure that their records and files are neatly and safely stored until the next day.

APPENDICES

APPENDIX A

EQUAL OPPORTUNITIES POLICY

Statement of Policy

The aim of this policy is to communicate the commitment of the Board of Management to the promotion of equality of opportunity within the organisation

It is our policy to provide employment equality to all, irrespective of:

- Gender
- Civil status
- Family status
- Sexual orientation
- Religion
- Age
- Disability
- Race
- Membership of the Traveller community.

We are opposed to all forms of unlawful and unfair discrimination. All full-time and part-time employees and job applicants (actual or potential) will be treated fairly and selection for employment, promotion, training or any other benefit will be on the basis of aptitude and ability.

We recognise that the provision of equal opportunities in the workplace is not only good management practice; it also makes sound business sense. Our equal opportunities policy will help all employees to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.

We are committed to:

- preventing any form of direct or indirect discrimination or victimisation
- promoting equal opportunities for all staff (actual or potential)
- promoting a good and harmonious working environment where all staff are treated with respect and dignity and in which no form of intimidation or harassment will be tolerated
- fulfilling all legal obligations under the relevant legislation and associated Codes of Practice
- taking any necessary positive/affirmative action, including setting goals and timetables.

Breaches of our equal opportunity policy and practice will be regarded as misconduct and will lead to disciplinary proceedings up to and including dismissal. This policy is fully supported by the Board.

Implementation

The Chairperson of the Board has specific responsibility for the effective implementation of this policy. Each Board member and the Line Manager also have responsibilities. All NAS employees are expected to abide by the policy and help create an environment where equality prevails which is its objective.

In order to implement this policy, we will ensure the following.

-
- The policy is communicated to all employees, through induction training, management training, team briefing, display on notice board/staff handbook/notes in applicants.
 - Managers and Boards of Management are aware of their responsibilities through appropriate and regular training.
 - Appropriate training and guidance will be provided, including training on induction and management courses. In particular, all those involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory recruitment and selection techniques.
 - Consultation will take place with recognised trade unions/employee representatives on the implementation of this policy and any amendments to practice.
 - Adequate resources are made available to fulfill the aims of this policy.

Complaints

Employees who believe that they have suffered any form of discrimination, harassment or victimisation are entitled to raise the matter through the agreed procedures. Copies of these procedures are in the NAS Staff Handbook or are available from the Line Manager. All complaints of discrimination will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that employees making complaints will not be victimised. Any complaint of victimisation will be dealt with seriously, promptly and confidentially. Victimisation will result in disciplinary action and may warrant dismissal.

Date:

Signature: Chairperson of the Board

APPENDIX B

INFORMATION COMMUNICATIONS TECHNOLOGY (ICT) POLICY

Introduction

The purpose of this document is to set out the ICT policy for the use of computer systems generally in order to protect CIB's Delivery Partner organisations and their staff members from misuse of these resources. It mandates certain practices which must be followed by all staff, and highlights good practice which should be followed where possible.

PCs, Laptops, phones, networks, desktop software, printers, corporate applications, email, the Internet and other technologies are provided for business use only and make it increasingly easy for staff members to access and distribute information of all types. This includes information issued internally within the organisation, as well as that sent to or received from external sources, whether solicited or not.

In recognising the general application of such systems throughout the network, it is prudent that there is a clear understanding of what constitutes the proper, effective, and secure use of these systems.

Depending on the requirements of your role, you may or may not have access to some or all of these systems. Nevertheless, it is important that all members of staff are aware of these guidelines, as the likelihood of exposure to these systems & associated risks will increase over time.

Due to the pace of change of technology, and associated risks, this document can not specify every single risk, but it does set out some over-arching principles which must be followed. Most importantly, this document should raise awareness of the potential loss, damage, offence, and injury that may occur through the inconsiderate use of any technology, and the implications for both the Delivery Partner and the individual should this happen.

As the organisation continues to utilise the Internet and online systems in the delivery of services, the network becomes more vulnerable to external security/virus attacks. The security threat landscape is quite dynamic which in turn makes it necessary to continually adopt newer security measures.

The use of mobile devices such as laptops, USB keys and Smart Phones creates security risks which can severely impact normal service. Data theft is a growing problem which increases the importance of data protection through encryption. In particular, virus attacks are becoming more pervasive and sophisticated which requires a rapid response to quarantine and remove them.

Applicability

This policy applies to:

- All staff members, both temporary and permanent, regardless of duration of contract.
- All personnel who have access to ICT systems (including contractors, volunteer's consultants, agencies, suppliers etc).
- All Delivery Partner premises or where ICT systems are accessed remotely.

General Principles

PURPOSE OF THE ICT ACCEPTABLE USE POLICY

The ICT Acceptable Use Policy is intended to:

1. Ensure that ICT assets are being used for the purposes intended
2. Protect the name and reputation of the Delivery Partners and the wider network
3. Ensure that relevant legislation is complied with (Ref: Section 9)
4. Protect both staff and the Delivery Partner from any liability resulting from the misuse of ICT equipment.
5. Educate & inform staff about good use of ICT, and in particular e-mail and the Internet.

WHAT IS ICT TRYING TO PROTECT AGAINST/PREVENT?

The ICT Acceptable Use Policy is trying to protect against:

- **Inappropriate use of facilities** – e.g. e-mail is not always the most appropriate means of contacting people. E-mails can also be contractually binding.
- **Misuse of facilities** - the use of ICT facilities for non-business-related activities, and the subsequent loss of efficiency and/or cost to the organisation.
- **Illegal use of ICT facilities** – the use of ICT equipment to access and/or distribute illegal materials over the Internet (e.g. Child Pornography).
- **Hacking** – malicious access to a network by someone on the Internet.
- **Viruses** – programs that can cause damage to a PC or network.
- **Harassment/ Sexual Harassment** – under the Equality Act 2004, employers are under an obligation to prevent harassment at work.
- **Bullying:** The Safety, Health and Welfare at Work Act, 2005, requires that employers manage and conduct work activities in such a way as to prevent, so far as is reasonably practicable, any improper conduct or behaviour likely to put the safety, health or welfare at work of employees at risk. The same Act requires of employees that they do not engage in improper conduct or behaviour likely to put the safety, health or welfare of those with whom they work at risk.
- **Disclosure of confidential/sensitive data** – under Data Protection legislation organisations have a responsibility to take appropriate measures to prevent unauthorised access to, or alteration, disclosure or destruction of any personal data held on computer files.

PC Usage

Please Note: PC in this case refers to any computer including laptops, desktop computers, tablets, servers etc.

- All users are provided with personal user IDs and passwords. These are not to be shared with others.
- To protect the network from unauthorised access, do not leave PCs logged in to the network overnight. It is advisable to log out, or lock the PC if the machine will be left unattended for 30 minutes or more.
- Machines which are in publicly accessible areas must never be left unattended without either logging off, or locking the PC.
- Critical information should be stored on the network, ensuring it will be backed up.

-
- All data on removable media (e.g. DVD's, CD's, USB Keys, external drives etc.) *must* be scanned for viruses prior to use on Delivery Partners network. This applies no matter what the source of the material (e.g. home pc, supplier etc.)
 - Members of staff should be aware that auditing and assessment of PC's is an integral part of the operation of ICT:
 - All software used must be approved /installed by the ICT Team.
 - Please notify the ICT team before any software is copied or downloaded.
 - No unauthorised software should be installed, nor programs and products used in breach of any applicable copyright laws (whereby the prior consent of third parties may be required).

PASSWORD POLICY

Passwords are an important aspect of computer security. They are front line of protection for user accounts. A poorly chosen password may result in the compromise of the Delivery Partner network. As such, all staff (including contractors and other persons with access to ICT systems) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

GENERAL PASSWORD CONSTRUCTION

Access to PCs requires strong password construction. All passwords must be constructed as follows:

- ✓ Contain a minimum of 8 alphanumeric characters
- ✓ Contain both upper and lower case characters (e.g., a-z, A-Z)
- ✓ Have numbers and/or symbols (e.g., 0-9, !"@\$%^)
- ✓ Are not based on easy to guess words such as personal information, names of family, etc.
- ✓ Passwords should never be written down or stored online. Try to create passwords that can be easily remembered.

Please Note: For security purposes, passwords are automatically configured to renew/expire every 45 days and should be treated as sensitive, confidential information

ADDITIONAL GUIDELINES FOR USERS OF LAPTOPS & OTHER MOBILE DEVICES

The preceding section applies equally to users of laptops and mobile devices; however the portability of these devices increases the risks of assets falling into the wrong hands.

- All laptops must be connected to the Delivery Partner network on a regular basis to guarantee the effective update of virus-scanning and personal firewall software.
- Do not store unencrypted, confidential information on the hard-drive of your laptop or portable devices (e.g. any USB device).
- Do not use non-encrypted USB keys for any sensitive or personal data.
- All confidential information must be encrypted as per ICT requirements. If you are unsure of the requirements, please contact the ICT department.

EMAIL GUIDELINES

The primary purpose of the email facility is for business use, however limited personal use is permissible. The following should be considered when sending and receiving e-mails.

- All e-mail is subject to Freedom of Information legislation. Be aware of what you say in e-mail messages as improper statements can give rise to personal or liability. Work on the assumption that e-mail messages may be read by others.

-
- Electronic communications can have legal status. Beware of entering contractual commitments by e-mail as they can create binding contracts in the same way as letters or faxes. Avoid writing in an e-mail what you would not write in a letter.
 - Do not download, copy or transmit to third parties, the works of others without their permission as this may infringe copyright and/or trade mark rights. Breach of copyright can be a criminal offence as well as creating civil liability.
 - If sending personal mails avoid any references to a Delivery Partner, lest they are misconstrued as policy or perspective on issues.
 - E-mail is relatively secure, however if very confidential files or reports are being circulated, one should consider password protecting them. The Internet environment is not secure, and once e-mails have been sent to Internet recipients, ICT has no control over their eventual destination. Confidentiality can not be assured. Use your discretion when sending mail and file attachments. If in doubt, consult your manager or ICT.
 - If an email is received which is considered obscene, lewd, abusive or of an otherwise offensive nature, please advise the ICT Team immediately so that appropriate action may be taken.
 - Be aware of the risks of virus infection when receiving mails and files from external sources. In particular e-mails containing attachments or other active content such as scripts can contain viruses. If you regard an email contents as suspect contact the ICT Team.
 - Avoid using mail as a substitute for verbal communications, which is more appropriate in many circumstances. There is a perception that e-mail is instantaneous – in reality it should be compared to sending an unregistered letter – there is no guarantee of delivery or timing of delivery. Do not assume that because you have sent an e-mail it has been received and/or read by the recipient. Staff planning to be absent from the office for over two days must set up the Microsoft 'Out Of Office' facility to alert people of their absence.
 - Do not send large attachments (particularly ones containing video or graphics) to multiple users. Contact the ICT Team before sending a large file or files to multiple users.
 - E-mail congestion is caused by sending trivial messages or unnecessarily copying mails to others, or by using "reply to all". Recipients of large amounts of mail can waste a lot of time reading mails which are of little relevance to them.
 - Forwarding 'chain-mail' type e-mails is prohibited – aside from the inconvenience to others they can cause a significant drain on computing resources.
 - Staff members are reminded that e-mail messages sent via ICT-provided facilities are not entitled to absolute privacy. ICT reserves the right to monitor, review, audit, intercept, block, access and disclose all messages created, received or sent over the e-mail system for any purpose. All email messages entering or leaving the organisation will be automatically scanned for viruses, attachments, content, etc.

INTERNET ACCESS

The primary purpose of Internet access is for business use however ICT recognises that staff members may use this facility for occasional educational and personal use. ICT reserves the right to ban personal use if such use becomes excessive.

Use of the Internet by staff members is subject to the following:

- All forms of pornographic materials and activities are strictly prohibited and will result in disciplinary action. Accessing certain types of pornography is a criminal offence.
- Access to unethical, subversive and harmful materials is not permitted.

-
- Avoid unethical activities and those of questionable legality that might harm the reputation of you or the Delivery Partner.
 - Staff members must not make confidential or proprietary information available on the Internet except through approved channels.
 - Software should not be downloaded from the Internet without the prior approval of the ICT Team and where approval has been given, all files downloaded from the Internet must be virus-checked before use.
 - Downloading, using or distributing copyrighted materials without proper authorisation and payment of applicable fees to the owners of the intellectual property rights is prohibited.
 - Personal use must not adversely affect one's ability to meet work demands and should be confined to outside normal work hours, or during break times.
 - Staff members are prohibited from setting up personal Web pages or otherwise making information available on the Internet using any funded resources.
 - Access to the Internet should be via the ICT proxy server and firewall. The use of modems while connected to the ICT network is only permitted where approved in advanced by the ICT Manager.
 - ICT reserves the right to monitor the usage of the Internet/intranet for security and/or network management reasons. Users may also be subject to limitations on their use of such resources.

If ICT has a legitimate concern that the e-mail system or Internet access is being abused, under the disciplinary procedure, a full investigation will be carried out and disciplinary actions may be taken.

ICT PURCHASING

ICT purchases may only be entered into with the agreement of the relevant manager and the ICT Dept. This is to ensure the any item purchased is scrutinised for relevance, price and suitability.

REVIEW

ICT reserves the right to review, amend or replace this policy. It will be reviewed on an ongoing basis and any amendments will be advised to staff.

RELEVANT LEGISLATION

Several pieces of legislation govern our proper use of ICT facilities. These include:

- The **Equality Act, 2004** which governs harassment/sexual harassment, including that utilising ICT, in the workplace.
- The **Safety, Health and Welfare at Work Act, 2005.**
- The **Child Trafficking And Pornography Act, 1998.**
- The **Data Protection Acts, 1998 and 2003,** which govern the storage, and processing of personal information, and the privacy rights of individuals with respect to that information.
- The **Copyright & Related Rights Act, 2000** which governs copyright in computer programs, music, and other published works.

APPENDIX C

NAS Staff Sub-Committee Draft Terms of Reference

Introduction

The purpose of the staff sub-committee is to provide support and advice to the National Manager and Board in the management of the human resources, employee and industrial relations (IR) functions within the organisation.

Whilst the staff sub-committee will provide this support to NAS, the primary responsibility for this area rests with the National Manager.

The sub-committee will only become involved/intervene in matters in the HR/IR arena where:

1. The National Manager or Board requests their involvement.
2. A staff member other than the National Manager requests their involvement on grounds of natural justice.*
3. The committee is specifically identified in the policies and procedures of the NAS as having a role such as the hearing of an appeal.*
4. There is no National Manager or acting National Manager in place.
5. There is a competition for the recruitment of a National Manager

***The sub-committee will immediately inform the National Manager of their intervention\involvement.**

Structure of Sub-Committee will be as follows:

- Chair must be a member of the NAS Board, but not the Chairperson of the Board
- 2 - 3 other Board members
- National Manager
- A member may be invited from outside of the organisation if it felt by members that particular expertise is required.

Reporting

The Chair of the sub-committee will report to the Board. Staff matters should be an agenda item at all Board meetings. The sub-committee will be re-established after every AGM.

Role of the Sub-Committee

The sub-committee will:

- Ensure the implementation of the organisation's employment policies and the Citizens Information Board's requirements.
- Ensure the fulfilment of the Board's financial and legal responsibilities to employees.
- Build and maintain good staff management/employee relations and communications.
- Report to the Board on staff, HR/IR issues on a quarterly basis or more frequently, if required. Co-ordinate recruitment, selection and induction procedures at Board's request
- Ensure that employees receive the support, supervision and training required to help them do their jobs to the best of their ability.
- Co-ordinate the handling of disciplinary and grievance matters according to agreed procedures.

The National Manager has the responsibility to supervise staff and to deal with staffing issues on a day-to-day basis. The National Manager will report to the Chair on staffing issues. In situations when a staff grievance or disciplinary issue arises that involves the National Manager directly, they will absent themselves from the Committee

The staff sub-committee will always act in line with the established guidelines, policies and procedures of the organisation.

The sub-committee is committed to abiding by the rules of natural justice i.e.:

1. *The right to be heard*

- Details of any complaint or allegation will be outlined to the individual who is the object of same
- Details of supporting information or relevant documentation will be provided to all those involved
- All parties will have the right to respond to the sub-committee in their own interest prior to any decision being made.

2. *A person cannot be a judge in their own cause*

- The committee will have an open mind with no pre-judgment
- Nothing will prejudice the view of the committee
- The members of the committee will not have a personal interest in the decision they are making; they will be impartial adjudicators. Anyone who is connected to the matters being discussed by the committee should remove themselves from any meeting of the committee where such matters arise.

Members of the sub-committee will give an undertaking of confidentiality of all matters which are dealt with by the committee.

In order to avoid damaging the impartiality of Board members who may be called on to conduct a hearing related to a staff relations procedure, the detail of grievances, disciplinary matters or allegations of bullying, harassment or sexual harassment should not be discussed at full meetings of the Board. The Staff Sub-Committee can notify the Board that a grievance/disciplinary issue/allegation of bullying etc. is being handled and the stage that the matter is at without giving details of those involved or of the incident giving rise to the procedure.

APPENDIX D

Guidelines for Interview Panels

The purpose of the interviewing process is to select the most suitable candidate for the vacant post. The selection process must initially identify whether the candidate is qualified for the post and subsequently list the qualified candidates in order of merit.

On the basis of the job description and the competencies required for the post, the panel will interview the candidate with a view to:

- Confirming and exploring the key elements of the application submitted by the candidate., particularly in relation to the applicant's role in specific activities, level of responsibility and the output achieved.
- Assessing whether the candidate has the required competencies for the post, particularly in areas which do not appear to have been addressed in the application form
- Considering the candidate's communication skills, demeanor and ability to relate to the members of the interview panel.

The interview panel should take a structured approach to the interview. The selection criteria based on the competencies required for the job, should be considered and the main candidate questioning areas allocated to the members of the panel accordingly. Interviews should be conducted in such a manner as to put the candidate at ease and enable them perform to their best potential. The panel should review the candidate's application form in brief with the candidate at the outset. This should then be followed by a thorough analysis of their career to date with a particular focus on significant relevant accomplishments related to the competencies required for the post. Gaps or frequent moves obvious from the application form should also be discussed.

At the end of the interview each candidate should be allowed the opportunity to ask questions and/or to make a statement to the panel. It is important that all candidates are interviewed on the same subject areas and for approximately the same length of time.

It is essential that the interview panel's interviewing and marking procedures are objective and consistent for all candidates. No bias may be shown by the interview panel when selecting a candidate for a post on the grounds of personal knowledge; gender; age; disability; religion; race; civil or family status; sexual orientation or membership of the Traveller community.

At the end of the interview, the panel should be in a position to consider the candidate under each of the detailed competency areas and make an initial assessment of the candidate's performance.

When all candidates have been interviewed, the panel's provisional marking for the candidates will be further reviewed and an order of merit for qualified candidates will be prepared on the basis of comparative performance. The panel should be clear on the reasons why they are rating one candidate ahead of another. The panel will record their agreed final marks and comments for each candidate on the interview assessment sheet and indicate the order of merit for candidates.

APPENDIX E

Request for Reference Letter

DATE

Former Employer
Address

Re: Reference for [Applicant Name]

[Position Held at Former Employer]
[Dates of employment]

Dear [Referee Name]:

The above named individual has applied for the position of _____ with _____ [insert name of organization] and has named you as a referee. I enclose a copy of the Job Description/Person Specification for this role and would be very grateful for your opinion as to _____'s suitability for this position.

Thank you for your cooperation and prompt response.

Sincerely,

Chairperson of the Board

Telephone Reference Checklist

Reference Check By Telephone					
Applicant					
Referee					
Taken By					
Date					
Position Held					
From - To					
Responsibilities of position held with previous employer					
Clarify any doubts interview panel may have had about relevance of candidate's experience in some elements of the post applied for					
Confirm strengths ascertained at interview					
Rate applicant on following scales where 5 is Excellent, and 1 is Very Poor					
	5 Excellent	4 Good	3 Satisfactory	2 Poor	1 Very Poor
Attitude to Work					
Attitude to Management					
Attitude to Colleagues					
Attitude to Customers					
General / Overall Ability					
Honesty & Integrity					
Punctuality					
Sickness record					
Reason for Leaving					
Would you re-employ this person?	Yes		No		
Comments					

APPENDIX F

Sample Job Offer Letter

Ref: Post

Dear _____

Further to your recent application, I am pleased to offer you the position of _____ with effect from (date) at a starting salary of € _____ per annum which is the _____ point on the (Line Manager/Senior Advocate/Advocate/Administrator, etc) salary scale. On this date, you should report to the undersigned, bringing with you your P45 form and PRSI number.

Your hours of work will be from _____.00pm. Monday to Friday with a daily meal break of 60 minutes. Your holiday entitlement is _____ days in a complete holiday year.

On acceptance of the offer you will be issued with your contract of employment and a copy of the Staff Handbook which contains details of the staff policies and procedures that will relate to your employment.

Please confirm your acceptance of this offer by return post, for which a stamped addressed envelope is provided. We would like to take this opportunity to welcome you to our organisation and trust that our association will be long and mutually satisfactory.

Yours sincerely

Chairperson of the Board.

APPENDIX G

Template Contracts

(a) Permanent Contract

National Advocacy Service for People with Disabilities

The 'Organisation' in this contract refers to the National Advocacy Service for People with Disabilities, having its registered offices at *****

This contract is made on the _____ between _____ the National Advocacy Service for People with Disabilities as employer and _____, employee.

You will be provided with a NAS Staff Handbook which forms part of your terms of employment and which can be amended, from time to time by way of agreement.

TITLE AND RESPONSIBILITIES

- 1.1 Your job title is _____
- 1.2 Initially you will report directly to, _____ or respective Manager. This may change over time and you will be informed of any change.
- 1.3 Your responsibilities relate directly to your job description (see Appendix 1)
- 1.4 The organisation requires adaptation and flexibility as from time to time you may be assigned additional responsibilities and tasks to complete.
- 1.5 You are subject to an initial probation period of __ months, which may be extended at the discretion of your manager. You will be advised in writing when you have successfully completed your probation period. Failure to successfully complete the probation period can result in termination of employment. In this instance, the notice period will be one week.

REMUNERATION & PENSION

- 2.1 You will receive a starting salary of € _____ which is the __ point on the _____ salary scale.
- 2.2. Your payment will be made by bank giro into your bank account [state intervals, i.e. weekly/monthly]. In the event of any overpayment of wages, salary, expenses, sick pay or any other form of payment, the company reserves the right to recoup same through an appropriate deduction to your salary payment. You will be notified of any such deduction.
- 2.3. Your increment date will be _____
- 2.4. A Pension scheme is in place and membership is obligatory. Your contributions (5%) will be deducted from your salary on a monthly basis. You will receive an employer contribution of 7% in relation to this scheme. Details of the pension scheme _____ are _____ attached.

TRAVEL EXPENSES

- 3.1 If you are required to undertake journeys away from your office in the course of your duties you will receive travel and subsistence expenses in accordance with the Citizens Information Board's guidelines. It is your responsibility to ensure that your private motor insurance will cover such travel and will indemnify the NAS against any claims.

PLACE OF WORK

- 4.1 Your place of work at present is *****.

HOURS OF WORK

- 5.1 Normal work hours are from _____ to _____, Monday to Friday.
- 5.2 From time to time you may be required to work outside these hours. You will receive time off in lieu (TOIL) for all hours worked in excess of your normal working week.

ANNUAL LEAVE AND OTHER LEAVE

- 6.1 The annual leave year runs from 1st January to 31st December.
- 6.2 You are entitled to ___ working day's annual leave, in addition to public holidays. All requests of dates for your annual leave must be made to your manager who will try and facilitate your request.
- 6.3 Annual leave may not be carried over from year to year.
- 6.4 Details of maternity leave, natal care leave, adoptive leave, parental leave, compassionate leave, force majeure leave, carer's leave and jury duty can be found in your Staff Handbook.

SICK LEAVE

Full details of our sick pay scheme can be found in the Staff Handbook.

REFERENCES

- 8.1 This offer of employment is subject to the receipt of satisfactory references obtained.

CONFIDENTIALITY

- 9.1 You are expected to respect the confidentiality of the information to which you will have access to and the general affairs of the organisation.
- 9.2 Confidential information relates to, but is not limited to; clients, trade secrets, proprietary information, ideas, and copyrightable works, proprietary, and software systems of the organisation
- 9.3 A breach of confidentiality will lead to a disciplinary procedure up to and including dismissal.

CONFLICT OF INTEREST

- 10.1 You must not engage in any activity, which might create a conflict of interest or inappropriate use of information for the private gain of yourself or any other individual. If you are in any doubt as to whether a conflict of interest exists please contact your manager.
- 10.2 You may accept outside employment as long as it does not affect your work performance or is not a conflict of interest. Due to the Organisation of Working Time Act, 1997, which limits the hours of work, particulars of outside employment should be notified in writing to your reporting manager. Any breach of this may lead to a disciplinary sanction.

GRIEVANCE & DISCIPLINARY PROCEDURES

- 11.1 Full details of our grievance and disciplinary procedures are to be found in the Staff Handbook.

LEAVING THE ORGANISATION

- 12.1 On termination of employment, you will receive payment in lieu of any accrued annual leave entitlements. Similarly, leave taken in excess of accrued entitlement will be deducted from final pay.
- 12.2 All records, papers, documents or other material whether stored electronically or hard copy are the property of the NAS and must be handed over at any

-
- time on demand or at termination of employment. You shall not make or keep any copies or extracts of such records, papers, documents or other material.
- 12.3 The notice period that you must give to the organisation and which the organisation must give to you, following completion of the probation period, is _____.
- 12.4 The notice period required to be given by the organisation may be waived or reduced by mutual consent.
- 12.5 The organisation reserves the right to pay you in lieu of notice and/or to require that you do not attend the premises of the organisation during the notice period.
- 12.6 The organisation reserves the right to terminate your employment without notice if it has reasonable evidence to prove, following a thorough investigation, that you have been guilty of gross misconduct.
- 12.7 Your employment will automatically terminate without notice on your reaching normal company retirement age, currently 65 years.

Signed for and on behalf of the organisation:

Chairperson of the Board.

Date: _____

I accept employment with the National Advocacy Service for People with Disabilities on the terms above.

Signed:

Date _____

Attachments: Job Description

NAS Staff Handbook

Explanatory Booklet on the Organisation's Pension Scheme

(b) Temporary Contract

**This contract and a covering letter stating its purpose and the reason(s) it will terminate must be given to the employee as soon as practicable in respect of a first contract and by the date of the commencement of the employment – at the very latest - in respect of a renewal of a fixed term/specified purpose contract²⁰.
Draft contract must be sent to CIB for review prior to issue to employee.**

National Advocacy Service for People with Disabilities

Fixed Term / Specified Purpose Employment Contract

The 'Organisation' in this contract refers to the National Advocacy Service for People with Disabilities having its registered offices at *****

This contract of employment is between the National Advocacy Service for People with Disabilities as employer and _____ as employee.

Purpose

The purpose of this contract is *[state reason for fixed-term/specified purpose contract, i.e. why the role is not being filled under a contract of indefinite duration]*

Your employment will commence on _____ and will terminate: _____

- (a) on a particular date (fixed term);
- (b) at the arrival of an event/completion of a specified task (specified purpose), e.g. return of permanent employee from maternity leave/from secondment to another post, etc; or
- (c) on the filling of the post through open competition whichever is the sooner.

YOU WILL BE PROVIDED WITH A STAFF HANDBOOK WHICH FORMS PART OF YOUR TERMS OF EMPLOYMENT AND WHICH CAN BE AMENDED, FROM TIME TO TIME BY WAY OF AGREEMENT.

The terms of the Unfair Dismissals Acts, 1977-2001, will not apply to a termination of this contract due only to the expiry of the fixed term or cessor of purpose.

TITLE AND RESPONSIBILITIES

- 1.1 Your job title is _____
- 1.2 Initially you will report directly to, _____ or respective Manager. This may change over time and you will be informed of any change.
- 1.3 Your responsibilities relate directly to your job description (see Appendix 1)
- 1.4 The organisation requires adaptation and flexibility as from time to time you may be assigned additional responsibilities and tasks to complete.
- 1.5 You are subject to an initial probation period of ___ months, which may be extended at the discretion of your manager. You will be advised in writing when you have successfully completed your probation period. Failure to successfully complete the probation period can result in termination of employment. In this instance, the notice period will be one week.

²⁰ Protection of Employees (Fixed Term Work) Act, 2003

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- 1.6 *[Para 1.5 to be included on a first contract only. If contract is being renewed for the same post/purpose, it is most likely that the probation period will have already been completed]*

REMUNERATION AND PENSION

- 2.1 You will receive a salary of € _____ which is the ____ point on the _____ salary scale.
- 2.2 Your payment will be made by bank giro into your bank account [state payment intervals, i.e. weekly/fortnightly/monthly]. In the event of any overpayment of wages, salary, expenses, sick pay, or any other form of payment, the company reserves the right to recoup same through an appropriate deduction to your salary payment. You will be notified of any such deduction.
- 2.3 Your increment date will be _____
- 2.4 A pension scheme is in place and membership is obligatory. Your contributions (5% of salary) will be deducted from your salary on a monthly basis. You will receive an employer contribution of 7% in relation to this scheme. Details of the Pension Scheme are attached.

TRAVEL EXPENSES

- 3.1 If you are required to undertake journeys away from your office in the course of your duties you will receive travel and subsistence expenses in accordance with the Citizens Information Board's guidelines. It is your responsibility to ensure that your private motor insurance will cover such travel and will indemnify the organisation against any claims.

PLACE OF WORK

- 4.1 Your place of work at present is *****.

HOURS OF WORK

- 5.1 Normal work hours are from _____ to _____, Monday to Friday.
- 5.2 From time to time you may be required to work outside these hours. You will receive time off in lieu (TOIL) for all hours worked in excess of your normal working week.
- 5.3 Specify time and duration of rest breaks, i.e. tea/coffee break, lunch break

ANNUAL LEAVE AND OTHER LEAVE

- 6.1 The annual leave year runs from 1st January to 31st December.
- 6.2 You are entitled to ____ working day's annual leave, in addition to public holidays. All requests of dates for your annual leave must be made to your manager who will try and facilitate your request.
- 6.3 Annual leave may not be carried over from year to year.
- 6.4 **Details of maternity leave, natal care leave, adoptive leave, parental leave, bereavement leave, force majeure leave, carer's leave and jury duty can be found in your Staff Handbook.**

SICK LEAVE

- 7.1 Full details of our sick pay scheme can be found in the Staff Handbook. The scheme applies to all staff that have more than six months service with the organisation. Therefore any absences due to illness for the first six months of this contract will be at your own expense.

REFERENCES

- 8.1 This offer of employment is subject to the receipt of satisfactory references obtained by the organisation.

CONFIDENTIALITY

- 9.1 You are expected to respect the confidentiality of the information to which you will have access and the general affairs of the organisation.
- 9.2 Confidential information relates to, but is not limited to; clients, trade secrets, proprietary information, ideas, and copyrightable works, proprietary, and software systems of the organisation.
- 9.3 A breach of confidentiality will lead to a disciplinary procedure up to and including dismissal.

CONFLICT OF INTEREST

- 10.1 You must not engage in any activity, which might create a conflict of interest or inappropriate use of information for the private gain of yourself or any other individual. If you are in any doubt as to whether a conflict of interest exists please contact your manager.
- 10.2 You may accept outside employment as long as it does not affect your work performance or it is a conflict of interest. Due to the Organisation of Working Time Act, 1997, that limits the hours of work, particulars of outside employment should be notified in writing to your reporting manager. Any breach of this may lead to a disciplinary procedure.

GRIEVANCE & DISCIPLINARY PROCEDURES

- 11.1 Full details of our grievance and disciplinary procedures are to be found in the Staff Handbook.

LEAVING THE ORGANISATION

- 12.1 Either party may terminate the contract prior to the expiry of its term/cessor of purpose on the giving of due notice.
- 12.2 You will be paid for any accrued annual leave entitlement that has not been taken on termination of this contract. Similarly leave taken in excess of accrued entitlements will be deducted from final pay.
- 12.3 All records, papers, documents or other material whether stored electronically or as hard copy are the property of the organisation and must be handed over at any time on demand or at termination of employment. You shall not make or keep any copies or extracts of such records, papers, documents or other material.
- 12.4 The notice period that you must give to the organisation and which the organisation must give to you, following completion of the probation period (see 1.5 above), is _____.
- 12.5 The notice period required to be given by the organisation may be waived or reduced by mutual consent.
- 12.6 The organisation reserves the right to pay you in lieu of notice and/or to require that you do not attend the premises of the organisation during the notice period.
- 12.7 The organisation reserves the right to terminate your employment without notice if it has reasonable evidence to prove that you have been guilty of serious misconduct or negligence.
- 12.8 Your employment will terminate automatically, without notice, on your reaching the normal company retirement age, currently 65 years.

Signed: _____

Chairperson of the Board

Date _____

I accept employment with National Advocacy Service for People with Disabilities on the terms above.

Signed _____

Date _____

Attachments: Job Description
Staff Handbook
Explanatory booklet on the organisation's Pension Scheme

APPENDIX I

Sample letter notifying agreed contract changes. One copy to be given to the employee and one copy, signed by both employer and employee, to be retained on the employee's personnel file.

This sample deals with an employee moving from full-time to part-time work

Dear *****

I am writing to you to confirm that, as recently agreed, and with effect from ****Date****, for a period of 6 months, you will be employed by NAS on a part time basis. The following working arrangements are revised as a result of these reduced hours:

- 1 From ****Date**** to ****date**** you will work part-time at 2.5 days per week (17.5 hours per week on Monday and Tuesday, full days and Wednesday am.
- 2 For this period your salary will be paid at 50% of the full-time equivalent of your grade and increment.
- 3 Your annual leave will be reduced to 50% full time equivalent for this period.
- 4 Your entitlement to Public Holidays will be calculated pro-rata and according to the days you are rostered to attend work in accordance with the Organisation of Working Time Act, 1997.
- 5 Approved certified sick leave and uncertified sick leave and superannuation benefits entitlements will be calculated on a pro-rata basis.
- 6 As agreed you will return to full-time employment on ****date****, at which stage your terms and conditions will be altered accordingly.
- 7 All other terms and conditions of your employment as detailed in your contract of employment dated ******date**** remain unchanged.

Should you have any queries, please do not hesitate to contact me.

Yours sincerely

Line Manager

I agree to the reduction in my working hours for the period **date**** to ****date**** and associated alterations as listed above**

.....
Date:/...../.....

APPENDIX J

STAFF HANDBOOK (2013 edition)

Acknowledgement of Receipt of Staff Handbook

I have received the Staff Handbook outlining the NAS policies and procedures. I confirm that I have read the Staff Handbook and I understand its contents constitute part of my terms and conditions of employment.

Signed _____ **Date** _____

APPENDIX K

Personnel Record Form

Last updated on:		
Surname	First Name	
Present Address	Date of Birth (verification of date of birth is required, i.e. sight of Birth Certificate; Passport)	
Home Phone	Mobile Phone	
Name /Address/phone of Next of Kin (a) to be contacted in an emergency		
 (b) to receive outstanding salary entitlements, insurance or pension benefits due in event of death in service (if different from (a) above).		
Written statement of terms of employment issued on		
PPS Number		
Job title	Commenced Job on	
Previous employers		
1	From	To
2	From	To
Education, professional and other qualifications	Grade	Date Achieved
1		
2		
3		
Training record (On the job, training courses etc)		
1	From	To
2	From	To
3	From	To
4	From	To
5	From	To
6	From	To
7	From	To
8	From	To
9	From	To

APPENDIX L

Sample Induction List

Item	Discussed (Yes/No)	Item	Discussed (Yes / No)
Probation details		Phone list	
Hours of work		Private use of phones	
TOIL		Mobile phones	
Time-keeping		Photocopiers / Fax	
Coffee/tea/Lunch breaks		Locations of toilets stationery	
Pay		Location of first-aid Facilities	
Methods of payment		Location of fire equipment	
Pay days		Exits and escape routes	
P45		Reporting accidents	
Bank details		Security	
Pension		Emergency contact Details	
PPS Number		Training	
Subsistence and travel expenses		Dress code	
IT and Email Policy		Grievance procedure	
Absences		Dignity at Work Policy and Procedures	
Sick pay scheme		Disciplinary procedure	
Report sick absence		Introductions to staff and tour of office	
Annual Leave		Copy of Staff Handbook given and signed for	
Contract of Employment discussed and signed (if not already signed)		Employee Supports – EAP	
Garda Vetting			

I confirm that I, _____ and , _____ Line Manager

have discussed the items listed above.

Signed:

_____ Employee

_____ Line Manager

Date:

APPENDIX M

Probation Review Form

A copy of the completed form should be given to the employee.

Name:	
Post:	
NAME OF EMPLOYER COMPANY	
Type of Contract:	
Period of Contract/ Commencement Date:	
Probationary Period:	

1.	Ability to meet the requirements of the post:

2.	Relationship with peer group

3.	Attendance (<i>particular note should be made of any sick leave</i>):

4.	Timekeeping:

5. Relationship with Manager/Supervisor:

6. Areas of weakness requiring further development:

7. Proposed action to deal with 6 above:

8. Any other comments:

FINAL RECOMMENDATION:

I recommend / do not recommend (please circle) that the above be continued in employment with XXXX NAS in accordance with the terms of the Contract of Employment issued and subject to the comments noted above.

SIGNED: _____ (Manager)
PRINT NAME: _____
DATE: ____/____/____

I acknowledge receipt of the above.
SIGNED: _____ (Employee)
DATE: ____/____/____

APPENDIX N
Staff Record Forms

SAMPLE TIME RECORDING SHEET.

Employer Name		PAYE Reg. No.
Staff Name		PPS No:
Month		

Week 1	Sign In Morning	Sign Out Morning	Sign In Afternoon	Sign Out Afternoon
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Weekly Total				

Week 2	Sign In Morning	Sign Out Morning	Sign In Afternoon	Sign Out Afternoon
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Weekly Total				

Week 3	Sign In Morning	Sign Out Morning	Sign In Afternoon	Sign Out Afternoon
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Weekly Total				

Week 4	Sign In Morning	Sign Out Morning	Sign In Afternoon	Sign Out Afternoon
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Weekly Total				

Signature of Employer: _____

Signature of Employee: _____

Staff attendance record

Name

Year

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
1												
2												
3												
4												
5												
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- | | | | |
|--------------------------|--------|----------------------------|-------|
| Late arrival | - L | Authorised absence | - A |
| Public Holiday | - P | Unauthorised absence | - U |
| Holidays (annual) | - H | Certified sick | - CS |
| Maternity leave | - ML | Uncertified sick | - US |
| Parental leave | - PL | Pregnancy related absence | - PRA |
| Time off in lieu | - TOIL | Disability related absence | - DRA |
| Dependents/carer's Leave | - DL | Force Majeure | - FM |

Sample form on double employment

Prohibition on exceeding statutory maximum working hours

Under Section 33 of the Organisation of Working Time Act 1997, employers are prohibited from employing employees to work on any day or during any week where the employee has worked for another employer or other employers and where the aggregate of the periods worked exceeds that permitted by the legislation. Offences under the Act may render both the employer and the employee liable to prosecution. A person found guilty under this Act faces fine of up to €1,900 on summary conviction.

To ensure that both the employer and the employee are in compliance with the legal requirements, it is necessary for all employees to provide the organisation with details of any other employment that the employee is engaged in. Employees who are self-employed are not covered by this provision. Also excluded are employees who are working for a relative and are members of that relative's household and whose place of employment is a private dwelling house or farm in or on which they and the relative reside.

Please note that should a situation arise where the combined hours worked for the organisation and other employment place the organisation (and the employee) in breach of the legislation, then the employee concerned must change/reduce the hours worked in the other employment in order to prevent such a breach occurring.

Under the Organisation of Working Time Act 1997, employees should have 11 hours consecutive rest in each 24-hour period. Employees are entitled to a period of 24 hours rest in each consecutive seven-day period; this period should be preceded by 11 hours' daily rest. This effectively means employees are entitled to 35 hours consecutive rest. Certain exemptions apply to daily and weekly rest.

The legislation limits the maximum number of hours an employee can work.

In order to ensure that the organisation and you are not in breach of this Act, the following information is required from all employees. Please complete the details and return to

by _____.

Employee's _____ name _____ and _____ address: _____

Details of employment *outside* the organisation:

Do you work for any other employer? Yes No

If yes, please complete the following details:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Starting times	_____	_____	_____	_____	_____	_____	_____

Finishing times _____

Do these hours vary from week to week? Yes No

If _____ yes, _____ please _____ give
details: _____

More than one other employer:

If you are employed by more than one other employer, please repeat the above information for each such employer on a separate sheet.

Please note – You must notify the organisation if there is any change to the details outlined above.

Signed _____ (Employee)

Date: _____

Signed _____ (Employer)

Date _____

LEAVE REQUEST FORM

Name:

Department:

First Choice: **from** **to** **(inclusive)**

Second Choice: **from** **to** **(inclusive)**

Third Choice: **from** **to** **(inclusive)**

Total amount of days applied for:

Amount of leave previously taken:

Balance - leave yet to be taken:

Approved By: Date:

Time-Off-In-Lieu (TOIL) Form

Name:

Position:

Location:

Day/Date	Purpose	Start Time	Finish Time	Actual Time Claimed	Total TOIL Due	Time Taken & Date	Remaining Time Due	Approved Date

1 Working Day = 7 hours
TOIL Rates = Monday to Friday x 1,
Saturday x 1.5,
Sunday x 2

SICKNESS SELF-CERTIFICATION ABSENCE FORM

This form should be completed upon return to work following any period of sickness.

If an employee is returning to work after a period of sickness of **more than 2 working days** a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first days.

NAME:			
Dates of sickness (Including non-working days)			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Dates of absence			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Details of sickness or injury			
Was a doctor consulted? YES/NO. If YES please give details of: doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.			

Application for Emergency Family Leave (Force Majeure)

This form should be completed and returned to the Line Manager or Chair.

Name of Employee _____

PPS No. _____

Location _____

Name and address of injured/ill member of the employee's immediate family during emergency family leave:

Nature and details of injury/illness of immediate family member of employee concerned:

Date(s) of emergency family leave: _____

Medical Certificate attached: _____

I confirm that I have taken emergency family leave on the above mentioned date(s) because of urgent family reasons as a result of the injury/illness of the member of my immediate family stated above and per details stated given as a result of which my immediate presence at that member of my immediate family's address was indispensable.

DECLARATION

I declare that the information given by me above is true, accurate and complete in all respects and I both understand and accept that if that is not the case, whether knowingly on my part or otherwise, then, following due investigation by my employer, I may be denied emergency family leave and/or liable to appropriate disciplinary action.

Date:

Signature of Employee:

Signature of Line Manager/Chair: _____

NOTIFICATION OF INTENTION TO TAKE MATERNITY LEAVE

1. Please ensure that you have read the guidelines for staff taking maternity leave, before completing this form.
2. Please note that any public holidays, which fall during the period of maternity leave, both paid and unpaid, will be added on to the end of the period.
3. This form should be completed and returned to:
The Line Manager or Chair

Under the Maternity Protection Acts, 1994 and 2004 I hereby notify the organisation of my intention to take Maternity Leave and attach a medical certificate, as requested.

Name: _____ PPS No: _____

Location _____ Tel No: _____

If part-time or job sharing please state pattern of working week:

My maternity leave will commence on: _____ / ____ / ____

My expected date of confinement is: _____ / ____ / ____

My maternity leave is due to end on _____ / ____ / ____

Additional unpaid maternity leave commences on _____ / ____ / ____ ends on _____ / ____ / ____

Plus _____ days due in lieu of public holidays occurring during the period of maternity leave

Proposed date of return to work: _____ / ____ / ____

**OTHER NOTIFICATION
REQUIREMENTS**

-
- If I intend to take additional unpaid leave (additional maternity leave), I understand that I must notify the Line Manager or Chair, in writing at least four weeks before the end of my maternity leave.
 - I understand that no later than four weeks before the end of my maternity leave, that is, no later than ____ / ____ / ____ I must notify the Line Manager or Chair, in writing, of my intention to return to work.

I confirm that I have read the organisation's guidelines for staff taking maternity leave, and I undertake to fulfil my obligations under the Maternity Protection Act, 1994 and 2004, as outlined in the guidelines.

Signed: _____ Date: ____ / ____ / ____
Employee

Approved: _____ Date: ____ / ____ / ____
Line Manager/Chair

Parental Leave Application Form

1. Parental leave is granted solely for the purpose of taking care of the child named below. Each parent, who has completed 12 month's continuous service with the organisation, is entitled to take a total of 18 working weeks unpaid leave for each eligible child and the leave must be taken before the child is 8 years old (16 years if the child has a disability or long-term illness)..
2. Application for parental leave should be approved by your Line Manager or Chair, not later than 6 weeks before the proposed commencement date, in accordance with section 8 (1) of the Act.
3. Please note that any public holidays which fall during the period of parental leave, will be added on to the end of the period.

UNDER THE PARENTAL LEAVE ACT, 1998 AND 2006, I HEREBY GIVE NOTICE OF MY INTENTION TO TAKE PARENTAL LEAVE FOR THE PURPOSE OF TAKING CARE OF MY CHILD. A COPY OF MY CHILD'S BIRTH CERTIFICATE / ADOPTION ORDER IS ATTACHED.

Name: _____ PPS No _____

Location _____ Tel. No: _____

Name of Child: _____ Date of Birth: _____ / _____ / _____

Commencement date of employment: _____ / _____ / _____

Periods of parental leave already taken in respect of this child/another child:

(with NAS) _____

(with another employer) _____

Pattern of Leave:

(Please note that pattern of leave must be **discussed** and **agreed** in advance with your **Manager of Chair** and must be in accordance with the policy of the organisation)

Proposed date of commencement of parental leave: _____ / _____ / _____

Proposed duration of parental leave: _____

Proposed manner in which it is to be taken: _____
(please provide a brief description)

Cessation date of parental leave: _____ / _____ / _____

I declare that the information given above is accurate and complete.

Signed: _____ Staff member	Date: ____ / ____ / ____
Approved: _____ Line Manager/Chair	Date: ____ / ____ / ____

Please note that this leave may be terminated if it is not used for this purpose. Any employee abusing this leave may be subject to serious disciplinary action up to and including dismissal.

cc Personnel File

APPENDIX O



Department of Finance An Roinn Airgeadais

An Cód Pearsanra - Personnel Code

Reference No: E105/2/80; Date: 05/07/82

Title: Circular 11/82:- Travelling and Subsistence Regulations

Content:

A Dhuine Uasail

I am directed by the Minister for the Public Service to inform you that he has accepted an agreed recommendation made by the General Council under the scheme of conciliation and arbitration for the civil service regarding the revision of the instructions governing the payment of travelling and subsistence allowances (Report 962).

2. A copy of the new instructions is attached. These new instructions should be applied with effect from a current date. Circulars 28/36, 21/47, 6/53, 16/53 and 25/77 are superseded accordingly.

3. Expenditure on travel and subsistence should be strictly appraised and monitored. It is the duty of Heads of Departments to ensure that only essential travel is undertaken and that the number of officers absent on official business is kept to the absolute minimum.

4. Please bring this circular to the notice of all travelling officers in your Department. Any enquiries from Departments about this circular should be made to Room 2.11, Department of the Public Service, Kildare Street, Dublin 2 (Tel. 779601 Ext. 233). Individual claimants should make any enquiries to the Finance or Personnel Units of their own Departments.

Mise le meas
K Murphy

Travelling and Subsistence Instructions Issued with Circular 11/82 dated 5 July 1982

Part I

General Rules

1. Officers employed on official business away from their headquarters and officers assigned to field duties will be paid travelling and subsistence expenses within the rates authorised from time to time by the Minister for the Public Service.
2. Travelling and subsistence allowances are payable only in respect of necessary absence from headquarters. All travelling duties should be planned so as to reduce the total amount of travel to the minimum consistent with efficiency. All official travel should be by the shortest practicable routes and by the cheapest practicable mode of conveyance. Return tickets, contract, season or other cheap tickets should be used wherever a saving in travelling expenses is secured thereby.
3. The subsistence allowance payable is not intended to meet the whole cost of subsistence when absent from home and headquarters and is not intended to be a source of emolument or profit.
4. Expenses under this circular will not be paid to officers travelling to take up duty on first appointment to the public service or to officers travelling after first appointment to take up a new post as a result of an open competition.

Part II - Travelling Expenses

Use of Own Transport

5.
 - (1) An officer assigned to field duties who is required to use his car will be authorised to do so.
 - (2) Apart from officers referred to at 5(1) an officer will be authorised to use his own car or motorcycle on official business only in the following circumstances:
 - (a) where no suitable public transport (i.e., train or bus) is available.
 - (b) where public transport is available only at equal or greater expense
 - (c) where the use of public transport would result in the loss of official time which it is necessary to avoid.
6. Where more than one officer is travelling to the same area, arrangements should where feasible, be made to avoid the unnecessary duplication of the use of officers' own cars.
7. An officer who is authorised to use his own transport while travelling on official business will be paid within the appropriate motor mileage rates approved by the Minister for the Public Service. These rates will be fixed by reference to the horse-power as reckoned for registration purposes.

8. If it is necessary for an officer to use his own transport constantly in the performance of his official business, he will be paid a fixed allowance (weekly, monthly or yearly, as appropriate).

9. (1) The following undertaking must be signed by each officer who is authorised to use his own transport on official business:-

"I acknowledge that the authority given to me to use my own motor vehicle on official business is subject to any relevant regulations or conditions in force from time to time and, in particular, to the condition that it is insured, and will continue to be insured, by me for the purpose of the Road Traffic Act 1961. It is at present insured with the _____ and I undertake to notify my Department of any change.

I am aware that the State will accept no liability for any loss or damage resulting from the use of my motor vehicle on official business."

Signed: _____

Date: _____

(2) Officers who are required to pay higher premiums to effect insurance cover for their own cars because they necessarily carry goods or equipment while travelling on official business may be recouped, on the production of the necessary receipts, the extra expenditure involved.

10. The mileage year for purposes of payment of motor mileage rates will reckon from the date on which each officer first uses his private motor car on official business.

Use of Public Transport

11. Taxis or cars should be hired only when no suitable public transport is available. Vouchers should be supplied with all such claims.

12. In the case of an officer who uses his own car where public transport could have been used, without detriment to the public interest, the amount to be allowed for the officer's own car in respect of mileage allowance must not exceed the cost of public transport (including that of passengers whose travelling expenses would be payable from public funds).

Journey from Home and Headquarters

13. Travelling expenses will not be paid in respect of any portion of a journey which covers all or part of an officer's usual route between home and headquarters.

14. Where an officer 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 headquarters, whichever is the lesser.

Part III - Subsistence Allowances

Night Allowance

15. A night allowance is not payable for an absence at any place within 15 miles of an officer's home or headquarters.

-
16. 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. Subject to paragraph 15, it will be paid for each night necessarily spent away from home or headquarters.

Day Allowance

17. A day allowance is not payable for an absence at any place within 5 miles of an officer's home or headquarters.
18. Subject to paragraph 17, a day allowance will be paid in respect of absence from home or headquarters of 5 hours or more. Time spent at headquarters or on journeys from home to headquarters or vice versa will not reckon towards the qualifying period of 5 hours.
19. A night and day allowance will not both be paid in respect of the same period, except in the circumstances described in paragraph 26(b). Where an absence includes one or more nights, a day allowance will be paid only if the last period of 24 hours is exceeded by 5 or more hours.

Payment of Allowances

20. Allowances will be paid for continuous absence on detached duty in any one place on the following basis:
- (1) For visits of inspection or inquiry
 - (a) normal rate for first fourteen nights
 - (b) reduced rate for next twenty-one nights
 - (c) detention rate for next twenty-eight nights
 - (d) thereafter the provisions set out in paragraph 21 will apply.
 - (2) For temporary transfers
 - (a) normal rate for first fourteen nights
 - (b) reduced rate for next fourteen nights
 - (c) detention rate for next twenty-eight nights
 - (d) thereafter the provisions set out in paragraph 21 will apply.

Payment when Detention Rate Ceases

21. When detention rate ceases to be paid under paragraph 20(1) or 20(2) the following allowance may be paid, subject to the provision of paragraph 34.
- (1) An officer obliged to maintain his household while absent may be paid vouched extra expenses necessarily incurred within a limit of three nights' subsistence a week at the appropriate normal rate.
 - (2) An officer who is not obliged to maintain a household but who is obliged to retain his former accommodation may be paid vouched extra expenses necessarily incurred within a limit of one night's subsistence a week at the appropriate normal rate.

Daily Travel Between Normal Headquarters and Temporary Centre

22. The ordinary rate of day allowance is not applicable to temporarily transferred officers who are able to travel daily between their homes and the office to which they are temporarily attached, or in other cases of repeated daily visits to the same place. In

such cases, the payment of a day subsistence allowance will depend upon whether the officer is in fact put to substantial extra expense for meals in consequence of his absence from his normal headquarters. In each case where an allowance is justified, a special rate will be fixed.

Return to Headquarters at Weekends or for Public Holidays

23. Provided that there would be no serious loss of official time in travelling, an officer may return to headquarters at weekends or for public holidays.

24. Travelling expenses necessarily incurred will be paid within the limits set out hereunder. If, however, the officer remains at his place of detached duty he will be paid subsistence in accordance with the appropriate regulations.

(1) Where public transport is available

(a) the cost by public transport or

(b) if an officer uses his own car,

The cost at the appropriate reduced motor mileage rate, whichever is the lesser.

(2) Where public transport is not available

The cost at the appropriate reduced motor mileage rate

(3) Where an officer returns by means other than public transport or in his own car

The travelling expenses necessarily incurred, limited to an amount not exceeding (i) or (ii) below, whichever is the lesser

(i) the subsistence allowance which he would have been paid had he remained at the place of detached duty

(ii) the travelling expenses to which he would have been entitled under (a) or (b) above, as appropriate.

25. Return to headquarters at weekends (unless it is certified that the officer is required to attend for official purposes), or return on the occasion of a public holiday, will count towards the period of stay at one place for purposes of reduction of subsistence allowance. The nights of the weekends will be reckoned towards the periods after which reduced or lower rates of subsistence under paragraph 20 will apply.

Absence on Duty from place of Detached Duty

26 (a) An absence on official duty from a temporary centre for not more than 2 nights plus any nights of the weekend or public holiday will not be regarded as breaking the continuity of stay at that centre for the purpose of reduction of subsistence allowance.

(b) An officer in receipt of detention rate, if absent overnight on official duty from his temporary accommodation and centre, may receive ordinary rates of subsistence

allowance for such absence, in lieu of detention rate. If he is absent by day for not less than 5 hours from his temporary accommodation and centre, day allowance may be paid in addition to detention rate.

(c) Payment of the overnight allowance at (b) will be subject to the officer being at least 15 miles from his temporary accommodation and centre. Payment of the day allowance will be subject to the officer being at least 5 miles from his temporary accommodation and centre.

Travelling and Subsistence During Leave

27. When leave is taken during a period of detached duty, travelling expenses will be paid in accordance with the provisions of paragraph 24. Subsistence allowance will cease from the date of cessation of duty to the date of resumption of duty.
28. Leave so taken will not be regarded as breaking the continuity of a stay at the temporary centre for purposes of reduction of subsistence allowance. Where, however, the leave exceeds two days it will not be reckoned towards the periods' after which reduced or lower rates of subsistence will be paid under paragraph 20.
29. Where an officer on detached duty goes on leave and a weekend and/or public holiday immediately precedes such period of leave, subsistence allowance will not normally be payable for these nights. Instead, subsistence allowance will be measured by reference to the actual dates of cessation and resumption of duty, and the officer will be regarded as on leave from the actual date of cessation of duty.

Travelling Expenses in respect of Recall From Leave

30. Travelling expenses in respect of recall from leave will be paid only on the condition that the officer was not informed of the probability of recall or that the recall could not have been foreseen when he went on leave.
31. Subsistence allowance will not be paid in respect of recall from leave unless the officer's usual place of residence at headquarters is not available.

Subsistence Allowance During Illness

32. In case of illness during absence at a temporary centre where the officer remains in occupation of his accommodation, the appropriate rate of allowance will be paid provided
 - (1) that the officer is certified unfit to travel home or
 - (2) if he is able to travel, that the period of illness seems likely to be of short duration.
33. If the officer is removed to hospital or other institution a special allowance may be paid, within the rates ordinarily appropriate, sufficient to cover not more than any extra subsistence expense involved due to absence from home or headquarters.

Subsistence Allowance After 6 Months

34. In no case may subsistence allowance be paid to an officer continuously for a period longer than six months in one place without special authority from the Department of

the Public Service. This authority should be obtained prior to the expiry of the six month period.

Class of Allowance

- 35. The class of subsistence allowance is governed by the officer's grade and scale of salary during the period of his absence.
- 36. An officer who is temporarily substituting for a superior officer is not entitled to a higher class of allowance than that for which he is normally eligible.
- 37. When it is necessary for a junior officer to stay in the same accommodation as a senior officer who is entitled to a higher class of subsistence, the higher rate will be paid to both officers.

Claim Forms

- 38. All claims for travelling and subsistence allowances should be submitted on the appropriate forms.

Travelling Expenses Authorised in Other Circulars

- 39. The provisions of Circular 5/52 (Attendance of Civil Servants in Court as Witnesses), 21/78 (Third-level courses of education) and 42/78 (Payment of subsistence to officers who are absent from home by reason of their attendance at confined competitions) will continue to apply.

Created by Cathal Hunter/cmod on 22/02/2000
Last modified by Cathal Hunter on Monday, July 16th, 2001

Travelling & Subsistence Expenses Claim Form

Name: _____

Date	Time Depart	Time Return	Details of Journey (Event/ Course)	Form(s) of Transport Public Transport should be used where possible and receipts attached	Miles/kilometers for which expenses are Claimed	Travel € C	Subsistence at recommended rate	Miscellaneous	Sub Total € C

Total € _____

Signature: _____

Car: _____

Engine Size: _____ c.c.

Recommended currently _____ (Director/Line Manager)

I confirm that the car for which I now claim mileage on official business is insured with _____ (Name of insurer) for the purposes of the Road Traffic Act 1961:

Approved _____ (Board Treasurer)

Expiry of Policy _____

Date: _____

Signed _____

I am aware that the organisation by which I am employed does not accept liability for any loss or damage resulting from the use of my car on official business.

Appendix Q

Dignity at Work Policy

Contact Persons are:

To be put in place

(See Section 8, paragraph 8.4.1, for description of Contact Person role)

Appendix R

Organisation Checklist for Employee Leaving Service (mark 'N/A' in the individual sections if not applicable)

Employee's Name:	Topic/Issue	Leaving Date:	
		Carried Out by	Date Actioned
Confirmation/ Sign Off			
General			
Review employee personnel file one month prior to leaving date.			
Conduct an Exit Interview			
Reference Letters (if applicable and required)			
Final Salary Payment and other payments package			
Check outstanding annual leave entitlement; employee will receive payment in lieu of any accrued leave untaken. Leave taken in excess of accrued entitlements to be deducted from final pay			
Check if Minimum Notice payments are applicable (in lieu of time worked) and calculate for final salary package.			
Calculate outstanding subsistence and travel expenses			
Final Salary Pay Slip; review current years tax deductions/refunds, USC and PRSI deductions.			
P45, given to employee with Final Salary payment			
USC Certificate given with Final Salary payment			
Pensions			
Notification letter to be sent to Pension Provider, prior to employment terminating, to cease automatic employer and employee pension contributions on relevant date.			

Topic/Issue	Carried Out by	Date Actioned	Confirmation/ Sign Off
IT and NAS Property			
Keys and mobile phones returned Return of memory sticks and Lap Top/equipment and receipt given to employee that items have been returned.			
All records, papers, documents or other material whether stored electronically or hard copy which are the property of the organisation must be handed over by the employee at termination of employment			
Access to ECMS - notification sent to IT Support and Advocacy Services (CIB) to cancel staff member's access ECMS to come into force on last day of service			
Email Accounts - notification sent to IT Support to cancel staff member's access to individual's email (work) account to come into force on last day of service			
Death in service			
Check Next of Kin details in Personnel Record Form (S) – final salary payment to be sent to the named next of kin. Final Salary Payment to be made out to the name of deceased employee only.			
P45 to Revenue			
USC Certificate to Revenue			
Write to Pension Provider to inform of death of employee.			
Write to Bank to cancel automatic direct debits for pensions and salaries for deceased employee.			

Appendix S

Citizens Information Board SALARY SCALES FOR NAS EMPLOYEES

The CIB-approved salary scales for NAS posts are set out below. The scales are in respect of full-time employment. Salaries for part-time/job-share employees will be paid on a pro rata basis.

NATIONAL ADVOCACY SERVICE FOR PEOPLE WITH DISABILITIES

1. REGIONAL ADVOCACY MANAGER

1	€50,016
2	€51,282
3	€52,766
4	€54,252
5	€55,745
6	€57,076
7	€58,433
8	€59,753
9	€61,064

2. SENIOR ADVOCATE

1	€47,675
2	€48,869
3	€50,314
4	€53,022

3. ADVOCATE

1	€42,658
2	€44,078
3	€45,496
4	€46,915

4. NAS ADMINISTRATOR

1	€24,407
2	€25,554
3	€26,697
4	€27,845
5	€28,991
6	€30,136
7	€31,279
8	€32,420
9	€33,567

APPENDIX T

ANNUAL LEAVE ENTITLEMENTS

The annual leave year runs from 1st January to 31st December.

Annual leave entitlements, for full time employees, in NAS are as set out below. Part-time and job-sharing staff entitlement to annual leave is on a pro-rata basis

National Advocacy Manager

<i>Regional Advocacy Manager</i>	<i>25 days</i>
On completion of 2 years service	<i>26 days</i>
On completion of 5 years service	<i>27 days</i>

<i>Senior Advocate</i>	<i>24 days</i>
On completion of 2 years service	<i>25 days</i>
On completion of 5 years service	<i>26 days</i>

<i>Advocate</i>	<i>23 days</i>
On completion of 2 years service	<i>24 days</i>
On completion of 5 years service	<i>25 days</i>

<i>Administration Staff</i>	<i>23 days</i>
On completion of 2 years service	<i>24 days</i>
On completion of 5 years service	<i>25 days</i>



NATIONAL ADVOCACY SERVICE FOR PEOPLE WITH DISABILITIES

STAFF HANDBOOK

Final – Version 5

June 2014

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical tools employed.

3. The third part of the document presents the results of the study, including a comparison of the different methods and a discussion of the findings.

4. The fourth part of the document discusses the implications of the study and provides recommendations for future research.

5. The fifth part of the document concludes the study and summarizes the key findings.

Employees' Policy and Procedures Guide

This edition of the Staff Handbook updates the previous versions by taking into account changes in employment law, recommendations on good practice and Citizens Information Board requirements. Some of the language used is quite formal as it has been necessary for us to state some 'rules and regulations' in quite an official way.

This is a guide to working within the National Advocacy Service for People with Disabilities (NAS). Its aim is to advise each employee of their terms and conditions of employment and the organisation's policies and procedures. The Handbook forms part of NAS employees' contracts of employment as referenced therein. Where 'the organisation' is referred to in this Handbook, it refers to the NAS.

Each employee should familiarise themselves with the contents of this handbook so that they can understand how it applies to them. Please keep it safe and refer to it for guidance.

Further sources of information on policies, procedures and terms and conditions of employment can be found on notice boards and in letters which will be issued to all employees at the time of any change. The terms and conditions of employment set out in this Handbook can be amended from time to time by way of agreement.

Should an employee have any queries in relation to the handbook or their employment generally they should contact their line Manager.

For the purpose of clarity the term 'Organisation' should be read to indicate the National Advocacy Service for People with Disabilities.

'Line Manager' should be read to indicate:

Chair for the National Manager
National Manager for Regional Advocacy Managers; National Manager's Administrator
Regional Advocacy Manager for Senior Advocates, Advocates and Regional Administrator

We hope each employee enjoys working with the organisation for many years to come and we look forward to a rewarding partnership for both.

Chair

Date:

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General Personnel Policies

RECRUITMENT POLICY

The National Advocacy Service for People with Disabilities (NAS) aims to provide efficient quality services to all clients and believe that the achievement of this aim is dependent on its staff.

Accordingly, our organisation is committed to recruiting the right people into the right job at the right time in a fair, consistent and cost-effective manner. In furtherance of this, it undertakes to ensure all appointments and promotions are made on the basis of clear and justifiable job-related criteria. In accordance with its equal opportunity policy the organisation aims to recruit, through open competition, the best person for the job irrespective of gender, civil status, family status, sexual orientation, religion, age, disability, race and membership of the Traveller community, as per the provisions of the Employment Equality Acts, 1998-2008.

OPEN DOOR POLICY

We encourage all our employees to discuss openly with their Line Manager any questions or issues they may have. Our 'Open Door Policy' ensures that all employees have access to their Line Manager who is the first port of call regarding any queries. Employees who have a problem which relates to the Line Manager should discuss their problem with the Chair or a member of the Board.

EQUAL OPPORTUNITIES POLICY

Our organisation seeks to promote a model where the workplace is free from discrimination and harassment. The Equal Status Acts 2000 and 2004 and the Employment Equality Acts 1998 and 2004 prohibit discrimination on the following nine grounds: gender, civil status, family status, sexual orientation, religion, age, disability, race and membership of the Traveller community. The Acts promote equality, prohibit certain kinds of discrimination, sexual harassment and harassment on the above nine discriminatory grounds.

Our organisation believes every encouragement should be given to employees to develop their full potential.

Employment opportunities are open to all qualified applicants solely on the basis of their experience, aptitude, abilities and qualifications as demonstrated at interview. Promotion shall be based entirely on the individual's achievement, performance, ability, aptitude and potential for promotion. Training is and shall be equally available to all staff, where training needs have been identified to ensure job performance. Payment and conditions are and shall be equitably applied to all staff for like work.

PERSONNEL POLICY

The most valuable resource of NAS is its staff. The Organisation's aim is both to fulfil its legal requirements as an employer and also to be a model of good employment practice. Every staff member has a vital role to play in furthering these aims. NAS aims to give staff clarity around their role, their reporting relationships and their responsibility and authority.

The Organisation seeks to maintain good communication with all staff members and their representatives and is interested in the well-being of staff. Education, research, innovation and enterprise amongst its staff are encouraged.

The Organisation is committed to being fair and caring towards its staff by:

- Ensuring every staff member is treated with courtesy and respect
- Ensuring all members of staff understand what is expected of them, with regular and individual discussion of their performance
- Encouraging and supporting staff to carry out their work to a high standard and advising them as to their health, safety and welfare
- Encouraging personal development and good teamwork
- Encouraging innovative ideas amongst staff.

In turn, employees are expected to:

- Be fully committed to their work
- Observe the highest professional standards
- Assist in the implementation of the organisation's work programmes in accordance with the organisation's strategies and operational plans
- Co-operate in a respectful and courteous manner with other members of staff
- Provide the best possible service and
- Observe confidentiality where appropriate.

HOME TO WORK TRAVEL

Employees are responsible for making their own arrangements for travelling to and from work.

TIMEKEEPING

Employees will appreciate the importance to the organisation of timekeeping and understand that they are expected to start work at normal starting time. The company attaches great importance to punctuality. Timekeeping is a matter of self-discipline and a major yardstick in the assessment of each employee's personal performance.

Persistent lateness or non-attendance is a serious offence, because of the disrupting effect on the employee's colleagues and the bad impression it creates for the organisation. Disciplinary action will be taken against latecomers.

MEDICAL EXAMINATIONS

At any time during employment employees may be required to undergo a medical examination. If a request is made, the Line Manager, will explain the reasons for this. Any medical expense will be borne by the organisation. In general the reason for requesting employees to seek medical examination would be to establish if the employee is fit for work.

STANDARDS OF DRESS CODE POLICY

In general, we will encounter members of the public during the course of our work. It is therefore important that all employees present a professional image in respect of their appearance and standards of dress. Body piercings, jewellery and tattoos must be discreet.

As we work in close contact with other colleagues and customers, it is of the utmost importance that a high standard of personal hygiene is maintained.

PERSONNEL RECORDS

The Organisation retains records of its staff which include personal information such as name, address, civil status (if necessary) and also records of examinations passed, qualifications obtained, PMDS, absences, holidays taken, etc. These records are kept completely confidential but will be used by authorised personnel (such as a Line Manager) if the staff member is being considered for promotion or if information is required in the case of a personal emergency.

It is therefore imperative that these records are kept up to date and it is the responsibility of each staff member to inform the Line Manager of any change in their personal status that may be relevant.

All personnel details are kept on file. Should any staff member wish to see information on their file, they can do so by request to the Line Manager.

COLLECTIONS AND LOTTERIES

Collections, lotteries, raffles, balloting for prizes and the sale of tickets in connection with such ventures are not to be undertaken on the organisation's premises without the express advance permission of the Line Manager.

MOBILE PHONES

Personal Mobile Phones: The Board of the Organisation understands that mobile phones have become an integral part of modern day living and in general we do not have a problem with our staff using their personal mobile phones on a limited basis during the working day. Please set your phone on discreet or silent. The making or taking of personal calls during office hours must be limited to situations of particular necessity/emergency. The use of private phones must not interfere with the day to day running of our business or become a nuisance to customers or colleagues. The law must be observed at all times as regards the use of mobile phones.

Business Mobile Phones: Where an employee is issued with a mobile phone by the organisation, the mobile phone is issued for the purpose of conducting the organisation's business. The phone and ancillary fittings are the property of the organisation. Employees issued with a mobile phone are responsible for the safekeeping of the phone and ancillary equipment. The phone may only be used by employees of the organisation staff. All non-work related calls must be paid for in full by the staff member issued with the mobile phone. The staff member issued with the mobile phone is responsible for all calls or messages sent from the phone. Premium charge services must not be used unless absolutely necessary. Mobile phones must be used in a safe and courteous manner. Do not use your mobile phone while driving unless using a car kit or a hands-free kit and preferably pull over and stop your car to take calls. Keep your PIN number and PUK code in a secure place. Use the 'Password' function to prevent calls being made in error. In the event of the phone being stolen or lost, please inform the Line Manager/Chair of the Board immediately.

Landlines

It is recognised that there may be occasions where it may be necessary for an employee to make or take a private telephone call during their hours of work. The number and duration of these calls must be kept to a minimum. Only local calls can be made using the organisation's land lines and under no circumstances are premium rate calls to be made.

GIFTS

No gifts should be accepted by personnel in respect of their work in the organisation as the primary objective of the Citizens Information Service is to provide a free and confidential service to clients.

WASTAGE

The Organisation maintain a policy of 'minimum waste' which is essential to the cost-effective and efficient running of all our operations whilst also being environmentally friendly.

We are all able to promote this policy by taking extra care during our normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this: -

- Handle machines, equipment, tools and stock with care
- Turn off any unnecessary lighting and heating
- Keep doors closed whenever possible and
- Do not allow taps to drip
- Printing on black and white and on both sides of the page where possible

General Conditions of Employment

CONTRACTS OF EMPLOYMENT

New staff will be provided with a contract of employment which should be signed by both the employer and employee prior to the contract commencement date. Staff will also be provided with a copy of the organisation's Staff Handbook within a week of their starting in the role. The requirement to provide employees with such information has a statutory basis under the Terms of Employment (Information) Act, 1994 and 2001 and in relation to those employed on Fixed-Term/Specified Purpose contracts, under the Protection of Employees (Fixed Term Work) Act, 2003.

Changes to terms and conditions of employment will be made only with the express agreement of both parties and will be notified to staff in writing. The Staff Handbook may be amended from time to time to reflect changes to employment law and agreed changes to terms and conditions.

Staff whose pay and conditions of employment at 31st December 2011 were in excess of those contained in the Handbook are confirmed to retain such pay and conditions of employment on a personal to holder basis.

REFERENCE/PROBATIONARY PERIOD

Engagement is made subject to the information supplied on an employee's CV being found to be accurate and truthful and subject to the references proving satisfactory.

In addition, employment of a new staff member is subject to the successful completion of a probationary period, the duration of which is indicated on the offer of employment letter and the staff member's contract. Employees will be advised of their performance during probation. The organisation reserves the right to extend an individual's probation period if necessary. Failure to successfully complete the probation period can result in termination of employment. In this instance, the notice period will be one week. Employees will be notified in writing when their probationary period has been completed.

PART-TIME EMPLOYEES

Any employee who works less than the normal weekly hours shall be entitled to receive benefits on a pro-rata basis according to the number of hours worked, subject to the employee's statutory rights.

FIXED-TERM/SPECIFIED PURPOSE CONTRACTS

Temporary staff are employed to fill a particular purpose (e.g. to fill a position left vacant due to a maternity leave, or to complete a particular named project for a specified duration).

Under the Protection of Employees (Fixed-Term Work) Act, 2003, fixed-term employees have the same rights and entitlements as regards their terms and conditions of work as a comparable permanent colleague. The Act also specifies that where an employee is employed by their employer on two or more continuous fixed term contracts, the combined duration of the contracts may not exceed four years. Any further contracts will be deemed to be of an indefinite

nature, unless there are objective grounds for the renewal of the contract.

LEAVING THE ORGANISATION

Staff members are required to give the period of notice specified in their contract of employment when they leave the organisation (normally one month).

Notice of the employee's intention to leave must be given in writing to the Line Manager.

All items provided to assist in the performance of the job remain the property of the organisation at all times and must be promptly returned in good condition when an employee leaves. This includes keys, badges, training materials and similar items.

Documents, papers, reports, copies that have been made or other similar items that employees may have acquired during the course of their employment should also be returned.

Employees may be asked to sign an employment termination form confirming all details mentioned above and agreeing to any outstanding adjustments to the final payroll issue. Where applicable, an employee who is leaving may be asked to help any replacement staff to become familiar with the job, the people they will be dealing with and the routine of the office.

It is the policy of our organisation to supply written confirmation of your employment e.g. position held and dates or to provide references if requested.

RETIREMENT POLICY

It is the policy of the organisation that the normal retirement age for its employees is 65 years. However, employees have the option to remain in the employ of the organisation until they reach 66 years. Should an employee choose to remain until s/he reaches 66 years of age, s/he should notify their employer 6 months in advance of their 65th birthday.

The Retirement Planning Council of Ireland runs regular retirement courses which cover areas such as the financial implications of retirement, social welfare and other entitlements, health and lifestyle issues and coping with change in relationships. The cost of one pre-retirement course, for example fun by the Retirement Planning Council of Ireland will be borne by the organisation for each employee within three years of their planned retirement.

STAFF SUB-COMMITTEE

There may be a staff sub-committee in place to assist the Board of Management oversee staff and human resource matters and to deal with particular human resource issues as they arise (e.g. oversee recruitment and selection initiatives; handle any grievance or disciplinary matters). If in place, the Committee comprises the Line Manager and two to three other Board members and may include a person external to the organisation. The staff sub-committee reports to the Board, giving updates on matters dealt with as required.

Staff Training and Development

1. OVERVIEW

The Organisation's Equal Opportunities Policy, as stated in Chapter 1, applies to staff training and development. Training is, and shall be, equally available to all staff, where training needs have been identified to ensure job performance.

The organisation recognises the role and potential that all staff have in contributing to the organisation's ongoing work and has made a commitment to foster a learning culture that will ensure that all staff have an opportunity to develop and acquire a range of knowledge and skills to meet the organisational objectives.

The organisation is committed to the provision of the necessary investment in training, development and education for staff, in order to fulfil the organisation's objectives and contribute to employees' individual growth.

2 TRAINING AND DEVELOPMENT POLICY

It is the policy of the organisation that training and development opportunities will be made available to meet the organisational and individual needs which arise from the role and development of the organisation.

3 TRAINING AND EDUCATION

The organisation recognises the value of training and development opportunities for its staff.

- Training needs are identified through PMDS and periodic training needs analysis, changes in technology, flexibility and succession planning
- Once identified it is the responsibility of each staff member and their manager to see that the training takes place
- It is a condition of employment that all employees take part, where required, in training organised by or on behalf of the organisation.

Operational requirements take precedence over scheduled training. Training may need to be postponed or cancelled because of operational issues.

4 PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM (PMDS)

4.1 Aims of PMDS

The aim of PMDS is to establish a culture of continuous enhancement of individual and organisational performance and capability by:

- Getting a shared understanding of what is expected of staff in their jobs
- Discussing with staff how they are performing
- Supporting staff through coaching, training and development to achieve and maintain excellence.

4.2 Key Principles and Values

There are a number of key principles and values that underpin the PMDS process:

- It is central to the on-going work of managers and staff members in that it is the means of delivering the organisation's strategy and work plans
- It is a collaborative process – operated in partnership by management and staff
- Agreement of work goals and personal development is central to its success, along with supportive communication regarding performance
- Development of people's capability is at its core; it is not about remuneration or promotion
- Informal, regular conversations about performance will be as important as the formal process.

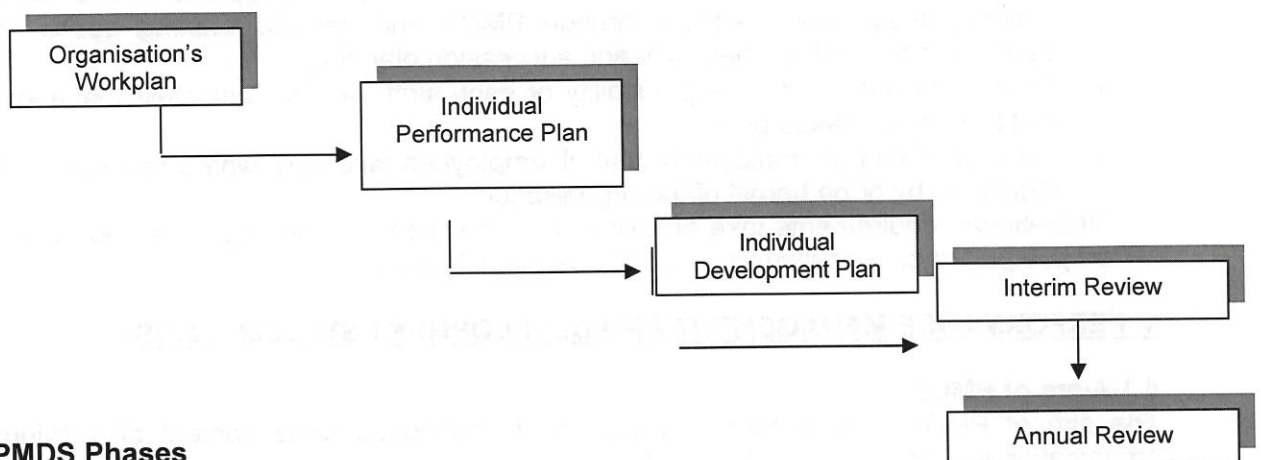
It is a process that is simple and pragmatic with a minimum of paperwork.

4.3 How the PMDS Process Works

The process has been designed with a view to achieving the following:

- Develop a clear link between the organisation's strategic plan and individual performance and development plans. This cascade is shown in Fig. 1.
- Provide the basis for on-going management of day-to-day performance as well as for formal planning, reviewing, improving and recognition of performance.
- A straightforward mechanism for performance review and development which has the minimum level of bureaucracy but which is consistently implemented across the organisation.
- Clarity for all concerned about what is expected from them in terms of both what they achieve and how they achieve it.
- High quality feedback processes between manager and staff member.
- Clarity on the range of competencies that apply at all levels in the organisation.
- Encouraging individuals to take ownership of their own development to ensure they maximise their effectiveness and contribution.

Figure 1



4.4 PMDS Phases

The PMDS process has three main phases:

Phase 1: Performance Planning

- Manager and staff prepare their lists of individual tasks to support the achievement of development plans

- Manager meets staff individually to agree and sign-off on individual tasks, performance goals and development plan.

Phase 2: Interim Review

- Manager and jobholder prepare a self-assessment in relation to performance and development in the period.
- The formal meeting takes place to review progress against plans, receive feedback, and to get coaching on specific aspects of performance.
- If work priorities have changed during the period, this should be reflected in the PMDS process for the following period.
- Performance issues that have arisen over the period are addressed and a plan agreed to deal with them.

Phase 3: Final Review

- Manager and job-holder again prepare a self-assessment in relation to performance and development in the period.
- The review meeting takes place. Performance and development plans are reviewed and an overall description of performance for the year is agreed.
- Performance issues that have arisen over the period are addressed and a plan agreed to deal with them.

Pay & Benefits

REMUNERATION POLICY

The objective of the organisation's salary policy is to ensure that staff are paid according to ability, individual contribution, experience and performance within the organisation.

PAYSCALES

Pay scales, are adjusted in accordance with agreed national wage agreements—Current salary scales are included in this Handbook at **Appendix 11**.

Note: In all cases part time/job-sharing staff are paid on a pro rata basis.

PAY QUERIES

If an individual has any query regarding their pay, they should raise it with their line Manager.

PAYMENT OF SALARIES

Salaries are paid each month or at such other frequency as agreed with management, i.e. weekly/fortnightly. The net amount of salaries will be paid directly into a bank account of the staff member's choice by electronic transfer. This amount takes account of all necessary statutory and organisation deductions from the gross salary. Each employee will receive a pay slip at each payment interval detailing all amounts deducted and the net amount transferred into the individual's bank account. For the purposes of the Payment of Wages Act 1991 and otherwise, employees consent to the deduction of any sums owing by them to the Company at any time from their basic salary or from any other payment due from the Company to the employee. The Company will take a reasonable approach to recouping monies owed to it by employees including phased payments.

On joining the organisation each employee is required to submit a completed P45, where appropriate, so that the correct tax deductions can be made. All staff members will receive a P60 annually. On leaving the organisation, the staff member will receive a completed P45.

INCREMENTS

Progress through pay scales will be on the basis of one-year increments. Typically increments are awarded on the anniversary of the starting date of employment. There is no question of an employee receiving more than one increment per annum.

Job sharers or part-time staff receive increments under the same conditions as full-time equivalent staff.

PENSION

The organisation is provided with the means to provide and contribute to a pension scheme for their employees.

NAS will operate a defined contribution pension scheme for their staff. Both the staff member and the organisation contribute to the pension scheme. The employer contribution will be 7% of salary with the employee contributing 5% of salary. Scheme benefits are based on the contributions made to the scheme during employment and on investment returns. Please contact the Line Manager / Chair for details on the pension scheme.

PERSONAL RETIREMENT SAVINGS ACCOUNTS (PRSAs)

A PRSA is an investment system used as a long-term retirement provision. It is a personal pension plan provided by banks, building societies and insurance companies usually with brokers acting as intermediaries. PRSAs are regulated by the Pensions Board and the Revenue Commissioners. The contract is between the individual and the PRSA provider. Where the organisation provides a pension scheme, it will not contribute to PRSAs except where existing arrangements were put in place by the staff member and the organisation. New staff who wish to contribute to a PRSA in addition to their contributions to the defined contribution pension scheme, can do so through payroll by advising the organisation in writing. All PRSA deductions will be shown on the staff member's pay slip.

TRAVEL EXPENSES

Staff members who are required to undertake journeys away from their office on the organisation's business will be paid travelling and subsistence expenses in accordance with the Department of Finance approved rates. Rates are adjusted from time to time. Circulars notifying changes of rates can be found on the Department of Finance website, www.circulars.gov.ie Staff should ordinarily avail of public transport where work requirements necessitate the undertaking of a journey.

Where staff members are required to use their own private motorcar in the course of business for the organisation, approval must be sought in advance from the line Manager prior to undertaking any journey. Staff using their own car where public transport could have been used and sanction was not obtained may claim only the public transport rate for that journey.

Under the Road Traffic Act, 1961, responsibility for arranging motor insurance rests with the owner of the car, even when the car is used for an employer's business. Therefore, staff that are using their own vehicle are responsible for ensuring that they are properly covered by motor insurance for use of the vehicle in the course of their work so as to indemnify the organisation from any claims. Where an additional insurance cost is incurred by staff members using their vehicles for work on a regular basis, the organisation may cover the additional cost of this insurance upon receipt of insurance cover, indicating additional cost. Staff who use their car in the course of their work must clarify the position in relation to their own insurance cover with their insurance provider. Before undertaking any travel using their own private car, staff must provide evidence to the Line Manager that they are covered by motor insurance for use of the vehicle in the course of their work and that the organisation is indemnified against claims.

*Please see **Appendix 1** for a copy of Motor Insurance Cover – Declaration form*

Travelling expenses will not be paid in respect of any portion of a journey that covers all or part of a staff member's usual route between home and their place of work. Where a staff member travels 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 headquarters, whichever is the lesser. Where an employee is obliged to attend a work related event out of working hours and the employee has travelled home from work prior to travelling to the event, the employee claims expenses from home rather than from office base.

Staff members should complete an 'Account of Travelling Expenses Form' and should this pass on to their line Manager for approval and submit for payment.

Please see **Appendix Two** for a copy of this form.

SUBSISTENCE ALLOWANCES

Subsistence, which covers meal and accommodation costs, is payable on the basis of time spent away from base office. The claim rates are banded on a 5-hour, 10-hour and overnight (covering up to 24 hours) basis.

These time bands refer to the time spent away from the office. Subsistence is not normally claimable when the out-of-office work is within the urban area (e.g. Dublin, Cork, Limerick, and Galway) or where the staff member's office is located or within a distance of 8 miles from their office in other cases.

When a staff member starts and/or completes a journey from home rather than from the place of work, the subsistence and/or mileage claim should be based on whichever is the least distance/time it would take to get to the destination.

A night allowance is not payable for an absence at any place within 15 miles of a staff member's home or staff member's office.

Valid from 5th March 2009

Night Allowance	€107.69
10 hours or more	€ 33.61
5 hours or more	€ 13.71

Where staff are away from the office for 10 hours or more and their meals are provided to them they may only claim the 10-hour rate less the 5-hour rate, (e.g. €33.61 - €13.71 = €19.90). Staff members should complete "Account of Travelling Expenses Form" and upon completion, pass it to their Line Manager for approval and payment.

TRAVEL ALLOWANCE

The following tables show the mileage rate effective from 5th March 2009.

Rates per mile

Official Motor Travel in a calendar year	Engine Capacity up to 1200cc	Engine Capacity 1201cc to 1500cc	Engine Capacity 1501cc and over
Up to 4000 miles	62.94 cent	74.42 cent	95.05 cent
4001 and over	34.13 cent	38.00 cent	45.79 cent

Rates per kilometre

Official Motor Travel in a calendar year	Engine Capacity up to 1200cc	Engine Capacity 1201cc to 1500cc	Engine Capacity 1501cc and over
Up to 6437km	39.12 cent	46.25 cent	59.07 cent
6438km and over	21.22 cent	23.62 cent	28.46 cent

Please note the mileage/kilometre rate reduces when an employee has exceeded 4,000 miles/6,437 kilometres in any one year.

See *Travelling & Subsistence Expenses Claim Form* at **Appendix 2**

ACTING UP ALLOWANCES

Staff may be paid an acting-up allowance when they fill a more senior position, left temporarily vacant due to sick/maternity/term-time leave etc. for a period of greater than 30 days.

When the situation arises, staff eligible to temporarily fill the role are notified by the Line Manager or Board and invited to indicate their interest in the role. Candidates are then interviewed, usually by the Manager and Board before the acting up appointment is made. Appointments are made on the basis of this internal interview taking account of experience and general performance.

The staff member who is selected will be placed onto the first increment of the higher scale. Where an individual's salary in the post from which they will be acting up is higher than the first point on the higher scale, they will be placed on a point on the acting up scale equivalent to their current salary figure, plus one point.

Attendance and Absences

HOURS OF WORK AND REST BREAKS

The normal weekly hours of work are specified in the employee's Contract of Employment (35 hours for full-time staff and 17.5 hours for part-time staff). These hours are exclusive of meal breaks. Employees may, from time to time, be required to work evenings or weekends. In the event of this happening employees will be given as much notice as possible and time off in lieu (TOIL) will accrue. TOIL can only accrue with the approval of the Line Manager.

When working a full day, staff are entitled to a paid rest break of 15 minutes in the morning plus a one-hour unpaid lunch break. As a gesture of goodwill the organisation allows for a short afternoon coffee break. Part-time employees working more than 4.5 hours per day and less than 6 hours are entitled to a paid rest break of at least 15 minutes. If an employee experiences difficulty in taking their statutory breaks during the working day, such difficulties should be brought to the attention of their Line Manager.

In accordance with the Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations, 2001, to ensure that employees do not work in excess of 48 hours per week, employers are obliged to record the working hours of staff on a daily basis. These records take the form of signed time sheets which detail arrival and departure times each day both in the morning and afternoon and also will include departure/return times of lunch breaks.

In order to ensure that the Regulations are being complied with, any staff member who holds a second job external to their employment with this organisation must give written details of hours worked on a weekly basis to their Line Manager and must notify the Line Manager if and when these hours change. There is an onus on this organisation as employer as well as on the employee to ensure total working hours do not exceed that permitted by the legislation. i.e. 48 hours weekly.

See **Appendix 3** for form to be completed to cover instances of double employment

TIME OFF IN LIEU (TOIL)

Generally, when employees undertake work-related activities outside normal office hours, or where a meeting, conference or other activity that is considered necessary and useful for the work of the organisation occurs unavoidably outside office hours, employees may attend such events with the agreement of their Manager. Travel time to or from an event may also be claimed for TOIL purposes. An employee cannot work outside of normal hours and accumulate TOIL without the approval of the Line Manager. The onus is on the employee to organise their working hours in agreement with the Line Manager.

Taking Time Off in Lieu:

Time worked outside of normal office hours during the week (Monday to Friday) will be claimed on an hour for hour basis.

In exceptional circumstances where an individual has been requested by their Manager to work at the weekend, the hours worked may be claimed at a rate of 1½ hours time off for each hour worked on Saturdays and 2 hours off per hour worked on Sundays or Public Holidays.

TOIL should be taken within 2 months of being accrued. Should an individual accumulate more than 20 hours worked within the 2 month timeframe, the matter should be brought to the attention of the Line Manager with a view to arranging the availing of the requisite time off in lieu.

Application of TOIL Arrangements

The onus is on the employee to organise and manage their working hours in consultation with the Line Manager. TOIL arrangements will normally be administered between the staff member concerned and the Line Manager.

Record Keeping

Hours worked outside normal office hours must be recorded on a TOIL sheet along with the purpose of the work and the Manager's approval (either in person or by phone). Time taken in lieu must also be recorded on the TOIL sheet. The relevant Manager's approval, which must be sought prior to taking the time in lieu, must also be noted.

*Please refer to **Appendix Nine** for a copy of the TOIL record sheet.*

ANNUAL LEAVE

The annual leave year runs from 1st January to 31st December.

Annual leave entitlements are set out in **Appendix 12**.

Part-time/Job-Share staff have a pro rata entitlement to that of full-time employees. Employees joining the organisation after the 1st January in any year are granted leave pro rata in their first leave year. Staff seeking leave will be facilitated insofar as possible; however, the approval of leave is subject to service requirements and the ultimate decision in relation to the timing of annual leave will be the decision of the employer and in accordance with the terms of the Organisation of Working Time Act, 1997, i.e.

1. "The times at which annual leave is granted to an employee shall be determined by his or her employer having regard to work requirements and subject:
 - (a) to the employer taking into account:
 - (i) the need for the employee to reconcile work and any family responsibilities
 - (ii) the opportunities for rest and recreation available to the employee
 - (b) to the employer having consulted the employee or the trade union (if any) of which he or she is a member, not later than 1 month before the day on which the annual leave or, as the case may be, the portion thereof concerned is due to commence, and
 - (c) to the leave being granted within the leave year to which it relates or, with the consent of the employee, within the 6 months thereafter.
2. The pay in respect of an employee's annual leave shall:
 - (i) be paid to the employee in advance of his or her taking the leave.
 - (ii) be at the normal weekly rate or, as the case may be, at a rate which is proportionate to the normal weekly rate
3. Nothing in this section shall prevent an employer and employee from entering into arrangements that are more favourable to the employee with regard to the times of, and the pay in respect of, his or her annual leave".

Annual Leave requests are not normally granted during the first three (3) months of an employee starting work. Any holiday arrangements made before starting employment will be honoured but will be paid in accordance with the annual leave entitlement scale. However, if these arrangements were not made known during the interview or when accepting the position offered the organisation may not honour them.

An annual leave request form should be completed and signed by the Line Manager before an employee makes any firm holiday arrangements.

The time of taking annual leave is subject to the agreement of the Manager who will try to ensure that members of staff have the dates of their choice, always considering the adequate staffing of the organisation, so as not to place undue burden on those working.

Annual leave must be taken during the year of entitlement. Normally no more than 2 weeks should be taken consecutively. The line Manager must approve any special arrangements for annual leave.

When a public holiday falls on a working day whilst an individual is on annual leave, they may take another day's leave in lieu of the public holiday before the end of the calendar year. See also Public Holidays and part-time staff below.

Similarly, staff leaving their employment, having fulfilled their contractual obligations will be entitled to payments in lieu of untaken leave days. If, however, an employee has taken more than the entitlement, a deduction will be made from their final salary.

Unpaid leave of absence will only be granted in exceptional circumstances after the full annual leave entitlement has been used.

*A sample annual leave form can be found in **Appendix 4.***

PUBLIC HOLIDAYS

The statutory holidays each year are

New Years Day
17th March – St Patrick's Day
Easter Monday
First Monday in May
First Monday in June
First Monday in August
Last Monday in October
Christmas Day
St. Stephen's Day

When a public holiday falls on a weekend it is typically carried forward to the following Monday.

The organisation closes on Good Friday and over the Christmas period – on 25, 26 and 27 December (staff will be notified well in advance of the dates of closure). If an employee intends taking other leave around the Christmas period, this will be taken from annual leave or TOIL in the usual way.

Public holidays and Part-time Staff:

Part-time staff who normally work a day on which a public holiday falls are entitled to that day off. Those who do not normally work on a day on which a public holiday falls are entitled to pro rata time off in lieu or pro rata payment if they have worked 40 hours in the previous 5 weeks

ending on the day before the public holiday. For example, an employee who works half a week would be entitled to a half-day's leave, or, half-day's pay in lieu of the public holiday.

JOB SHARING / WORK SHARING

Any member of staff serving in a full-time permanent capacity is eligible to apply for job/work sharing. The job being considered must be a single full-time job and be appropriate for such an arrangement. The recommendation of the Line Manager is required for a job/work sharing proposal to be considered and the proposal must be approved by the Board. The Board will take into account all relevant organisational needs and requirements when dealing with such requests. The Line Manager should apply directly to the Board.

Job/work sharing requests will be considered on condition that its purpose is one of the following:

- Personal reasons – specified responsibilities or choices of an applicant, including child rearing
- Educational purposes
- Self employment
- Assisting in the transition to retirement.

The minimum period for which a person may opt to job/work share is one year at which time the arrangement will be reviewed. Staff do not have an entitlement to have a work sharing arrangement made permanent. Permanent work sharers do not have an automatic entitlement to revert back to their original working arrangement.

Working hours will be determined by the nature of the job and by agreement with the Line Manager and the Board and will be 50% of the full-time function at the same grade. The scale of pay will reflect 50% of the full-time function at the same grade. Annual leave entitlements will also apply on a pro-rata basis. Superannuation contributions and therefore reckonable service are also adjusted accordingly.

Maternity leave will also apply on a pro rata basis. Job/work sharing may affect social insurance benefits. For more detail refer to www.welfare.ie (SW 105 leaflet).

Job-sharing staff seeking to revert to full-time work arrangements must apply accordingly through the Line Manager to the Board, or in the Line Manager's case, directly to the Board. Such applications will be considered in the light of existing staffing arrangements and operational needs.

MATERNITY POLICY

This policy covers all female employees who are pregnant whilst in the employment of the NAS

In general, an employee who is absent on maternity leave will be treated as if she had not been absent. At the end of maternity leave, an employee will be entitled to return to her original job under terms and conditions no less favourable than those which would have applied if she had not been absent. While on maternity leave employees are still accruing all entitlements.

The organisation encourages all employees to inform their Line Manager as soon as they know they are pregnant; enabling the organisation to ensure that the environment is supportive of all pregnancy requirements during this time.

MATERNITY LEAVE

The Organisation complies with the Maternity Protection Acts 1994 and 2004 and the Safety, Health and Welfare at Work (General Application) Regulations, 2007.

All female employees, regardless of length of service, are entitled to 26 weeks Maternity Leave. Staff will be granted full normal pay during the maternity leave period. Maternity Benefit can be applied for by completing the DSP MB10 form which can be downloaded via the

www.citizensinformation.ie website. A staff member should nominate the organisation as the recipient of Maternity Benefit as the staff member is paid in full by the organisation during the maternity leave period. Paid maternity leave will count as reckonable service.

Employees are asked to provide a medical certificate confirming the pregnancy and the expected date of confinement as soon as is reasonably practicable. Staff must notify the Line Manager at least 4 weeks before they intend to take maternity leave (in conjunction with a medical certificate) and are asked to provide a medical certificate confirming the pregnancy and the expected date of confinement as soon as is reasonably practicable.

A staff member must begin her maternity leave at a minimum of 2 weeks before the baby is due and must take at least 4 weeks maternity leave following the birth. A staff member may take additional maternity leave, up to a maximum of 16 weeks after Maternity leave expires. This additional maternity leave is unpaid. The employee should inform the Line Manager at least 4 weeks before the end of the maternity leave that she intends to take additional maternity leave and indicate the date she intends to return to work. Additional maternity leave is not reckonable for superannuation purposes.

An employee who is on maternity leave must also give her employer 4 weeks' notice of their intention to return to work.

*Please see **Appendix 5** for a copy of the notification to take maternity leave form.*

Pregnant employees are entitled to paid time off to receive antenatal or post-natal medical care. Two weeks' notice should be given to the employer where possible. There is also an entitlement to paid time off to attend one course of ante-natal classes (except for the last 3 classes). Again, advance notification is required. An expectant father is entitled on a once-off basis to time off from work without loss of pay to attend the last two ante-natal classes before the birth.

ADOPTIVE LEAVE

Under the Adoptive Leave Act, 1995 and 2005, only adoptive mothers are entitled to avail of adoptive leave, except in the case where a male is the sole adopter. The leave entitlement is for 24 weeks adoptive leave after the adoption takes place, subject to evidence of placement of the child, with the option for a further 16 weeks of additional unpaid leave if the employee wishes.

The adoptive mother (or father in the case of a sole male adopter) will receive full normal pay during the 24 week adoptive leave period. The employee may apply for Adoptive Benefit (Form ABI can be downloaded from www.citizensinformation.ie). A staff member should nominate the organisation as the recipient of Adoptive Benefit as the staff member is paid in full by the organisation during the adoptive leave period. Paid adoptive leave will count as reckonable service.

Four weeks' notice of the intention to take adoptive leave and 4 weeks' notice to return to work must also be given.

PATERNITY LEAVE

Fathers will be granted 3 days' special leave with pay in respect of children born. This leave may be taken at the time of birth or up to 4 weeks after the birth. In the case of adoption this leave may be taken on or up to 4 weeks after the date of placement of the child.

Part-time staff and job sharers will be treated on a pro-rata basis.

HEALTH AND SAFETY LEAVE

Pregnant employees, employees who have recently given birth and employees who are breast-feeding may be entitled to take Health and Safety leave in certain circumstances.

Risk Assessment

The Safety, Health and Welfare at Work (General Application) Regulations 2007 require employers to assess the workplace for risks to safety or health of any pregnant employees, employees who have recently given birth or who are breastfeeding. If a risk is identified and it is not practicable to take protective or preventative measures, the employee's working conditions or working hours must be temporarily adjusted. If this is not possible, the employee must be given suitable alternative work. If no such work is available, the employee should be granted health and safety leave.

Payment during Health and Safety Leave

An employee on health and safety leave is entitled to full basic pay plus any allowance normally paid from the employer for the first 21 calendar days of leave. An employee whose health and safety leave extends beyond 21 days may be entitled to health and safety benefit from the Department of Social Protection, subject to his/her PRSI contributions.

PARENTAL LEAVE

The Parental Leave Acts, 1998 and 2006, entitled an employee (male or female) to a maximum of 14 weeks' unpaid leave to take care of their children (natural or adopted). S.I. 81 of 2013, European Union (Parental Leave) Regulations 2013 has increased the maximum duration of Parental Leave to 18 weeks.

Parental leave must be taken before the child is 8 years of age (16 years if the child has a disability or is suffering from a long term illness¹) except in certain circumstances, in the case of an adopted child. If a child is under six years at the time of the adoption, the leave must be taken before the child reaches eight years of age. However, if the child is aged between six and eight years at the time of the adoption, the leave must be taken within two years of the adoption order. The employee must normally have one year's continuous service to be eligible for the full entitlement of parental leave. However, where the child is approaching the age of threshold and the staff member has more than three months but less than one year's service, he/she is entitled to one week's parental leave for every month of continuous service completed with organisation when the leave begins.

Each parent has a separate entitlement to leave. The leave may not be transferred between the parents, i.e. the mother cannot take the father's leave and vice versa (unless they work for the same organisation and the employer agrees). In such a situation, subject to the consent of the employer concerned, the parents shall be entitled to transfer part, not exceeding 14 working weeks, of the period of his or her parental leave to any other relevant parent in respect of the child. Parental leave does not affect a mother's right to Maternity Leave.

Where a staff member qualifies for parental leave in respect of more than one child, he / she may not take more than 18 weeks parental leave in any 12-month period, unless organisation agrees otherwise. However, this restriction does not apply in the case of children of a multiple birth (twins, triplets, etc.)

Parental leave may be taken as a continuous block of 18 weeks, or, two separate periods of a minimum of six weeks each. If the leave is taken in this way there must be at least ten weeks between each separate period. The leave may also be broken up over a period of time by agreement with the organisation. For example, individual days or weeks, or taken in the form of reduced hours of work. In any event an employee is not entitled to more than 18 weeks' leave per child.

¹ S.I. No. 81 of 2013 defines Long Term Illness "...means a long-term illness, the effect of which is that the level of care required for the child is substantially more than the level of care that is generally required for children of the same age who do not have any such long term illness".

Six weeks' advance application for parental leave must be given to organisation. The application must include the following details:

- The date on which the employee desires the commencement of parental leave
- The duration of the leave
- The manner in which it is proposed to take the parental leave
- Name of child to whom the leave relates
- The staff member's signature.

A confirmation document must be prepared and signed no later than 4 weeks before the leave is due to begin.

Parental leave may be postponed by the employer for up to 6 months should it be envisaged that such leave would have a substantial adverse effect on the work of the organisation. It may only be postponed twice and must be for objective reasons such as too many employees on leave at that time or if the business couldn't do without the employee for this particular time period. The organisation reserves the right to terminate the leave if parental leave is found to be abused i.e. not used for the care of young children/a child with a disability.

If the parent becomes ill while on parental leave and is unable to care for the child, the leave can be suspended for the duration of the illness. In order to suspend the parental leave, the employee must give written notice and relevant evidence of the illness to the employer as soon as is reasonably practicable. The parental leave resumes after the illness. During the illness the parent is treated as an employee who is sick.

During absence on parental leave, the staff member will be regarded as being in the employment of the organisation and will retain all employment rights (except the right to remuneration and superannuation benefits). The absence, therefore will count as reckonable service for the purposes of annual leave, increments, and seniority etc.

Employees retain their entitlement to any public holidays falling during a period of parental leave. The Act provides that a corresponding number of days in lieu of public holidays can be added to the end of the period of leave. Annual leave which accrues during an absence on parental leave will be granted by the employer in accordance with Section 20 of the Organisation of Working Time Act, 1997.

Following Parental Leave, an employee is entitled to request a change to his/her work pattern or working hours for a set period. The employer must consider the request having regard to the organisation's and the employee's needs, but is not obliged to grant it. The employer must inform the employee, in writing, of the response to the request not later than 4 weeks after receipt of the request.

Where a request to change working hours/patterns is granted, an agreement must be prepared and signed setting out the changes to the employee's working hours or patterns, or both, as the case may be, and the date of the commencement and duration of the set period. A copy of the agreement must be given to the employee. Before the date on which such an agreement is signed, the employee may by notice in writing signed by him or her and given to the employer, revoke the request.

*Please see **Appendix 7** for a copy of the parental leave application form.*

COMPASSIONATE LEAVE

Special leave with pay up to a maximum of 3 days may be allowed (i) on the death of an immediate relative or the serious and unforeseen illness of a spouse or immediate relative (ii) in exceptional circumstances, on the death of a more distant relative where, for example, the staff member has to take charge of funeral arrangements. This period may be extended to five (5) days on the death of a partner or immediate relative.

JURY SERVICE

In accordance with the Juries Act 1976 a member of staff may be called upon to do jury service or act as a State Witness and consequently leave with full pay will be provided without loss of any other employment rights. Please inform the Line Manager if called to jury service. Notice should be given at the earliest opportunity. An employee who presents themselves for jury service but is not called to participate on a jury should, wherever possible, return to the workplace to complete the working day(s) where possible.

FORCE MAJEURE (Emergency) LEAVE

Under the Parental Leave Acts, 1998 and 2006, an employee is entitled to leave with pay from their employment for urgent family reasons owing to the injury or illness of:

- a natural or adoptive child of the employee;
- the spouse of the employee, or a person with whom the employee is living as husband or wife;
- a person to whom the employee is in loco parentis;
- a brother or sister of the employee;
- a parent or grandparent of the employee or
- a person in a relationship of domestic dependency (including same-sex partner) with the employee

where his/her presence is deemed indispensable.

Force majeure leave cannot be treated as part of any other leave to which an employee is entitled.

An employee may not be absent on force majeure leave for more than 3 days in any 12 consecutive months, or 5 days in any 36 consecutive months. Absence for part of a day is counted as one day of force majeure leave.

As soon as practicable, on return from force majeure, an employee must inform the organisation in writing of the leave taken, the date(s) of the leave, the reason for the leave and their relationship with the sick/injured person on a prescribed force majeure form.

*Please see **Appendix 8** for a copy of Application for Emergency (Force Majeure) Leave form*

CARER'S LEAVE

Carer's leave is a statutory entitlement under the Carer's Leave Act, 2001, to facilitate temporary leave of absence in order to provide full time care and attention to a person who has a disability whereby they require full time care and attention or a person who needs continual supervision in order to avoid being a danger to themselves. Carer's leave is governed by social welfare rules.

Employees with more than one year's continuous service are eligible to apply for carer's leave. The minimum notice to apply for carer's leave is six weeks, although this can be waived in exceptional circumstances or emergencies. The applicant must apply to the Department of Social Protection for carer's leave. The Department will assign a Deciding Officer to assess the situation and they will decide whether the person for whom it is proposed to take carer's leave is a 'relevant person'. i.e. The Deciding Officer will make the decision as to whether the person requiring care is entitled to be cared for by the applicant for the leave period. His/her written decision must be obtained in order to proceed with the application for leave.

Carer's leave must not be less than 13 weeks or exceed 104 weeks in total. It can be taken in one block or a number of periods, the duration of which cannot exceed 104 weeks. The organisation may refuse, on reasonable grounds, a request for leave for less than 13 weeks. The reasons must be specified in writing.

Employees may be entitled to carer's benefit depending on PRSI contributions.

For more details on carer's leave, contact your Line Manager.

SICK LEAVE AND SICK PAY

In the case of sickness, the following practice should be noted below:

1. On the morning of the first day of absence the staff member must personally telephone the Line Manager (except in exceptional circumstances) or, in the Line Manager's absence, the Administrator, before 10.00 am, to inform him/her that they are unable to attend work through illness. Where the absence extends to a second or third day, the staff member must personally inform their manager each day of their absence. Where a medical certificate has been obtained the employee is asked to communicate the duration of the certificate. Certification must be provided for any absences in excess of 2 days and week-by-week thereafter.
2. When an employee returns to work after a 1 or 2 day absence a self-certification form must be completed with the Line Manager.

Sample self-certification form can be found in Appendix 6.

3. On the third consecutive day of absence a certificate must be obtained from a doctor for the third and subsequent days of sickness. This certificate must be forwarded to the organisation promptly. Normally certificates are acceptable for periods of one week only. Where the illness or recuperation is of a prolonged nature, fortnightly or monthly certificates may be accepted subject to agreement. Again certificates must be forwarded promptly to the organisation

The medical certificate must contain the following elements:

- I The name and address of your doctor
- II Your name and address
- III The opinion of your doctor that you are incapacitated due to illness/accident
- IV An indication of the nature of the condition/illness
- V The expected duration of incapacity
- VI The date of issue
- VII The certificate must have the doctor's own signature and not a rubber stamp.

The organisation has an appointed medical practitioner and may in certain circumstances exercise its discretion to refer a member of staff for medical examination.

4. The sick pay scheme applies to all employees who have more than six months service.
5. The maximum sick pay in respect of the aggregate of certified and uncertified sick leave is 12 weeks in any rolling 12 month period commencing on the first day of illness.
6. Where sick leave extends beyond three (3) days, eligible staff are required to apply to the Department of Social Protection for illness benefit. The relevant form is available from medical practitioners who complete the first part of the form and the staff member completes the remainder. The form must be submitted by the staff member to the Department of Social Protection within seven days of attending the doctor. The staff member will receive full pay for absences of less than or equal to 12 weeks in any rolling 12-month period. The staff member must forward the Department of Social Protection benefit to the organisation while they remain on full pay, or can nominate that the benefit will be sent to the organisation directly.
7. Sick pay is calculated as the normal weekly basic rate of pay less the full amount of Department of Social Protection Illness Benefit or Occupational Injuries Benefit, taking

account of PAYE/PRSI exemptions which may apply to Illness Benefit.

8. Uncertified sick leave may be granted subject to the following conditions:
 - a. A maximum of 7 days uncertified leave is permitted in any rolling 12 month period (pro rata for part-time staff). If the number of days of uncertified leave exceeds the allowance, the excess days will be deemed unpaid leave.
 - b. Not more than 2 days uncertified sick leave can be taken consecutively.
 - c. Uncertified sick leave may not be immediately preceded or followed by annual leave, special leave or a rest period². If an employee is absent due to illness immediately preceding or following annual leave or a rest period, a medical certificate must be obtained for the day(s) sickness absence.
9. In the event that evidence comes to light indicating possible abuse of sick leave arrangements, the matter will be treated in accordance with disciplinary arrangements up to and including dismissal.
10. Upon return to work, following a period of sick leave, the employee must report to their line Manager, who will notify the payroll administrator accordingly.

SICK/ANNUAL LEAVE AND PUBLIC HOLIDAYS

In the event of falling sick while on annual leave, a certificate from a medical practitioner will be requested in order for annual leave³ to be cancelled and resumed at another time and commencement of sick leave to begin. After the period of illness, the member of staff must either resume duty or submit medical evidence of fitness to return to work before continuing on annual leave. The availing of annual leave is again, at the discretion of the employer who will consider if the taking of annual leave would present operational difficulties. This also applies where an employee wishes to take annual leave immediately after a period of sick leave.

Annual leave entitlement may be affected by long-term or frequent intermittent absences due to illness. The maximum annual leave entitlement which will accrue in a leave year during which an employee has been on long-term sick leave is the statutory paid annual leave entitlement of four (4) weeks in addition to public holidays or as is defined by current legislation.

In the event an employee is sick on a public holiday (not part of a sick leave period already covered by a medical certificate) and wishes to claim benefit for the day, the employee must provide a medical certificate to cover the public holiday. The employee will then be entitled to the benefit of the public holiday. The taking of time in lieu of the Public Holiday will be in agreement with the Line Manager and within a month of the Public Holiday.

MEDICAL APPOINTMENTS

Medical appointments should be scheduled for outside working hours if at all possible. Staff will, within reasonable limits, be paid time off for medical appointments. When employees need to attend a medical appointment with a medical professional or dentist during working hours they should advise their Line Manager as soon as possible. Where a number of appointments are required, the schedule of absence due to medical appointments must be agreed with the Line Manager or Chair as appropriate. Staff members—may be asked to produce an appointment card.

Staff are expected to arrange medical or dental appointments, wherever possible, for either early morning, lunchtime or late in the afternoon to minimise disruption to the working day and to make use of TOIL where possible. Staff are expected to return to the work place following such appointments to complete the working day subject to medical/dental advice.

² In this context rest period refers to week-ends. One day absences on Fridays or Mondays can be uncertified. However a medical certificate will be required for absences on Friday and the following Monday.

³ Organisation of Working Time Act, 1997, Part III, s.19(2).

SPECIAL/ UNPAID LEAVE

In exceptional cases Boards may authorise special, unpaid leave of absence to a staff member. Typically these cases will be in response to a particular domestic situation and will be for a limited time period only. Staff do not have an entitlement to special leave and so any leave granted must be in agreement with the Board or staff sub-committee.

Before leave commences, the staff member will receive in writing the details of the leave, duration, details regarding notification of return to work, impact on superannuation and annual leave entitlements etc.

LEAVE FOR TRADE UNION REPRESENTATIVES

Union representatives, if such are in place, may be granted time off with basic pay to undertake routine duties arising from their position. It would seem reasonable that union representatives be allowed to attend four (4) union related events per annum including training events. Each event should be no longer than one day in duration. Prior permission should be sought to attend an event and notification of the event, including the date should be produced by the union representative when seeking such time off to attend.

Employee Relations

GRIEVANCE PROCEDURE

The aim of this procedure is to safeguard harmonious working relations within the organisation, to avoid disruption in the provision of services and to provide for the resolution of grievances in a reasonable and orderly fashion.

This procedure is to be followed if an employee feels s/he has a grievance against the operation or decisions of the organisation or another employee which affects his/her ability to perform his/her job satisfactorily.

Principles of Natural Justice

A staff member's natural and statutory rights will be upheld at all times in the operation of the grievance procedure in line with the general principles of natural justice, i.e.

- Employee grievances are fairly examined and processed
- Where relevant, details of any allegations or complaints are put to the employee concerned
- The employee concerned is given the opportunity to respond fully to any such allegations or complaints
- The employee concerned is given the opportunity to avail of the right to be represented⁴ during the procedure
- The employee concerned has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors or circumstances.

Adequate records must be maintained.

Staff have the right to be accompanied at grievance hearings by a work colleague of their choice or a trade union representative.

A summary of all grievance meetings will be recorded and copies issued to all in attendance.

Stage 1 – Informal Procedure

It is recognised that all grievances or disputes should be resolved between staff members themselves or between staff members and management within the ordinary day-to-day operations of the organisation in the first instance.

⁴ S.I. 146 2000 under General Principles part 4 states "for the purpose of this Code of Practice, "employee representative" includes a colleague of the employee's choice and a registered trade union but not any other person or body unconnected with the enterprise".

Normally issues or concerns can be resolved between the employee and their Manager in the normal course of their day-to-day working relationships. In cases where these cannot be resolved, the following resolution procedure may be used.

External mediation is available as a means of resolving the matter at issue at any stage of the grievance procedure with the agreement of the party(ies) to the grievance.

Stage 2 - Formal Approach

The employee should refer the issue or concern as soon as possible, in writing, to their line Manager⁵. This is to enable the employee to have their grievance heard, investigated and any action taken if appropriate.

In the event that the line manager is a party to the grievance, the employee may notify the Chair that s/he has a grievance which involves the line manager. The Chair will nominate two Board members to hear the grievance.

Where a line manager has a grievance that involves the Chair, an approach can be made to the staff sub-committee (if such is in place), or to a Board member. Two Board members will be nominated to hear the grievance.

Hearing

A meeting to hear the grievance will be arranged. Two members of the Board will be nominated to hear the grievance. The parties to the grievance will be notified in writing of the date, time and location of the hearing and of the names of those who will hear the grievance. Each employee involved in the grievance may request a work colleague, or trade union representative to attend the hearing. A note taker will be present at the hearing. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved in the grievance.

Stage 3 – Appeal

No person who is party to the grievance or who adjudicated on the grievance at an earlier stage can hear an appeal. Where the Chair is involved in a grievance, the appeal should be addressed to another member of the Board not already involved in the matter. A note-taker will be present at the appeal.

The appeal will be heard by the Chair of the organisation's Board and a member of the Board not already involved in the matter.

The employee will be notified of the decision arising from the appeal within 5 working days of the date of the appeal hearing.

A summary of the appeal hearing will be recorded, issued to those in attendance at the appeal and a copy held on the employee's personnel file.

The decision of the appeal committee, following the exhaustion of the above procedure, will be final.

In the event of the grievance not being resolved even after external mediation, the employee may refer the matter to the relevant third party forum, e.g. Rights

⁵ [The Chairperson is the National Manager's line manager. The National Manager is the line manager for Regional Advocacy Managers and National Manager's Administrator; the Regional Advocacy Manager is the line manager Senior Advocates, Advocates, NAS Administrator].

Commissioner Service, Employment Appeals Tribunal, etc. through the Workplace Relations Customer Service, Department of Jobs, Enterprise and Innovation, O'Brien Road, Carlow.

External mediation may be offered as a means of resolving the matter at issue at any stage of the grievance procedure with the agreement of the party(ies) to the grievance.

DISCIPLINE

Purpose and Scope

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. It is the organisation's responsibility to ensure that disciplinary practices and procedures are effective, fair, well understood and consistently applied. Proper procedures are an aid to good management and should not be viewed primarily as a means of imposing a disciplinary penalty or necessarily leading to dismissal. This procedure applies to all employees.

Principles

No disciplinary action will be taken against an employee until the case has been fully investigated. It is important to note that the investigation precedes any disciplinary action and therefore is not part of the disciplinary process. An employee whose actions have been investigated will be given a copy of the report of the investigation and an opportunity to respond to the findings of the report and to present any mitigating circumstances.

At each stage in the procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

No disciplinary action is then taken against any employee until an appropriate disciplinary hearing has taken place. Where an investigation under bullying and harassment procedures has been completed such procedure will be deemed to have been an appropriate investigation prior to the commencement of disciplinary procedures.

Records will be kept of investigations, interviews and hearings. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved.

Investigation

- All parties to the complaint should continue to work normally during the investigation where appropriate
- There may be cases where it is deemed best to remove a staff member from the workplace whilst an investigation is being held. In these cases the employee can be suspended on full pay for the duration of the investigation.
- The investigator/investigative team will be appointed by the Chairperson of the Board and will comprise the Line Manager or Board member as appropriate plus one other person.
- Where an external facilitator is engaged by the Chairperson/Staff Committee to carry out the investigation, it shall be the function of the external facilitator to appoint the investigative team. It shall be a requirement that all investigations are carried out in line with this policy irrespective of the composition of the investigative team.
- The investigator/investigative team will conduct separate interviews with the employee(s) whose conduct is being investigated, any witnesses and other relevant persons to establish the facts surrounding the matter at issue.

- Employees involved in the investigation may be accompanied to meetings with the investigator/investigative team by a trade union representative or work colleague if they so choose.
- Confidentiality will be maintained as far as possible. Witnesses will respect the privacy of the parties involved by refraining from discussing the matter with colleagues or persons within or outside of the organisation.
- The investigation will be completed as soon as possible, but not later than 4 weeks from commencement, unless there are exceptional circumstances, e.g. absence of a key witness on annual leave. Where a delay is anticipated, parties to the matter under investigation will be notified and an indicative date for completion of the investigation provided where possible.
- The party(ies) under investigation will be given a copy of the report of the investigation by the organisation and will have an opportunity to comment and respond in full within 10 working days of notification of the outcome of the investigation before the Board decides on any action to be taken.

Resolution

- If the investigative team finds, on the basis of the information collected, that disciplinary action is warranted a disciplinary hearing will be arranged with the relevant employee(s)
- Disciplinary action may encompass any sanction as captured by this disciplinary procedure including suspension without pay or dismissal.
- Appropriate non-disciplinary actions may be recommended (e.g. counselling).
- Where an investigation under bullying and harassment procedures has been completed and a wrong doing found to have occurred, the perpetrator will be disciplined in accordance with the company disciplinary procedure.

At this stage in the procedure the employee will be advised of the nature of the complaint against him/her and will be called on to attend a hearing where s/he will have an opportunity to state their case before any decision is made on disciplinary action.

An employee has a right to be accompanied by a work colleague or trade union representative at any disciplinary hearing.

The employee has the right of appeal against any disciplinary action. An appeal must be lodged in writing to a nominated person within ten working days of notification of the disciplinary action to be taken and the employee must set out in writing the grounds for their appeal.

The disciplinary procedure may be implemented at any stage, in line with the principles of natural justice, if the employee's alleged misconduct or performance warrants such action.

A written record must be kept of all investigations, interviews, hearings and of warnings issued, including verbal warnings and any referral to counselling sessions or relevant supervisory meetings.

Disciplinary Hearing

Following the investigation, if the outcome indicates that disciplinary action may be warranted, a disciplinary hearing will be arranged. The employee(s) will be notified in writing of:

- the precise nature of the complaint against him/her
- the names of the Board nominees who will conduct the hearing
- the date of the hearing
- the time and location of the hearing and
- that the employee may be accompanied to the hearing by a work colleague or trade union representative
- Any documentation obtained in the context of an investigation, e.g. witness statements

An employee will be given reasonable notice to attend a disciplinary hearing. The purpose of the hearing is to give the employee(s) concerned the opportunity to respond fully to any allegation or complaint. The matter will be heard by two nominees of the Board.

The employee will be informed of the outcome of the hearing within 5 working days. If there is likely to be a delay in notifying the employee of the outcome, the employee will be informed as to when the decision will be forthcoming and of the reason for any delay.

If the outcome of the hearing is that disciplinary action is to be taken, the employee will be informed and a meeting arranged at which the appropriate sanction will be imposed.

An employee will have the right of appeal against any disciplinary action. An appeal must be lodged in writing within 10 working days. (See Appeals section below).

The Procedure

Minor shortcomings will be dealt with informally but where the matter is more serious the following procedure will be used:

The procedure may be implemented at any of the stages listed below, in accordance with the principles of natural justice, if the employee's alleged misconduct or performance warrants such action.

The Sanctions

Stage 1 - Verbal Warning

Where an employee's attendance, work performance or conduct does not meet acceptable standards the employee will normally be given a verbal warning. The verbal warning will be given to the employee in writing and will inform them that it is the first stage in the Disciplinary procedure and will detail:

- The attendance / conduct / performance which is seen as unacceptable
- The improvement in attendance / conduct / performance required
- The time frame by which an improvement will be expected
- The possible consequences of a failure to realise the improvement specified by the date specified under the disciplinary procedure.
- The right of appeal and the person to whom an appeal can be directed with a deadline for same of 10 working days. The appeal must be made in writing.

A record of the verbal warning will be kept on the employee's personnel file but it will be disregarded for disciplinary purposes after 6 months, subject to satisfactory attendance, work performance or conduct.

Stage 2- First Written Warning

If the offence is a serious one, or there is a failure to improve and the employee's work performance, attendance or conduct is still unsatisfactory, a first written warning will be given to the employee. This will detail:

- The attendance/conduct/ performance which is seen as unacceptable
- The improvement in attendance / conduct / performance required
- The time frame by which an improvement will be expected
- The possible consequences of a failure to realise the improvement specified by the date specified under the disciplinary procedure
- The right of appeal and the person to whom an appeal can be directed with a deadline for same of 10 working days. Any such appeal should be in writing.

It will warn that action under stage 3 will be considered if there is a repetition of the conduct or if there is no satisfactory improvement. It will advise of the right of appeal as set out in the appeals procedure.

A copy of this first written warning will be kept on the employee's personnel file, and will be disregarded for disciplinary purposes after 12 months subject to satisfactory attendance, work performance or conduct.

Stage 3 - Final Written Warning

If there is still a failure to improve and the employee's attendance, work performance or conduct is still unsatisfactory or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both first and final written warning), a final written warning will be given to the employee.

This will give details of the complaint and will advise that dismissal will result if there is a repetition of the conduct or if there is no satisfactory improvement in conduct or performance. Dismissal may also occur if there is any other form of misconduct on the part of the employee whilst the warning is still operative. It will advise of the right of appeal as set out in the appeals procedure. A copy of this final written warning will be kept on the employee's personnel file and will be disregarded for disciplinary purposes after 12 months, (in exceptional cases the period may be longer), subject to satisfactory attendance, work performance or conduct.

Stage 4 – Dismissal

If attendance, work performance or conduct is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. Only the Chair, in consultation with the Board, can take the decision to dismiss. The employee will be provided, as soon as reasonably practicable, with written reasons for the dismissal, the date on which employment terminated and the right of appeal as set out in the appeals procedure. Only in exceptional circumstances i.e. gross misconduct, will an employee be dismissed for a first breach of discipline.

Gross Misconduct

The following list provides examples of offences that are normally regarded as gross misconduct. This list is not exhaustive.

- Unauthorised possession or removal of organisation goods or merchandise from the premises; or the unauthorised possession or removal of other persons' goods or merchandise from the premises.
- Violence towards another person or property (including gross intimidation) or the use of insulting language or behaviour generally.
- Damage or serious misuse of organisation property
- Non-compliance with the organisation's equal opportunities policy or bullying and harassment policies
- Penalisation of a colleague for bringing a complaint of bullying, harassment, sexual harassment
- Refusal to obey a lawful and reasonable management instruction from any Line Manager, or a serious act of insubordination
- Incapability through alcohol, solvents, drugs or being in possession or under the influence of intoxicants
- Gross neglect of duties to an extent likely to cause loss to the organisation or danger to other employees and members of the public
- Serious breaches or failure to comply with any of the organisation's policies and

procedures, including breaches in health and safety procedures

- Breaches of client confidentiality
- Falsely making representations as an employee of the organisation on behalf of an individual who is not a client of the organisation
- Use of NAS stationery to represent an individual who is not a client of the organisation
- Serious abuse of the ICT usage policy.

Appeals

No person who is party to the grievance or who adjudicated on the grievance at an earlier stage can hear an appeal. Where the Chair is involved in a grievance, the appeal should be addressed to another member of the Board not already involved in the matter. A note-taker will be present at the appeal. Appointment of note taker will, insofar as possible, take into consideration sensitivities relating to the staff involved.

An appeal must be lodged, in writing, by the employee within 10 working days of being notified of the decision of the disciplinary hearing if the employee wishes to appeal the decision.

The appeal will be heard within a reasonable period of time and will be heard by the Chair of the Board of this organisation and a second member of the Board. The decision of those hearing the appeal will be final. There will be no further right of appeal at local level. The outcome of the appeals hearing will be confirmed to the employee in writing within 5 working days of the appeal hearing.

The employee will be notified in writing of the date, time and location of the appeal hearing. The employee may be accompanied to the Appeal Hearing by a work colleague or trade union representative.

In the event of dissatisfaction by the employee with the internal appeal decision the employee if appropriate may refer the matter to a third party forum, e.g. Rights Commissioner Service, Employment Appeals Tribunal, etc., through the Workplace Relations Customer Service, Department of Jobs, Enterprise and Innovation, O'Brien Road, Carlow.

DIGNITY AT WORK POLICY

Dignity is about a sense of self-worth, about the quality of being worthy of respect and about celebrating the individual differences and similarities that each person brings to the workplace.

The organisation is committed to protecting the dignity of all its employees by implementing and promoting measures to create a safe and respectful work environment, free from discrimination, harassment, racism and disrespectful behaviour, by dealing professionally and efficiently with any complaints of such conduct.

This policy is designed to protect employees from all untoward actions by their colleagues, Board members, volunteers, contractors, customers, suppliers, visitors to the workplace or any person with whom they may have contact during the course of their working life with the organisation.

This policy applies not only during normal working hours on the organisation's premises but also at all work-related social events, activities, business trips or training courses, regardless of location or whether or not they take place during normal working hours.

BULLYING, HARASSMENT AND SEXUAL HARASSMENT POLICIES

Statement of Policy

The policy of the organisation is to provide a workplace for staff that is free from bullying and harassment (including sexual harassment) from co-workers, volunteers, Board members clients, customers and other business contacts. The protection of this Dignity at Work policy extends to those employed through employment agencies, vocational training and beyond the workplace to conferences and training and may extend to work-related social events.

The Board and Line Manager(s) have a responsibility to ensure that bullying, sexual harassment or harassment do not occur and that complaints are addressed speedily. The Board and management will provide good example by treating all in the workplace with courtesy and respect and will:

- Promote awareness of the dignity at work policy and procedures
- Be vigilant for signs of bullying/harassment and take action before a problem escalates
- Respond sensitively to an employee who makes a complaint
- Explain the procedures to be followed when a complaint is made
- Ensure that the alleged perpetrator is treated fairly
- Ensure that an employee making a complaint is not victimised for so doing
- Monitor and follow up the situation after a complaint is made so that bullying/harassment or sexual harassment does not recur
- Use information gathering from monitoring to evaluate the policy and procedures at regular intervals, with changes recommended where appropriate
- Review the policy on a regular basis in line with changes in the law, relevant case law or other developments
- Communicate the policy effectively to all those potentially affected by it including management, employees, volunteers, clients and business contacts
- Train staff on issues of sexual harassment and harassment.

Employees have duties to behave and conduct themselves so as to respect the right of employers and other employees to dignity, courtesy and respect at work and the right not to be placed at risk as regards to their safety, health and welfare from bullying/harassment or sexual harassment at work. Bullying/harassment and sexual harassment by employees constitutes misconduct and will if a complaint of such behaviour is upheld, be subject to disciplinary action up to and including dismissal. Employees should also cooperate by providing any relevant information when an allegation of bullying, harassment/sexual harassment at work is being looked into whether in an informal or formal stage.

This policy also recognises the contribution to be made by trade unions, specifically the union SIPTU for staff in the NAS network, in the prevention of sexual harassment and harassment in the workplace through their participation in the development and implementation of policies and procedures, through their information and training services, and through the collective bargaining process. Trade unions may also play a role in providing information, advice and representation to employees who have been sexually harassed or harassed, and to employees against whom allegations of sexual harassment and harassment have been made.

Bullying, harassment or sexual harassment by non-employees such as clients, customers, volunteers and business contacts will not be tolerated and may lead to termination of contracts, exclusion from premises, suspension of services or to the imposition of other sanctions as appropriate.

It is the policy of the Board to have in place agreed definitions of bullying and harassment that are clearly stated and available to all personnel of the service.

Further to this, the policy has in place procedures, both informal and formal, that will apply when incidents of any of these unacceptable behaviours are alleged. Complaints by employees of bullying, harassment and sexual harassment will be treated with fairness, sensitivity, respect and confidentiality for all parties concerned. Employees who bring a complaint of bullying, harassment or sexual harassment; give notice of intention to bring such a complaint or who support a complaint or give evidence in proceedings will not be victimised.

No assumption of culpability will be made by the Board/management of a person against whom an allegation of bullying/harassment/sexual harassment is made in the course of the handling/investigation of the complaint.

Definitions

For the purposes of this policy, bullying, harassment and sexual harassment are defined.

Bullying

The Health and Safety Authority⁶ (HSA) defines bullying as:

“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 individual’s right to dignity at work.

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

A person may be subject to bullying by a Board Member, manager, colleague, volunteer, by an employee under their supervision, or by non-employees such as clients or business contacts of the organisation both within the workplace and off site at work related events. Bullying or harassment can be perpetrated against an individual or group of employees and can take many forms, both obvious and more subtle or insidious. Examples include:

- Open aggression, threats, shouting, verbal abuse, and use of obscenities
- Humiliating and ridiculing a person in front of others
- Setting impossible deadlines
- Persistently finding fault with a person’s work and using this as an excuse to humiliate the person rather than trying to improve their performance
- Undermining behaviour
- Withholding information necessary for the completion of tasks
- Excessive supervision and checking a person’s work
- Constantly taking the credit for another person’s work but never the blame if things go wrong
- Passing on gossip or unfounded rumours.

This list gives an indication of what is meant by bullying. It is neither exhaustive nor prescriptive.

Bullying is not:

- Legitimate management responses to pressurised situations that require immediate action or which arise from staff shortages, increased workload etc. This includes reasonable and essential disciplinary actions or any actions taken which can be justified as regards the safety, health and welfare of employees

⁶ HSA Code of Practice on the Prevention and Resolution of Bullying at Work. May 2007.

- Constructive and fair criticism of an employee's work or performance
- An isolated incident of any of the behaviours listed above. This might be an affront to dignity but as a once-off incident is not considered to be bullying.

Harassment

The Equality Act, 2004⁷ expressly prohibits harassment and provides the following definition:

"...any form of unwanted conduct related to any of the discriminatory grounds 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."

*The nine distinct grounds on which discrimination is outlawed under the Employment Equality Acts, 1998-2004 are:

Gender — man, woman, (this also includes transgender).

Civil Status — single, married, separated, divorced, widowed, in a civil partnership within the meaning of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 or being a former civil partner in a civil partnership that has ended by death or been dissolved.

Family Status — responsibility as a parent or as a person *in loco parentis* in relation to a person under 18, or as a parent or the resident primary carer of a person over 18 with a disability which is of such a nature as to give rise to the need for care or support on a continuing, regular or frequent basis.

Sexual Orientation — heterosexual, bisexual or homosexual.

Disability — this is very broadly defined in section 2(1) of the Employment Equality Act and includes most disabilities.

"Disability" means—

- (a) the total or partial absence of a person's bodily or mental functions, including the absence of a part of a person's body,
- (b) the presence in the body of organisms causing, or likely to cause, chronic disease or illness,
- (c) the malfunction, malformation or disfigurement of a part of a person's body,
- (d) a condition or malfunction which results in a person learning differently from a person without the condition or malfunction, or
- (e) a condition, disease or illness which affects a person's thought processes, perception of reality, emotions or judgment or which results in disturbed behaviour, and includes a disability which exists at present, or which previously existed but no longer exists, or which may exist in the future or which is imputed to a person.

Age — the protection against age-related discrimination (including harassment) in employment applies only to employees over the maximum age at which a person is statutorily obliged to attend school. The minimum school leaving age is currently 16 years, or the completion of three years of post-primary education, whichever is the later.

Race — race, colour, nationality or ethnic or national origins.

Religious Belief — includes different religious background or outlook, (including absence of religious belief).

⁷ S.I. No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012.

Membership of the Traveller Community — “Traveller community” means the community of people who are commonly called Travellers and who are identified (both by themselves and others) as people with a shared history, culture and traditions including, historically, a nomadic way of life on the island of Ireland.

Employers have obligations to reasonably accommodate employees with disabilities (unless such measures would impose a disproportionate burden). This obligation should be taken account of when making this policy available to staff.

The protection of the Act extends to situations where the employee does not have the relevant characteristic related to the discriminatory ground but the perpetrator believes that he/she has that characteristic, for example, if the perpetrator believes the employee is gay and the employee is not. Protection is also extended to cover different treatment of an employee because he/she has rejected or accepted the sexual harassment or harassment.

The Employment Equality Act protects employees who, for example, seek redress under the Act, support a complainant, or give evidence in proceedings, by prohibiting their being victimised by dismissal or other penalty for doing so.

The Employment Equality Act protects employees from employment-related sexual harassment and harassment. It distinguishes between sexual harassment (sexual or gender based) and harassment based on one or more of the other grounds. Harassment that is based on the following grounds — civil status, family status, sexual orientation, religion, age, disability, race, or membership of the Traveller community ground — is a form of discrimination in relation to conditions of employment. Sexual harassment is a form of discrimination on the gender ground in relation to conditions of employment.

Harassment can include the following:

- Acts, requests, spoken words, gestures or the production, display or circulation of written words, pictures, or other material.
- Jokes, comments, ridicule or songs
- Text messages, emails, notices
- Jostling, shoving or any other form of physical assault
- Visual displays such as posters or badges
- Gestures, posturing or threatening poses
- Excessive monitoring of work
- Isolation or exclusion from work-related social activities
- Unreasonably changing a person’s job content or targets
- Pressure to behave in a manner that the employee thinks is inappropriate, for example being required to dress in a manner unsuited to a person’s ethnic or religious background.

A single incident may constitute harassment. This list is neither exhaustive nor prescriptive.

Sexual Harassment

For the purposes of this policy, sexual harassment⁸ is defined as

“... 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 of sexual harassment include:

⁸ S.I. No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012.

- *Physical conduct of a sexual nature* — This may include unwanted physical contact such as unnecessary touching, patting or pinching or brushing against another employee's body, assault and coercive sexual intercourse.
- *Verbal conduct of a sexual nature* — This includes unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that such suggestions are unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendos or lewd comments.
- *Non-verbal conduct of a sexual nature* — This may include the display of pornographic or sexually suggestive pictures, objects, written materials, emails, text-messages or faxes. It may also include leering, whistling or making sexually suggestive gestures.
- *Gender-based conduct* — This includes conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee because of his or her sex such as derogatory or degrading abuse or insults which are gender-related.

This list is neither exhaustive nor prescriptive.

It is up to each individual to decide what behaviour is unacceptable, irrespective of the attitudes of others.

PROCEDURES FOR DEALING WITH BULLYING, HARASSMENT OR SEXUAL HARASSMENT

The use of this procedure will not affect the complainant's right to make a complaint under the Employment Equality Act. Complaints under the Employment Equality Acts may be made to the Equality Tribunal using the Workplace Relations Complaint Form (www.workplacereactions.ie). A complaint to the Equality Tribunal must be made within six (6) months of the date of the occurrence of the alleged inappropriate behaviour or, if applicable, the date of its most recent occurrence. This period may be extended by six months to a maximum of 12 months by the Director of the Equality Tribunal where the complainant can show reasonable cause for the failure to submit the claim within six months.

Contact Persons

Contact persons are the first point of contact, prior to a complaint being made, for an employee or volunteer who feels they are being bullied. The Contact Person role is to provide independent, unbiased, non-judgemental support. The Contact Person will never advocate for either party nor will they get involved in any way in the complaints procedure. They have a listening brief and will for example, provide copies of the policy, give an outline of the procedures to be followed and explain the role of the personnel involved. The Contact Person will not have a role in the management of the complaint or a responsibility to intervene on behalf of the complainant.

Other Supports

An employee who feels s/he is being bullied or who has had an allegation of bullying/harassment/ sexual harassment made against him/her, can contact the Employee Assistance Programme or their Trade Union representative for support.

Designated Person

Where an allegation of bullying/harassment or sexual harassment is made to a Line Manager or to a member of the Board by an employee, the Board will nominate a Designated Person to deal with the complaint on behalf of the organization. This person may be the Line Manager or a nominee of the Board as appropriate to the allegation.

Informal Procedure

Any staff member who feels they are being bullied, harassed or sexually harassed should keep detailed notes of each incident, including dates, times and their feelings at the time, as they will need to refer to specific incidents in the context of these procedures. The staff member can then consult with a Contact Person, trade union representative or work colleague —if at all possible prior to bringing a complaint of bullying, harassment or sexual harassment to their employer.

An employee who is being bullied/sexually harassed or harassed should object to the conduct where this is practicable. In some cases it may be possible and sufficient for the employee to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends them or makes them uncomfortable and that it interferes with their work. Where this is too difficult for an individual to do on his/her own, the individual could seek support from, or for an initial approach to be made by, a friend, designated person or trade union representative.

If the employee decides to make a complaint of bullying to his/her employer, s/he should bring the complaint to the attention of the Line Manager or to a Board member. The employer will designate a person who will handle the complaint.

- The Designated Person will make contact with the employee who has made the complaint. The complaint may be verbal or written. If verbal, a written note of what is complained of will be taken by the Designated Person and a copy given to the complainant.
- The Designated Person who is handling the complaint should then establish the facts, the context and then the next course of action in dealing with the matter under the informal procedure.
- The decision of the Designated Person based on the facts may be that the complaint is legitimate insofar as it is in line with the definition of the behaviour complained of, or that the complaint does not fall within the definition of the behaviour complained of.
- If the complainant is not satisfied with the decision of the Designated Person as to the legitimacy of the complaint, the complainant may appeal the decision of the Designated Person to [Board member to be nominated by the Chair/HR Sub-Committee Chair].
- If the complaint concerns bullying/harassment/sexual harassment as defined and includes concrete examples of inappropriate behaviour, the person complained against will be presented with the complaint and his/her response established.
- A method will be agreed to progress the issue to resolution so that both parties can return to a harmonious working environment without bullying/harassment/sexual harassment being a factor.
- If the behaviour complained of does not concern bullying/harassment or sexual harassment as defined above, an alternative approach will be put in place and the reason for this alternative approach explained to the parties to the complaint. If there are no concrete examples of inappropriate behaviour given, it will be deemed that there is no complaint to be answered by the person complained of as they have no recourse to repudiating an accusation that does not give any specifics.

This informal procedure is based on the recognition that often, persons engaged in bullying or harassment (or sexual harassment) may stop when they realise their victim is no longer prepared to tolerate the situation. Other persons may respond to an allegation of bullying by trivialising the complaint in order to make it appear that the victim is overreacting. The bully may joke about the behaviour complained of and insist other people don't find such behaviour

offensive.

In such cases it should be pointed out that nobody is obliged to tolerate behaviour simply because other people do not find the behaviour objectionable and that one does have the option of making a formal complaint.

Mediated Procedure

If both parties to the complaint are agreeable to participate in mediation to reach a resolution, this will be arranged by the Designated Person on behalf of the organisation.

Where a mediated procedure is availed of there will be a signed agreement by both parties in advance of the mediation to the effect that all matters save an agreed outcome or solution shall be confidential to the procedure. Should the procedure fail to lead to an agreed outcome / solution there will be no blame attached to either party for the failure. The determination in such a case shall be that the situation was not amenable to a mediated outcome. Where an agreed solution is arrived at, the agreement will be put in writing by the mediator and signed off by both parties. Should either or both parties refuse to sign the agreement, the situation will be found to not have been amenable to mediation. In cases where it was found to not have been amenable to mediation, the formal procedure will be invoked.

Formal Procedure

A staff member's natural and statutory rights will be upheld at all times in the operation of this bullying/harassment procedure in line with the general principles of natural justice.

The rules of natural justice will underpin any formal investigative procedure, that is:

- *The right to be heard*
 - Details of the complaint or allegations will be outlined
 - Details of supporting information or documentation will be outlined
 - All parties will have the right to respond to the decision maker in their own defence prior to a decision being made;

- *A person should not be a judge in their own cause – the rule against bias*
 - The decision maker will have an open mind with no pre-judgement
 - Nothing will prejudice the view of the decision maker
 - The decision maker will not have a personal interest in the decision they are making – they will be impartial.

The Formal Complaints Procedure can be initiated if the employee making the complaint wishes it to be treated formally or if after the informal and/or mediated stage, the bullying, harassment or sexual harassment persists, or if it is not appropriate to resolve the problem informally or through mediation due to the severity of the bullying or harassment. The following procedure must be invoked within six months of the alleged incidences.

The Complaint

- The complaint should be clearly set down in writing, giving details of actual incidents, rather than attacking the character of the person against whom the complaint is being made
- The written complaint should be submitted to the line Manager or a nominated Board Member. Both the complainant and the alleged perpetrator will then be formally advised

- of the steps involved in the formal procedure
- The organisation will nominate a Designated Person to handle the complaint
- If the complaint is deemed to be in line with the definition of the behaviour complained of, the alleged perpetrator will be notified in writing that an allegation has been made against them. They will be given a copy of the statement of complaint and advised that they will be given a fair opportunity to respond to the allegations made against them
- Both the complainant and the alleged perpetrator will then be formally advised by the Designated Person of the steps involved in the formal procedure
- Arrangements will be made to carry out an investigation as soon as possible. For the duration of the investigation the Board may, if appropriate, adjust the working arrangements of the parties involved. Such adjustment will carry no inference as to the eventual outcome of the procedure.

The Investigation

- All parties to the complaint should continue to work normally during the investigation if possible.
- There may be cases where it is deemed best to remove a staff member from the workplace whilst an investigation is being held. In these cases the employee can be suspended on full pay for the duration of the investigation. Such suspension is solely to facilitate the investigation. It is not a penalty.
- The investigator/investigative team will be appointed by the Designated Person and will comprise the Line Manager or Board member as appropriate plus one other person. Such an investigative team should have gender balance and ideally should seek to ensure diversity across the other eight grounds. All of those on the investigative team should have received appropriate training.
- External assistance may be necessary to deal with complaints in some circumstances so as to ensure impartiality, objectivity and fairness in an investigation. Where an external investigator is engaged by the Designated Person to carry out the investigation, it shall be the function of the external investigator to appoint the investigative team where more than one person is deemed necessary to investigate the complaint. It shall be a requirement that all investigations are carried out in line with this policy and within an agreed timeframe, irrespective of the composition of the investigative team.
- The alleged perpetrator will receive full details in writing of the nature of the complaint including written statements and any other documentation or evidence including witness statements, interview notes or records of meetings held with the witnesses.
- The alleged perpetrator will be given time to consider the documentation and an opportunity to respond.
- The investigator/investigative team will conduct separate interviews with the complainant and the alleged perpetrator to establish the facts surrounding the allegations.
- In the case of a complaint of harassment/sexual harassment, both the complainant and alleged perpetrator may be accompanied by a trade union representative, representative, friend or work colleague if they so choose.
- In the case of a complaint of bullying, both the complainant and alleged perpetrator may be accompanied by a trade union representative or a work colleague.
- The investigator/investigative team will interview any witnesses to the alleged incidents and other relevant persons.
- Confidentiality will be maintained throughout the investigation to the greatest extent consistent with the requirements of a fair investigation. Witnesses will respect the privacy of the parties involved by refraining from discussing the allegations with colleagues or persons within or outside of the organisation.
- The investigation will be completed as soon as possible unless there are exceptional circumstances, e.g. absence of a key witness on annual leave. Where a delay is anticipated, both parties to the dispute will be notified and an indicative date for

- completion of the investigation provided where possible.
- A written record will be kept of all meetings and investigations.
- The investigation team will produce a written report outlining its findings and the reason for its final decision. Both parties will be given a copy of the report of the investigation and will have an opportunity to comment, within a set deadline, before the Board decides on any action to be taken.

Resolution

- Both parties will be advised of the outcome of the investigation.
- If the investigative team finds, on the basis of the information collected, that the complaint is well founded and the alleged bully or harasser has a case to answer, the report will recommend whether the organisation's disciplinary procedure should be invoked.
- If a complaint is upheld against a non-employee, the report should recommend appropriate sanctions.
- If disciplinary action against an employee is recommended by the investigator/investigative team, a disciplinary hearing will be arranged.
- Disciplinary action may include suspension without pay or dismissal.
- Appropriate non-disciplinary actions may be recommended (e.g. training).
- Both parties to a complaint will receive support (e.g. counselling/EAP) and regular review following the investigation.
- A person who is deemed to have made a malicious or vexatious complaint will be called on to attend a disciplinary hearing which may result in a disciplinary sanction

Appeal

- Either party can appeal the decision in writing to the Designated Person within 10 days of notification of the outcome of the investigation. Both parties will be notified that the decision is being appealed. In no circumstances will any party involved in the investigative procedure outlined above be involved in the appeals procedure.
- The appeal will be heard by the Chair of the organisation's Board and a member of the Board of the organisation not already involved in the matter. Both parties will be notified of the outcome of the appeal within 5 working days of the appeal hearing.
- The decision reached at appeal stage will be final. There will be no further right of internal appeal.

No person who is party to the grievance or who adjudicated on the grievance at an earlier stage can hear an appeal. Where the Chair is involved in a grievance, the appeal should be addressed to another member of the Board not already involved in the matter. A note-taker will be present at the appeal.

A written record will be kept of all hearings, correspondence and interviews which take place during the course of the investigation, appeal and any other follow-up actions.

Monitoring

- The situation will be closely monitored to ensure the bullying harassment or sexual harassment (where it is found to have happened) has stopped.
- It will be considered a matter of gross misconduct to penalise or retaliate against a colleague for bringing a complaint of bullying, harassment or sexual harassment.
- Likewise, after an investigation, where a complaint has not been upheld, management, and parties concerned, will seek to take all reasonable steps to resolve any matters raised in the course of the investigation. Management will also take reasonable steps to restore the reputation of the person against whom the complaint was made and ensure their career does not suffer as a result of the complaint.

The Employee Assistance Programme (EAP) is available to staff at all times. The services offered through the EAP may be beneficial to anyone involved in a complaint of bullying/harassment or sexual harassment. The EAP may be contacted at Freephone number: 1800 995 955, online at: www.vhieaonline.co using the Username: vhcis and the password: eap.

If an employee remains unsatisfied having exhausted the internal means of reaching resolution, the matter may be brought to the Equality Tribunal using the Workplace Relations Complaint Form (www.workplacerelations.ie).

The content of S.I No. 208/2012 – Employment Equality Act 1998 (Code of Practice) (Harassment) Order 2012 is applicable to this policy

CONTACT PERSONS

To be appointed.

Health and Safety

Purpose and Scope

It is the policy of the organisation to ensure, as far as is reasonably practicable, that the health, safety and welfare at work of all employees is protected.

It is also an organisational policy to ensure, as far as is reasonably practicable, that business is conducted in such a manner that members of the public are not exposed to risks to their health or safety.

The health and safety of employees is of paramount importance. The organisation aims to provide and maintain safe and healthy working conditions, equipment and systems of work for all its employees and to provide such information, instruction and training as is needed for this purpose and in a language that is likely to be understood by the employees.

Appropriate preventative and protective measures are and will continue to be implemented following the identification of work-related hazards and the assessment of the risks related to them.

The organisation recognises the importance of employee communications on matters of health and safety and the value of individual consultation prior to allocating specific health and safety functions. Consultations with employees will take place during the risk assessment process.

Equally, special precautions should be taken by all employees in the interests of safety. All company safety procedures (outlined in the safety statement) must be strictly observed. Breach of safety rules may result in disciplinary action, up to and including dismissal.

The allocation of duties for safety matters, the identifying of competent persons appointed with particular responsibilities and the arrangements made to implement this policy are set out in the organisation's safety policy statement and associated health and safety documents and records.

The policy will be kept up to date to reflect changes in the nature or size of the business. To ensure this, the policy and its effectiveness will be reviewed periodically.

For further information regarding health and safety please see the organisation's Safety Statement.

EMPLOYER AND EMPLOYEES' RESPONSIBILITY

Employer and employee responsibilities in relation to health and safety are set out in Chapter 1(s.8) and Chapter 2(s.13) respectively of the Safety, Health and Welfare at Work Act, 2005. The Employer has overall responsibility for occupational safety and health, as stated in Section 8(1) of the Safety, Health and Welfare at Work Act, 2005:

"Every employer shall ensure, so far as is reasonably practicable, the safety, health and

welfare at work of his or her employees”.

The employer will carry out risk assessment to ensure the safety, health and welfare at work of their employees.

Promoting safety awareness and responsibility for personal safety and the safety of others is the first step towards preventing accidents and reducing ill health in the workplace. To this end, safe and healthy working conditions will be provided, so far as is reasonably practicable, along with ensuring established safe practices at all times by all employees.

EMPLOYER RESPONSIBILITIES

The organisation is committed so far as is reasonably practicable, to ensure the safety, welfare and health at work of its staff. This general duty includes carrying out an assessment to identify risks, taking steps to eliminate identified risks and ensuring measures are taken to take account of changing circumstances and the general principles of prevention. The company commits to:

- providing a safe workplace through its design and maintenance, including all exits and entrances and also all machinery used within the workplace
- providing training, instruction, supervision and information as required, ensuring safety in the workplace
- eliminating or controlling hazards (see below)
- devising and communicating action plans to be used in the case of emergency
- provide and adequately maintaining facilities for the welfare of staff members
- appointing a competent person as Safety Representative/Officer.
- Managing and conducting work activities in such a way as to prevent, as far as is reasonably practicable, improper conduct or behaviour that is likely to put the safety, health or welfare at work of his or her employees at risk.

EMPLOYEE'S RESPONSIBILITY

Staff members have also a duty of care to be aware and protect their own health and safety as well as that of others. This duty includes:

- Co-operating with Line Manager or Safety Representative to facilitate compliance with health and safety requirements, taking specific care to become familiar with the safety statement and following instructions therein.
- Promptly informing Line Manager or Safety Representative of any article, substance or system of work which would cause danger to the health and safety of anyone in the workplace. This includes colleagues, clients, suppliers or any member of the public who may visit our offices.
- Ensuring that no member of staff shall intentionally or recklessly interfere with or misuse an appliance or any equipment provided for securing the safety, health or welfare of persons in the workplace.
- Ensure that he or she is not under the influence of an intoxicant to the extent that he or she is in such a state as to endanger his or her own safety, health or welfare at work or that of any other person
- Not engaging in improper conduct or behaviour that is likely to endanger them or any other person.
- Respecting the dignity of colleagues, Board members, customers and others encountered in the course of their work in the organisation.

Where staff have a concern in relation to a health and safety matter they should bring it to the attention of the Line Manager or Safety Representative as soon as possible

WORK-RELATED ACCIDENTS AND INCIDENTS

The organisation is obliged by law to keep a record showing details of all accidents. Therefore all accidents, however minor, to both employees and visitors, must be reported immediately. If a visitor is involved, liability must not in any way be admitted on behalf of any employee or the organisation. Safety regulations must always be observed and all employees must take great care that neither they, their colleagues, nor members of the public are exposed to accidents or danger.

FIRE AND EMERGENCY

It is vital that all employees are acquainted with the evacuation procedures in the event of a fire or any other emergency situation. All employees must familiarise themselves with the location of the emergency exits, assembly points and the first aid kit. This will be facilitated by conducting regular fire drills.

Fire and first aid emergency procedures are located on the notice boards. For further information regarding health and safety please see the organisation's Safety Statement.

SMOKING

In order to comply with current legislation the organisation operates a no-smoking policy throughout the workplace.

HAZARD REPORTING

A hazard is anything at work which might cause harm e.g., electricity, hot surfaces, lifting heavy loads. The safety statement details hazards and the risks identified. Staff must read the Statement and be aware of the potential hazards and risks involved and report specific hazards to the Line Manager and/or Safety Representative.

EYE TESTS

Employees who habitually use display screen equipment (VDUs) as a significant part of normal work have a right to opt for an eyesight test, the cost of which will be met or reimbursed by the organisation, except where a social welfare entitlement applies in respect of the test. The test may be carried out by a doctor or optometrist.

Where eye tests carried out by a doctor or optometrist recommends particular lenses for VDU work, the basic costs of providing the glasses (the special corrective appliances) or of new lenses, where the employee already wears glasses, is borne by the organisation, taking account of any social welfare entitlement that might apply. Staff must provide a letter from their optometrist stating that the lenses or glasses are particularly required for VDU work.

Where an employee already wears glasses to correct a visual defect (normal corrective appliances), and routine change of lenses arises, if these glasses are adequate also for VDU work, the organisation is not liable as regards meeting the cost.

The cost of dealing with more general eye problems which are revealed as a result of the tests and which are not directly related to working with a VDU is a matter for the employee as part of his or her general health care.

MANUAL HANDLING

It is organisation's policy to minimise the need for manual handling of loads. Poor handling of loads can cause accidents or injuries in the workplace and so therefore should be avoided as far as is reasonably practicable.

In compliance with the general principles of prevention, as outlined in the Safety, Health and Welfare at Work Act, 2005, manual handling training will be provided when all other means fail to eliminate the need for manual handling of loads.

Please refer to the safety statement for further instruction.

MEDICAL EMERGENCIES

In the event that a member of staff or visitor is taken ill or injured, the following procedures must be complied with by the person coming upon the situation:

In the case of an accident

- Neutralise, in so far as is possible **without placing their own personal safety at risk**, the cause of the danger (e.g. switch off electricity at the fuse board or open windows to let out noxious fumes)
- Call for help from other persons
- Apply first aid if any first aid experienced persons are available
- Call Ambulance or Fire Service for urgent situations, or arrange for taxi or other transport means to bring patient to a nearby doctor where appropriate.

All medical or accident situations should be notified to the Line Manager or Chair.

REMEMBER: NEVER PUT YOURSELF AT RISK

Security and Protection

USE OF ORGANISATION PROPERTY/EQUIPMENT

All organisation property or equipment supplied or available for use remains the property of the organisation. Such supplies or equipment are not for an individual's personal use and therefore should only be used for the organisation's business. Failure to comply with this request may be dealt with under the disciplinary procedure. In addition, any documents or presentations written while employed by the organisation remain the property of the organisation.

CONFIDENTIAL INFORMATION

In the course of their work, staff may have access to confidential, commercial or financial information about the organisation and its customers. The written permission of the Line Manager must be obtained before such information is used or discussed for an alternate purpose. Permission is also required from the Line Manager or the Chair before confidential correspondence or documents may be removed from any of the organisation's premises. It is also a condition of employment that on leaving the organisation, such information may not be discussed with any other party.

As our organisation deals with very sensitive information regarding its clients it is of the utmost importance that this information is only conveyed to authorised persons within the organisation.

It is essential that no information is disclosed through any means such as the press, publications, radio, TV, lectures, which may have a bearing on the organisation's or customers' interests, without the express approval in writing of the Line Manager.

SECURITY

Each office will have its own security procedures that are particular to that location. Staff are asked to familiarise themselves with their local arrangements in regard to the following:

- Door locks (control and remote)
- Lock-up procedures
- Surveillance cameras
- Intruder alarms
- Fire alarms
- Emergency or fire procedures and exits
- Fire extinguishers (location and how to use)
- Key holders
- Contact details of the person to contact in the event of an emergency.

Where possible staff should not work alone but in the event that this is unavoidable, staff should have contact details of another colleague or person whom they can contact in the event of an emergency. The safety statement details procedures around this area and staff should be familiar with them.

PERSONAL PROPERTY

All employees are required to take every care of their personal property and it is in their own interest not to leave anything, including cash, lying around. The organisation takes no responsibility for loss or damage of money or personal property.

FOUND/LOST PROPERTY

Employees should report all property, lost or found, to their supervisor. If any money, clothing or other property is found it must be reported to the Line Manager immediately. Details will be recorded of the date, time and location where the item was found, with a description of the property. The property will be kept in a safe place and where appropriate the local Garda station will be informed.

DATA PROTECTION

Irish Data Protection law is governed by the Data Protection Acts, 1988 to 2003. Any person or organisation holding personal information on an individual must comply with the legislation. The legislation allows a person access to data that relates to him/her that is being retained by an organisation. The legislation applies to paper and electronic files.

Staff who are found to have negligently or deliberately permitted unauthorized disclosure of information will be subject to disciplinary action. Please ask the Line Manager if there is any doubt as to which disclosures are authorised.

Under this legislation staff can view their personnel file on request to the Line Manager/Chair of the Board. Personnel details held by the organisation are strictly confidential and will not be disclosed to any other staff member without authorisation.

ORGANISATION RECORDS

During employment, employees will be responsible for keeping paper records on some of their dealings on behalf of the organisation. These records must not be removed from the office without the consent of the Line Manager. During working hours they should be available for inspection and use by authorised personnel. On leaving the premises at the end of the working day it is the responsibility of every staff member to ensure that their records and files are neatly and safely stored until the next day.

INFORMATION COMMUNICATIONS TECHNOLOGY (ICT) POLICY

INTRODUCTION

The purpose of this document is to set out the ICT policy for the use of computer systems generally in order to protect CIB's Delivery Partner organisations and their staff members from misuse of these resources. It mandates certain practices which must be followed by all staff, and highlights good practice which should be followed where possible.

PCs, Laptops, phones, networks, desktop software, printers, corporate applications, email, the Internet and other technologies are provided for business use only and make it increasingly easy for staff members to access and distribute information of all types. This includes information issued internally within the organisation, as well as that sent to or received from external sources, whether solicited or not.

In recognising the general application of such systems throughout the network, it is prudent that there is a clear understanding of what constitutes the proper, effective, and secure use of these systems.

Depending on the requirements of your role, you may or may not have access to some or all of these systems. Nevertheless, it is important that all members of staff are aware of these guidelines, as the likelihood of exposure to these systems & associated risks will increase over time.

Due to the pace of change of technology, and associated risks, this document can not specify every single risk, but it does set out some over-arching principles which must be followed. Most importantly, this document should raise awareness of the potential loss, damage, offence, and injury that may occur through the inconsiderate use of any technology, and the implications for both the Delivery Partner and the individual should this happen.

As the organisation continue to utilise the Internet and online systems in the delivery of services, the network becomes more vulnerable to external security/virus attacks. The security threat landscape is quite dynamic which in turn makes it necessary to continually adopt newer security measures.

The use of mobile devices such as laptops, USB keys and Smart Phones creates security risks which can severely impact normal service. Data theft is a growing problem which increases the importance of data protection through encryption. In particular, virus attacks are becoming more pervasive and sophisticated which requires a rapid response to quarantine and remove them.

APPLICABILITY

This policy applies to:

- All staff members, both temporary and permanent, regardless of duration of contract.
- All personnel who have access to ICT systems (including contractors, volunteer's consultants, agencies, suppliers etc).
- All Delivery Partner premises or where ICT systems are accessed remotely.

GENERAL PRINCIPLES

Purpose of the ICT Acceptable Use Policy

The ICT Acceptable Use Policy is intended to:

- Ensure that ICT assets are being used for the purposes intended
- Protect the name and reputation of the Delivery Partners and the wider network
- Ensure that relevant legislation is complied with (Ref: Section 9)
- Protect both staff and the Delivery Partner from any liability resulting from the misuse of ICT equipment.
- Educate & inform staff about good use of ICT, and in particular e-mail and the Internet

What is ICT trying to protect against/prevent?

The ICT Acceptable Use Policy is trying to protect against:

- **Inappropriate use of facilities** – e.g. e-mail is not always the most appropriate means of contacting people. E-mails can also be contractually binding.
- **Misuse of facilities** - the use of ICT facilities for non-business-related activities, and the subsequent loss of efficiency and/or cost to the organisation.
- **Illegal use of ICT facilities** – the use of ICT equipment to access and/or distribute illegal materials over the Internet (e.g. Child Pornography).
- **Hacking** – malicious access to a network by someone on the Internet.
- **Viruses** – programs that can cause damage to a PC or network.
- **Harassment/ Sexual Harassment** – under the Equality Act 2004, employers are under an obligation to prevent harassment at work.
- **Bullying:** The Safety, Health and Welfare at Work Act, 2005, requires that employers manage and conduct work activities in such a way as to prevent, so far as is reasonably practicable, any improper conduct or behaviour likely to put the safety, health or welfare at work of employees at risk. The same Act requires of employees that they do not engage in improper conduct or behaviour likely to put the safety, health or welfare of those with whom they work at risk.
- **Disclosure of confidential/sensitive data** – under Data Protection legislation organisations have a responsibility to take appropriate measures to prevent unauthorised access to, or alteration, disclosure or destruction of any personal data held on computer files.

PC USAGE

Please Note: PC in this case refers to any computer including laptops, desktop computers, tablets, servers etc.

- All users are provided with personal user IDs and passwords. These are not to be shared with others.

- To protect the network from unauthorised access, do not leave PCs logged in to the network overnight. It is advisable to log out, or lock the PC if the machine will be left unattended for 30 minutes or more.
- Machines which are in publicly accessible areas must never be left unattended without either logging off, or locking the PC.
- Critical information should be stored on the network, ensuring it will be backed up.
- All data on removable media (e.g. DVD's, CD's, USB Keys, external drives etc.) *must* be scanned for viruses prior to use on Delivery Partners network. This applies no matter what the source of the material (e.g. home pc, supplier etc.)
- Members of staff should be aware that auditing and assessment of PC's is an integral part of the operation of ICT:
- All software used must be approved /installed by the ICT Team.
- Please notify the ICT team before any software is copied or downloaded.
- No unauthorised software should be installed, nor programs and products used in breach of any applicable copyright laws (whereby the prior consent of third parties may be required).

PASSWORD POLICY

Passwords are an important aspect of computer security. They are front line of protection for user accounts. A poorly chosen password may result in the compromise of the Delivery Partner network. As such, all staff (including contractors and other persons with access to ICT systems) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

General Password Construction

Access to PCs requires strong password construction. All passwords must be constructed as follows:

- ✓ Contain a minimum of 8 alphanumeric characters
- ✓ Contain both upper and lower case characters (e.g., a-z, A-Z)
- ✓ Have numbers and/or symbols (e.g., 0-9, !"@\$%^)
- ✓ Are not based on easy to guess words such as personal information, names of family, etc.
- ✓ Passwords should never be written down or stored online. Try to create passwords that can be easily remembered.

Please Note: For security purposes, passwords are automatically configured to renew/expire every 45 days and should be treated as sensitive, confidential information

ADDITIONAL GUIDELINES FOR USERS OF LAPTOPS & OTHER MOBILE DEVICES

The preceding section applies equally to users of laptops and mobile devices; however the portability of these devices increases the risks of assets falling into the wrong hands.

- All laptops must be connected to the Delivery Partner network on a regular basis to guarantee the effective update of virus-scanning and personal firewall software.
- Do not store unencrypted, confidential information on the hard-drive of your laptop or portable devices (e.g. any USB device).
- Do not use non-encrypted USB keys for any sensitive or personal data.
- All confidential information must be encrypted as per ICT requirements. If you are unsure of the requirements, please contact the ICT department.

EMAIL GUIDELINES

The primary purpose of the email facility is for business use, however limited personal use is permissible. The following should be considered when sending and receiving e-mails.

- All e-mail is subject to Freedom of Information legislation. Be aware of what you say in e-mail messages as improper statements can give rise to personal or liability. Work on the assumption that e-mail messages may be read by others.
- Electronic communications can have legal status. Beware of entering contractual commitments by e-mail as they can create binding contracts in the same way as letters or faxes. Avoid writing in an e-mail what you would not write in a letter.
- Do not download, copy or transmit to third parties, the works of others without their permission as this may infringe copyright and/or trade mark rights. Breach of copyright can be a criminal offence as well as creating civil liability.
- If sending personal mails avoid any references to a Delivery Partner, lest they are misconstrued as policy or perspective on issues.
- E-mail is relatively secure, however if very confidential files or reports are being circulated, one should consider password protecting them. The Internet environment is not secure, and once e-mails have been sent to Internet recipients, ICT has no control over their eventual destination. Confidentiality can not be assured. Use your discretion when sending mail and file attachments. If in doubt, consult your manager or ICT.
- If an email is received which is considered obscene, lewd, abusive or of an otherwise offensive nature, please advise the ICT Team immediately so that appropriate action may be taken.
- Be aware of the risks of virus infection when receiving mails and files from external sources. In particular e-mails containing attachments or other active content such as scripts can contain viruses. If you regard an email contents as suspect contact the ICT Team.
- Avoid using mail as a substitute for verbal communications, which is more appropriate in many circumstances. There is a perception that e-mail is instantaneous – in reality it should be compared to sending an unregistered letter – there is no guarantee of delivery or timing of delivery. Do not assume that because you have sent an e-mail it has been received and/or read by the recipient. Staff planning to be absent from the office for over two days must set up the Microsoft 'Out Of Office' facility to alert people of their absence.
- Do not send large attachments (particularly ones containing video or graphics) to multiple users. Contact the ICT Team before sending a large file or files to multiple users.
- E-mail congestion is caused by sending trivial messages or unnecessarily copying mails to others, or by using "reply to all". Recipients of large amounts of mail can waste a lot of time reading mails which are of little relevance to them.
- Forwarding 'chain-mail' type e-mails is prohibited – aside from the inconvenience to others they can cause a significant drain on computing resources.
- Staff members are reminded that e-mail messages sent via ICT-provided facilities are not entitled to absolute privacy. ICT reserves the right to monitor, review, audit, intercept, block, access and disclose all messages created, received or sent over the e-mail system for any purpose. All email messages entering or leaving the organisation will be automatically scanned for viruses, attachments, content, etc.

INTERNET ACCESS

The primary purpose of Internet access is for business use however ICT recognises that staff members may use this facility for occasional educational and personal use. ICT reserves the right to ban personal use if such use becomes excessive.

Use of the Internet by staff members is subject to the following:

- All forms of pornographic materials and activities are strictly prohibited and will result in disciplinary action. Accessing certain types of pornography is a criminal offence.
- Access to unethical, subversive and harmful materials is not permitted.
- Avoid unethical activities and those of questionable legality that might harm the reputation of you or the Delivery Partner.
- Staff members must not make confidential or proprietary information available on the Internet except through approved channels.
- Software should not be downloaded from the Internet without the prior approval of the ICT Team and where approval has been given, all files downloaded from the Internet must be virus-checked before use.
- Downloading, using or distributing copyrighted materials without proper authorisation and payment of applicable fees to the owners of the intellectual property rights is prohibited.
- Personal use must not adversely affect one's ability to meet work demands and should be confined to outside normal work hours, or during break times.
- Staff members are prohibited from setting up personal Web pages or otherwise making information available on the Internet using any funded resources.
- Access to the Internet should be via the ICT proxy server and firewall. The use of modems while connected to the ICT network is only permitted where approved in advanced by the ICT Manager.
- ICT reserves the right to monitor the usage of the Internet/intranet for security and/or network management reasons. Users may also be subject to limitations on their use of such resources.

If ICT has a legitimate concern that the e-mail system or Internet access is being abused, under the disciplinary procedure, a full investigation will be carried out and disciplinary actions may be taken.

ICT PURCHASING

ICT purchases may only be entered into with the agreement of the relevant manager and the ICT Dept. This is to ensure the any item purchased is scrutinised for relevance, price and suitability.

REVIEW

ICT reserves the right to review, amend or replace this policy. It will be reviewed on an ongoing basis and any amendments will be advised to staff.

RELEVANT LEGISLATION

Several pieces of legislation govern our proper use of ICT facilities. These include:

- The **Equality Act, 2004** which governs harassment/sexual harassment, including that utilising ICT, in the workplace.
- The **Safety, Health and Welfare at Work Act, 2005.**
- The **Child Trafficking And Pornography Act, 1998.**
- The **Data Protection Acts, 1998 and 2003**, which govern the storage, and processing of personal information, and the privacy rights of individuals with respect to that information.
- The **Copyright & Related Rights Act, 2000** which governs copyright in computer programs, music, and other published works.

END NOTE

The purpose of this Staff Handbook is to provide staff with further details on their terms and conditions of employment, clarification of NAS procedures and practices and practical guidelines on how to access staff entitlements. It has been designed to comply with current legislation and best practice.

By their very nature, terms and conditions, policies, benefits and procedures are constantly under review as they are affected by legislation, Government policies, economic conditions and other external forces. Any policies, rules and procedures referred to in this Handbook are those in force at the time of publication and will be updated as required by statute or subject to agreement.

If you have any queries or comments on the contents of this Handbook, please refer them to your Line Manager.

APPENDICES

Personnel Forms

PRIVATE MOTOR INSURANCE COVER – DECLARATION

I declare that my private motor insurance policy with [NAME OF INSURER], policy number _____, has been extended to include business use and an indemnity to the National Advocacy Service for People with Disabilities.

Signed: _____

Date: _____

Travelling & Subsistence Expenses Claim Form

Name: _____

Date	Time Depart	Time Return	Details of Journey (Event/ Course)	Form(s) of Transport Public Transport should be used where possible and receipts attached	Miles/kilometers for which expenses are Claimed	Travel € C	Subsistence at recommended rate	Miscellaneous	Sub Total € C

Total € _____

Signature: _____

Car: _____

Engine Size: _____ c.c.

Recommended _____ (Director/Line Manager)

I confirm that the car for which I now claim mileage on official business is currently insured with _____ (Name of insurer) for the purposes of the Road Traffic Act 1961: Expiry of Policy _____

Approved _____ (Board Treasurer)

I am aware that the organisation by which I am employed does not accept liability for any loss or damage resulting from the use of my car on official business.

Date: _____

Total Claim: € _____

Signed _____



Prohibition on Exceeding Statutory Maximum Working Hours, under Section 33 of the Organisation of Working Time Act, 1997

Under Section 33 of the Organisation of Working Time Act, 1997, employers are prohibited from employing employees to work on any day or during any week where the employee has worked for another employer(s), where the aggregate of the periods worked exceeds that permitted by the legislation. To do so will be an offence under the Act and may render both the employer and the employee liable to prosecution – this form to be retained to ensure the employer/employee is not in breach of the OWT Act.

To ensure that both the employer and the employee are in compliance with the legal requirements, it is necessary for all employees to provide the organisation with details of any other employment(s) that the employee is engaged in.

Employees who are self-employed are not covered by this provision. Also excluded are employees who are working for a relative and are members of that relative’s household and whose place of employment is a private dwelling house or farm in or on which they and the relative reside.

Please note that should a situation arise where the combined hours worked for the company and the other employment(s) place the company (and the employee) in breach of legislation then the employee concerned must change/reduce the hours worked in the other employment(s) in order to prevent such a breach occurring.

In order to ensure that the organisation is not in breach of the Act the following information is required from all employees:

Employee’s name and address:

Details of employment outside the organisation:

Employee’s Personal Public Service (PPS) No. _____

Do you work for any other employer? Yes No
 (Please circle appropriate response)

If yes, please complete the following details:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Starting times	_____	_____	_____	_____	_____	_____	_____
Finishing times	_____	_____	_____	_____	_____	_____	_____

Do these hours vary from week to week? Yes No

If yes, give details _____

More than one other employer:

If you are employed by more than one other employer (besides the NAS) please repeat the above information for each such employer on a separate sheet.

Please Note: You must notify the NAS if there is any change to the details as outlined above.

Signed (Employee) _____ Signed (on behalf of NAS) _____

Date _____ Date _____

LEAVE REQUEST FORM

Name:

Department:

First Choice: **from** **to** (inclusive)

Second Choice: **from** **to** (inclusive)

Third Choice: **from** **to** (inclusive)

Total amount of days applied for:

Amount of leave previously taken:

Balance - leave yet to be taken:

Approved By: Date:

Notification of Intention to take Maternity Leave

1. **Please ensure that you have read the guidelines for staff taking Maternity Leave, before completing this form.**
2. **Please note that any public holidays, which fall during the period of maternity leave, both paid and unpaid, will be added on to the end of the period.**
3. **This form should be completed and returned to:
The Line Manager or Chair**

Under the Maternity Protection Act, 1994 and 2004, I hereby notify the organisation of my intention to take Maternity Leave and attach a medical certificate, as requested.

Name: _____ PPS No: _____

Location _____ Tel No: _____

If part-time or job sharing please state pattern of working week:

My maternity leave will commence on: _____ / ____ / ____

My expected date of confinement is: _____ / ____ / ____

My maternity leave is due to end on _____ / ____ / ____

Additional unpaid maternity leave commences on _____ / ____ / ____ ends on _____ / ____ / ____

Plus _____ days due in lieu of public holidays occurring during the period of maternity leave

Proposed date of return to work: _____ / ____ / ____

**OTHER NOTIFICATION
REQUIREMENTS**

- If I intend to take additional unpaid leave (additional maternity leave), I understand that I **must notify my Line Manager, in writing at least four weeks before the end of my maternity leave.**
- I understand that **no later than four weeks before the end of my maternity leave**, that is, no later than ___ / ___ / ___ I must notify the Line Manager or Chair, in writing, of my intention to return to work.

I confirm that I have read the organisation's guidelines for staff taking maternity leave, and I undertake to fulfil my obligations under the Maternity Protection Act, 1994 and 2004, as outlined in the guidelines.

Signed: _____ Date: ___ / ___ / ___
Employee

Approved: _____ Date: ___ / ___ / ___
Line Manager/Chair

SICKNESS SELF-CERTIFICATION ABSENCE FORM

This form should be completed upon return to work following any period of sickness.

If an employee is returning to work after a period of sickness of **more than 2 working days** a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first days.

NAME:

Dates of sickness (Including non-working days)

FROM

TO

_____ am/pm
 _____ day
 _____ date

_____ am/pm
 _____ day
 _____ date

Dates of absence

FROM

TO

_____ am/pm
 _____ day
 _____ date

_____ am/pm
 _____ day
 _____ date

Details of sickness or injury

Was a doctor consulted? YES/NO. If YES please give details of: doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.

Parental Leave Application Form

Appendix 7

1. Parental leave is granted solely for the purpose of taking care of the child named below. Each parent, who has completed 12 month's continuous service with the organisation, is entitled to take a total of 18 working weeks unpaid leave for each eligible child and the leave must be taken before the child is 8 years old (16 years if the child has a disability or long term illness).
2. Application for parental leave should be approved by your Line Manager or Chair, not later than 6 weeks before the proposed commencement date, in accordance with section 8 (1) of the Act.
3. Please note that any public holidays which fall during the period of parental leave, will be added on to the end of the period.

Under the Parental Leave Act, 1998 and 2006 and S.I. No. 81 of 2013, I hereby give notice of my intention to take parental leave for the purpose of taking care of my child. **A copy of my child's birth certificate / adoption order is attached.**

Name: _____ **PPS No** _____

Location _____ **Tel. No:** _____

Name of Child: _____ **Date of Birth:** _____ / _____ / _____

Commencement date of employment: _____ / _____ / _____

Periods of parental leave already taken in respect of this child/another child:

(with NAS) _____

(with another employer) _____

Pattern of Leave:

(Please note that pattern of leave must be **discussed** and **agreed** in advance with your **Manager or Chair** and must be in accordance with the policy of the organisation)

Proposed date of commencement of parental leave: _____ / _____ / _____

Proposed duration of parental leave: _____

Proposed manner in which it is to be taken: _____
(please provide a brief description)

Cessation date of parental leave: _____ / _____ / _____

I declare that the information given above is accurate and complete.

Signed: _____ **Date:** _____ / _____ / _____
Staff member

Approved: _____ **Date:** _____ / _____ / _____
Line Manager

Please note that this leave may be terminated if it is not used for this purpose. Any employee abusing this leave may be subject to serious disciplinary action up to and including dismissal.

Application for Emergency Family Leave (Force Majeure)

This form should be completed and returned to the Line Manager or Chair.

Name of Employee: _____

PPS No: _____

Location: _____

Name and address of injured/ill member of the employee's immediate family during emergency family leave:

Nature and details of Injury/Illness of immediate family member of employee concerned:

Date(s) of emergency family leave:

Medical certificate attached:

I confirm that I have taken emergency family leave on the above-mentioned date(s) because of urgent family reasons as a result of the injury/illness of the member of my immediate family stated above and per details stated given as a result of which my immediate presence at that member of my immediate family's address was indispensable.

DECLARATION

I declare that the information given by me above is true, accurate and complete in all respects and I both understand and accept that if that is not the case, whether knowingly on my part or otherwise, then, following due investigation by my employer, I may be denied emergency family leave and/or liable to appropriate disciplinary action.

Date:

Signature of Employee:

Signature of Line Manager/Chair:

Time-Off-In-Lieu (TOIL) Form

Name:

Position:

Location:

Day/Date	Purpose	Start Time	Finish Time	Actual Time Claimed	Total TOIL Due	Time Taken & Date	Remaining Time Due	Approved Date

1 Working Day = 7 hours

TOIL Rates = Monday to Friday x 1,
 Saturday x 1.5,
 Sunday x 2

Bullying, Harassment and Sexual Harassment Policy

Contact Persons

To be appointed

Citizens Information Board Approved
SALARY SCALES FOR NAS EMPLOYEES

The CIB-approved salary scales for NAS Staff posts are set out below. The scales are in respect of full-time employment, payments to part-time staff will be on a pro-rata basis.

NATIONAL ADVOCACY SERVICE FOR PEOPLE WITH DISABILITIES

1. REGIONAL ADVOCACY MANAGER

Point	
1	50,016
2	51,282
3	52,766
4	54,252
5	55,745
6	57,076
7	58,433
8	59,753
9	61,064

2. SENIOR ADVOCATE

Point	
1	47,675
2	48,869
3	50,314
4	53,022

3. ADVOCATE

Point	
1	42,658
2	44,078
3	45,496
4	46,915

4. NAS ADMINISTRATOR

Point	
1	€24,407
2	€25,554
3	€26,697
4	€27,845
5	€28,991
6	€30,136
7	€31,279
8	€32,420
9	€33,567

ANNUAL LEAVE

The annual leave year runs from 1st January to 31st December.

Annual leave entitlements, for full time employees, in NAS are as set out below. Part-time and job-sharing staff entitlement to annual leave is on a pro-rata basis

National Manager	28 days
On completion of 2 years service	29 days
On completion of 5 years service	30 days

Regional Advocacy Manager	25 days
On completion of 2 years service	26 days
On completion of 5 years service	27 days

Senior Advocate	24 days
On completion of 2 years service	25 days
On completion of 5 years service	26 days

Advocate	23 days
On completion of 2 years service	24 days
On completion of 5 years service	25 days

Administration Staff	23 days
On completion of 2 years service	24 days
On completion of 5 years service	25 days

STAFF HANDBOOK (2013 edition)

Acknowledgement of Receipt

I have received this Staff Handbook outlining NAS policies and procedures.

I confirm that I have read the Staff Handbook and I understand its contents constitute part of my terms and conditions of employment.

Signed _____ Date _____

SCHEDULE 6

Bi-annual Staffing Return

The document may be amended, revised, replaced and updated from time to time by the CIB . The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



NAS
StaffingReturn.xlsx

STAFFING RETURN NAS

The purpose of the Staffing Return is to ensure that there is an effective monitoring process in place to maintain the funded workforce (employment numbers, pay costs) within the agreed level for the delivery of services; provide Employment Contracts and HR support and to report on national employment numbers. The Company is responsible for obtaining the appropriate Data Protection consents and CIB will maintain and use the personal data in line with CIB Data Protection Policy and Notification

	Name	Employment Start Date	Position*	Region	Hours of Work	Whole Time Equivalent*	Permanent /Temporary /PT	Contract End Date (if temp)	Gross Annual Salary	Increment Point on 31st Jan	% Pension Contribution	Employer Pension Contribution	Any additional benefits/ Contract Variation of Note or Additional Comments such as leave of absence
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
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29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													

	Total Numbers Per Grade	Total WTE per grade
Manager		
Administrators		
Senior Advocates		
Advocates		
Other		

CIB Sanctioned staff	
Permanent	PT

Whole Time Equivalent = Hours of work/35
Position: If working two grade types detail each grade on separate line

SCHEDULE 7

ICT Acceptable Useage Policy

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



7 CIB Delivery
Service ICT Acceptab



Citizens Information Board
information · advice · advocacy

Citizens Information Board

Acceptable Use Policy (AUP) of CIB's Information and Communications Technology (ICT) facilities (including all electronic communication systems and equipment), including Email and Internet Policy and Social Media Policy

For Delivery Service Companies

December 2016

1. Acceptable Use Policy

1.1. Introduction

The Citizens Information Board's (CIB) Acceptable Use Policy (AUP) is a framework document that sets out the standards for use of the organisation's Information & Communication Technology (ICT).

The Board's ICT network is provided to support the Board's business objectives. Any other uses that jeopardise the integrity of the network, the Board's reputation, the privacy or safety of others, or that are otherwise illegal are prohibited.

The use of the CIB ICT network facilities (including all electronic communication systems and equipment) is a revocable privilege. **By using or accessing the network, users agree to comply with this policy and other applicable policies, as well as all relevant applicable laws and regulations.** Using and/or accessing the network without proper authorisation is strictly prohibited.

Citizen Information Board's Information and Communications Technology (ICT) facilities are fundamental to our business and to how we deliver our services. This policy outlines the standards CIB requires Delivery Services and their staff to observe when using CIB's ICT facilities, the circumstances in which CIB will monitor use of ICT activity and any actions that will be taken in respect to breaches of this policy.

The policy has been updated and expanded to include the use of Social Media at work. The framework document covers;

- Acceptable Use Policy
- Email and Internet Policy
- Social Media Policy

PCs, laptops, phones, networks, desktop software, printers, corporate applications, email, the Internet and other technologies are provided by CIB for business use only and make it easy for staff members to access and distribute information of all types. This includes information issued internally within the organisation, as well as that sent to or received from external sources, whether solicited or not.

Recognising the general application of ICT resources throughout CIB and its Delivery Services, it is prudent that there is a clear understanding of what constitutes the proper, effective, and secure use of these facilities.

Depending on the requirements of your role, you may or may not have access to some or all of these resources. Nevertheless, it is important that all Delivery Services and their staff are aware of these guidelines, as the likelihood of exposure to facilities and associated risks will increase over time.

Due to the pace of change of technology, this document cannot specify every single risk, but it does set out some over-arching principles which must be followed. Most importantly, this document should raise awareness of the potential loss, damage, offence, and injury that may occur through the inappropriate use of any technology, and the implications for CIB, the Delivery Service and the individual should this happen.

As the organisation uses the Internet and online systems in the delivery of services, the network becomes more vulnerable to external security/virus attacks. The security threat landscape is quite dynamic which in turn makes it necessary to continually adopt newer security measures.

The use of mobile devices such as laptops, tablets and smart phones creates security risks which can severely impact normal service. Data theft is a growing problem which increases the importance of data protection through encryption. In particular, virus attacks are becoming more pervasive and sophisticated which requires a rapid response to quarantine and remove them.

1.2. General guidelines for acceptable use of the ICT network

Users are expected to

- behave responsibly and respect the integrity and the security of the network at all times
- behave in a manner consistent with the CIB's mission and to comply with all relevant laws, regulations and organisational policies
- be considerate to the needs of other users, to show restraint in the consumption of shared resources
- respect the rights and property of others, including intellectual property rights, the right of privacy and confidentiality.

The following activities are **specifically prohibited**:

- Use of the ICT network for private business, commercial or political activities, advertising, unlawful activities or uses that violate other CIB policies
- Disruption of or interference with the ICT network, including distribution of chain mail, mass Email or any activities that create or propagate viruses, waste system resources or overload the network with excess data
- Forging, altering or destroying communications, data or records, unauthorised accessing or intercepting the accounts of others, or intentionally compromising the privacy or security of electronic information on the network
- Intentionally or negligently revealing passwords or otherwise permitting another to use one's official account(s) or to facilitate unauthorised access to the ICT network
- The infringement of copyright
- The use of the ICT network to harass others or to display verbal or visual material that is offensive to others.

For its part, the Citizens Information Board will not impose any restraints on, nor make any effort to monitor the content of communications **except** when required to do so by law or to

maintain the security, integrity and availability of the ICT network (including the investigation of any AUP or other CIB policy infractions).

Management will exercise due care and diligence in the implementation of the AUP (and other relevant policies) having regard to its legal obligations and the rights of users.

- Queries as to what constitutes acceptable and appropriate use should first be referred to line managers and, if necessary, subsequently to the ICT Team.
- Appropriate action under the Delivery Service's disciplinary procedure may be initiated in respect of breaches of the Acceptable Use Policy and other relevant policies.

1.3. Personal Computer (PC) Use Guidelines

- All users are provided with personal network user IDs and passwords. These are not to be shared with others.
- To protect the network from unauthorised access, do not leave PCs logged in to the network overnight. It is advisable to log out, or lock the PC if the machine will be left unattended. PCs will automatically lock after 15 minutes if left unattended.
- Machines which are in publicly accessible areas must never be left unattended without either logging off, or locking the PC.

1.4. Business information must not be stored on the PC hard drive. All data must be stored on the network to ensure it is backed up.

- All data on removable media (for example DVDs, CDs, USB Keys, external drives) must be scanned for viruses prior to use on CIB's network. This applies no matter what the source of the material (for example home PC, supplier)

1.5. Mobile Device Use Guidelines

- All laptops must be connected to the CIB network on a regular basis to guarantee the effective update of virus-scanning and personal firewall software.
- Do not store unencrypted, confidential information on the hard-drive of your laptop or portable devices (for example any USB device).
- Do not use non-encrypted USB keys for any business or personal data.

1.6. Password Policy

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may compromise the CIB network. As such, all staff (including contractors and other persons with access to CIB systems) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

1.7. General Password Construction

Access to Delivery Service PCs requires strong password construction. All passwords must be constructed as follows:

- Contain a minimum of 8 alphanumeric characters
- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have numbers and/or symbols (for example 0-9, !"@\$%^)
- Are not based on easy to guess words such as personal information, names of family, etc.

- Passwords should never be written down or stored online. Try to create passwords that can be easily remembered.

Please Note: For security purposes, passwords are automatically configured to renew/expire every 45 days and should be treated as sensitive, confidential CIB information.

1.8. Out of Office Policy

Services should comply with the Policy as follows:

- The Delivery Service will have a voicemail greeting clearly stating the opening hours, the national helpdesk number and website address.
- For occasions when an office is closed during normal opening hours then the Delivery Service is required to update its voicemail greeting notifying customers of the closure/reopening, ensuring that the national Helpdesk number and website address are clearly stated, along with the number of the nearest open office.
- Where practicable Delivery Service staff members will include a detailed signature at the bottom of their email address which notes their direct dial telephone number and ensure appropriate out of office email alerts and telephone recordings are being implemented.

1.9. ICT Purchases

The Company shall not enter procurement of ICT hardware, software, systems or related ICT consultancy services unless and until the proposed expenditure has been approved by CIB in writing..

1.10. Software Installation

All software used on CIB's resources must be approved/installed by the ICT team.

- Please notify the ICT team before any software is copied or downloaded.
- No unauthorised software should be used on CIB's resources and no programmes or products should be used in breach any applicable copyright laws (whereby the prior consent of third parties may be required).

1.11. Bring Your Own Device (BYOD)

The Citizens Information Board currently does not support BYOD. This policy will be reviewed periodically.

1.12. Applicability

This policy applies to:

- All Delivery Service staff members, both temporary and permanent, regardless of duration of contract.
- All personnel who have access to CIB facilities (including contractors, consultants, agencies, suppliers etc.)
- All CIB, CIS, MABS, CIPS, NAS and SLIS premises or where CIB systems are accessed remotely

1.13. Implementation of the policy

All staff are responsible for their own compliance with this policy. The implementation of the policy will be monitored by CIB Management.

Any queries in relation to this policy should be directed to the CIB ICT Manager.

1.14. Review

CIB reserves the right to review, amend or replace this policy. It will be reviewed on an ongoing basis and any amendments will be advised to Delivery Services.

1.15. Relevant Legislation

Several pieces of legislation govern the proper use of ICT facilities. These include:

- i. The Employment Equality Acts 1998-2011 which governs harassment, including utilising ICT in the workplace
 - ii. The Child Trafficking and Pornography Act (1998)
 - iii. The Data Protection Acts (1988 and 2003) and GDPR which govern the storage and processing of personal information and the privacy rights of individuals with respect to that information.
 - iv. The Copyright and Related Rights Act (2000) which governs copyright in computer programmes, music and other published works.
-

2. Email & Internet Policy

Email and Internet use are considered to be a normal part of CIB's and the Delivery Services business tools, techniques and processes: therefore ALL of the Board's policies and guidance apply to their use, whether explicitly stated within this policy or not.

2.1. Ownership

CIB's ICT resources (including Email and Internet) are provided for business purposes. CIB owns and maintains these services solely for conducting its business.

2.2. Recognition of Rights of the Owner (CIB)

By using CIB's ICT resources (including Email and Internet) Delivery Services and their staff recognise the rights of the organisation as owner and that all files created, sent, received or stored are the property of CIB.

2.3. Staff's responsibilities

Staff have a responsibility to observe the rules regarding Acceptable Use Policy, Email & Internet Use Policy and other relevant policies and guidelines. Staff may not use the organisation's Email or Internet facilities in an unauthorised way. Employees may only disclose information to recipients authorised to have such information.

2.4. Prohibited Uses

To protect the Board, staff and customers, certain uses of Email and the Internet are NOT permitted: they include (but are not limited to)

- a. accessing, making, transmitting, posting, uploading, downloading or storing offensive material or remarks
- b. browsing sites that contain illegal or offensive material
- c. taking part in (or soliciting or encouraging others to take part in) unlawful activity
- d. masquerading as another person
- e. sending confidential material without adequate safeguards
- f. unlicensed software use or distribution
- g. advertising
- h. undertaking or soliciting for political causes or personal or commercial ventures
- i. harassment, unsolicited and/or unwarranted communication

2.5. Offensive Material

Offensive material is "any material that has the capacity to offend another staff member, customer or business partner". It is, therefore, expressly prohibited. Amongst material which is considered offensive is that which

- a. contains sexual implications, racial discrimination, gender specific comments, defamatory statements or
- b. could cause offence in addressing age, gender, disability, religious or political beliefs, sexual orientation, national origin, ethnicity, membership of the travelling community, family or marital status.

2.6. Excessive Use of Email or Internet Facilities

Staff must not use Email or Internet facilities in ways that place undue pressure on CIB's ICT resources or cause interference with business use of the facilities. These include

- a. sending a file/message that contains a virus/worm
- b. sending very large files/mails
- c. sending or forwarding chain mail
- d. attaching large files
- e. sending to multiple recipients unnecessarily
- f. widespread mail distribution
- g. resending mail repeatedly

2.7. Copyright Material

Email and Internet facilities may not be used to cut and paste, download, store, copy or send any material that may infringe the copyright or intellectual property rights of third parties. Breach of copyright can be a criminal offences as well as creating civil liability.

2.8. Freedom of Information

All email is subject to Freedom of Information legislation. Be careful of what you say in email messages as improper statements can give rise to personal or organisational liability. Work on the assumption that email messages may be read by others.

2.9. Business Correspondence

All mail intended for customers and business partners is business correspondence and must be treated in the same way as a formal business letter. Electronic communications can have legal status. Beware of entering into contractual commitments by email as they can create binding contracts in the same way as letters or faxes. Do not write an email what you would not write in a letter.

2.10. Records Retention Schedule

Please refer to the organisation's Document Retention Schedule) which sets out retention periods for the records the organisation holds. The Records Retention Schedule was compiled based on legal advice focusing on legislative obligations and requirements. This policy concerns emails and documents attached to emails as well as to manually and electronically filed documents.

Staff are responsible for the correct management of the records they create and hold, including electronic records.

2.11. "Out of Office"

Staff planning to be absent from the office for over two days must set up the Microsoft 'Out of Office' facility to alert people of their absence. In the event of an unanticipated absence, e.g. sick leave, an individual's email may be accessed in order to set up an Out of Office message to alert those sending emails that the individual is not available to respond and to access emails that have not received a response.

2.12. "Personal Use" of CIB Email & Internet Facilities

The primary purpose of Internet access is for business use, however the organisation recognises that staff may occasionally use this facility for educational and personal use. The organisation reserves the right to ban personal use if such use becomes excessive.

If sending personal emails avoid any reference to the organisation, in case they are misconstrued as organisational policy or perspective on issues.

2.13. No Expectation of Privacy

Whilst staff may be allowed to use CIB's resources for some personal use on a limited basis, this does not confer any right to privacy. There is no private use of the organisation's Email or Internet facilities.

2.14. Audit, Filter, Intercept, Monitor, Record and View Internet

In relation to its facilities, the Citizens Information Board which provides and supports ICT in delivery service companies, reserves the right to audit, filter, intercept, monitor, record and view Internet browsing.

2.15. Disclosure of Files

The content of any file may be disclosed within the Citizens Information Board and/or to third parties, without the permission of staff, to maintain the security, integrity and availability of the ICT network (including the investigation of potential infractions of Acceptable Use Policy, Email & Internet Use Policy or other Board policies) or when required by law. Management will exercise due care and diligence having regard to its legal obligations.

2.16. Confidentiality

The confidentiality of messages should not be presumed, nor does their deletion or the use of password protection guarantee confidentiality. When a message has been deleted it is still possible to retrieve and read it, and password use does not restrict the ability to access mail.

2.17. Sanctions for Breach of this policy

Primary responsibility for the implementation of this policy rests with each individual staff member. Complaints of misuse or breaches of this policy may be examined under the terms of the Delivery Service organisation's Disciplinary Procedure. Staff who wilfully or knowingly violate the provisions of this policy may be subject to disciplinary action under the provisions of the Procedure. A serious breach could lead to dismissal and possibly to criminal or civil law action.

2.18. Reporting Breaches

Any staff member who discovers a breach of this policy shall notify their line manager who shall notify **BOTH** their Line Manager **AND** the CIB Manager of ICT.

2.19. Review

CIB Senior management shall review the adequacy of and compliance with this policy from time to time.

2.20. Supporting Documents

This Email and Internet policy will be supported by the following policies that form part of this document:

- a. Acceptable Use Policy.
- b. Social Media Policy.

3. Social Media Policy

3.1. Introduction

The Social Media Policy outlines the obligations on all persons which includes staff, volunteers and contractors of the organisation, who work for or deal with the organisation and who have access to its information assets.

It is to provide guidance and direction to staff in order to facilitate compliance with the terms of the policy when utilising all types of online social media sites and networks and all devices to include remote devices.

3.2. What Is Social Media

Social media can be described as a collection of technology platforms that people use to communicate and share information and resources across the Internet.

Social media can include text, audio, video, images, podcasts, and other multimedia communications.

Examples of social media platforms include Facebook, Twitter, Flickr, LinkedIn etc. This list, however, is not intended to be exhaustive.

Social networks are formed when people start using social media platforms to communicate. The terms "social media" and "social networking" are often interchangeable. For the purpose of this document, the term "social media" will be used to encompass activities relating to social networks.

Personal Use of Social Media

Known social media sites are blocked for personal use on the CIB network. If a Delivery Service staff member has a business need to access one of these sites, a case can be made to the individual's manager and if accepted, permission can be granted to access the required site.

3.3. Use of Social Media For Official Purposes

Use of social media for official purposes may be permitted but only where a business case has been made to and approved by the relevant line manager and access authorised by the CIB ICT team.

3.4. Scope

All employees, volunteers and contractors or associates of the Delivery Service organisation and any third parties authorised to access the Board's information assets are required to adhere to this policy while using Social Networking & Social Media Sites on either the

organisation's or personally owned computers/Mobile Devices including tablets and smart phones.

3.5. Enforcement

Non-compliance with this policy is considered a serious matter and may result in disciplinary action, or in the case of others engaged with the organisation in business or project activities, may result in the organisation seeking legal redress.

Any person who is aware of or observes a suspected violation of this policy is responsible for reporting the incident to his or her manager.

3.6. Requirements

Staff accessing social networking sites are required to ensure that their use of social media for official use complies with the following:

1. For any social networking accounts held by the Board, all usernames and publications must be approved by the relevant line manager in advance of publication.
2. Logon credentials such as usernames and passwords must conform to standard CIB password policy (including minimum length, complexity and rotation period).
3. Each social network account will have assigned responsible staff who will hold credentials for the account and be responsible for monitoring for inappropriate content.
4. All updates to the permitted social media sites will be published by approved staff members only after approval of the content by the relevant line manager (or other delegated officer).
5. Staff should not download or otherwise transmit any software, music or other copyrighted material without prior authorisation and must only use copyrighted material within the terms published or agreed with its owner and copyright law. The terms and conditions of a social media site could result in the surrender of copyright once data is posted onto the site. This could result in CIB material being used by others without compensation.
6. Social media sites have their own terms of service and those posting content need to acquaint themselves with the terms and conditions associated with their use. In some cases, the site will claim control and ownership over everything you have uploaded or disclosed. Those charged with uploading material need to ensure that the CIB does not inadvertently surrender ownership.
7. Those uploading files onto a social media site need to be aware that certain files can contain viruses or malware. Distributing those files could inadvertently damage the reputation of the CIB and result in complaints from users of the sites. Those charged with uploading files onto social media sites should obtain the advice of the ICT team on the security implications.

3.7. Do Not Post Content:

- a. Which is customer information and any other data classified as Internal, Restricted or Confidential.
- b. Which is specific to the Board such as images, logos, etc. unless authorised to upload such material in the context of their approved role.

- c. That could be deemed to be threatening, harassing, illegal, obscene, defamatory, slanderous or hostile towards any employee, customer, stakeholder, or external audience of the Board;
- d. That contains personal data or contact details of any Delivery Service employee, stakeholder, external audiences or member of the public without their express permission;
- e. That infringes on the rights of the Board, its employees, stakeholders, and external audiences, members of the public or any individual, including privacy, intellectual property or publication rights;
- f. That contains offensive material or has the potential to be deemed to bully, harass or discriminate against colleagues, stakeholders, and external audiences, members of the public;
- g. That creates or could create a hostile work environment;
- h. That harms the goodwill and reputation of the Board;
- i. That includes defamatory, false or disparaging comments about the employees, stakeholders, and external audiences, members of the public;
- j. That airs grievances or complaints in relation to employment with the Board.
- k. Delivery Service staff should not misrepresent or unofficially represent the organisation to members of the public.

3.7.1. Any material produced by staff members or other staff members in relation to their work (including material produced on their own time or using non-CIB equipment) should NOT be published or uploaded to any non-CIB site or any personal social media site unless express permission to do so has been obtained. All material produced by staff in the course of their work including documents, images, videos, etc. remain the property of the organisation and must not be copyrighted by staff on an individual basis.

The above list is illustrative only and is not intended to be exhaustive.

3.7.2. If identifiable as a staff member, it should be clearly stated that the views or opinions expressed are personal and are not those of the organisation. Only approved employees are permitted to post content or engage in dialogue via social networking and social media on behalf of the organisation.

3.7.3. Remember, social networking and social media postings are permanent and impossible to fully erase from the internet. Staff should be mindful that a presence in the social networking and social media world could be made available to the public. This includes the media, government departments, the organisation's stakeholders, external audiences and colleagues. Consider this before publishing to ensure the post will not alienate, harm or provoke any of these groups or in any way damage the reputation of Delivery Service or CIB.

3.7.4. Those who post content onto the organisation's social media sites should be aware that they are representing the organisation when they do so. What is presented on the site reflects on the organisation. It is therefore important that those who post content onto a social media site ensure that they exercise the same caution they would with any other official correspondence. That would include the use of correct

grammar, spelling and the avoidance of slang. Above all, there is a need to be accurate with the facts.

3.7.5. Errors or inaccuracies in terms of content should be corrected at the earliest opportunity.

3.7.6. Staff should be mindful of the specific security and privacy risks involved and the potential impact any postings may have on both your personal reputation and the reputation of the Board. Be careful about what personal information you share online. Be careful about what information you share about your workplace or job online. Think before you post. Anything that you post is ultimately your responsibility and everything posted online is permanent and public even with privacy settings in place.

3.7.7. Staff should use common sense for their own personal safety when using a social media platform. Details of daily routine, your location i.e. if you “check in” a particular location or simply identify that you are away from home could potentially cause risk to your personal security.

3.7.8. Always be aware of who you may be talking to online. Have caution if unidentified or anonymous users are questioning about your job, or where you work. Always remember that indiscreet discussions about being a member of staff of this organisation or about your work could have potential consequences for you and your colleagues.

3.8. Sanctions For Breach of this Policy

Primary responsibility for the implementation of this policy rests with each individual staff member. Staff need to keep in mind data protection law, libel laws and the Delivery Service organisation’s policies and procedures. Complaints of misuse or breaches of this policy may be examined under the terms of the organisation’s Disciplinary Procedure. Staff who wilfully or knowingly violate the provisions of this policy may be subject to disciplinary action under the provisions of the Procedure. A serious breach could lead to dismissal and possibly to criminal or civil law action.

3.9. Supporting Documents

This Social Media policy will be supported by the following policies that form part of this document:

- a. Acceptable Use Policy.
- b. Email and Internet Policy.

SCHEDULE 8

CIB Data Processing Agreement

The document may be amended, revised, replaced and updated from time to time by CIB. The Company is responsible for keeping itself appraised of and fully adhering to, the latest version of this document.



8 Data Processor
Agreement.doc

..... 2018

(1) **THE CITIZENS INFORMATION BOARD**

(2) **[•]**

DATA PROCESSING AGREEMENT

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THIS AGREEMENT made on2018
BETWEEN

- (1) **The Citizens Information Board** having its principal office at Ground Floor, Georges Quay House, Townsend St, Dublin D02 VK65 (the “**CIB**”); and
- (2) _____ **CLG** a company limited by guarantee and incorporated in Ireland under the Companies Act, 2014 with registered number [] (*enter company number*) and having its registered office at _____
INSERT ADDRESS (the “**Company**”).

BACKGROUND

- (A) CIB provides certain Information and Communications Technology services including personal computers, laptops, phones, networks, software, printers, corporate applications, email, internet and other technologies to the Company in accordance with the terms of the Agreement in relation to the funding and support of a Regional CIS Service.
- (B) In connection with the provision of the above services, CIB may have access to or process personal data on behalf of the Company.

NOW IT IS AGREED as follows by the parties (in consideration of the agreement of the Company to provide CIB with access to its information, and for other good and valuable consideration, the receipt and sufficiency of all of which is acknowledged by CIB):

1. **INTERPRETATION**

1.1 **Defined Terms:** In this Agreement:

“**Appropriate Security Measures**” means appropriate security measures required by Data Protection Law to protect against unauthorised access to, alteration, disclosure or destruction of Data and against its accidental loss or destruction and, in particular, where the processing involves the transmission of Data over a network, it shall mean having regard to the state of technological development and the cost of implementing the measures, and ensuring that the measures provide a level of security appropriate to:

- (a) the risks that are presented by the processing;
- (b) the harm that might result from unauthorised or unlawful processing, accidental or unlawful destruction or accidental loss of or damage to the data concerned, and
- (c) the nature of the Data;

“**Authorised Person**” means any of the persons occupying the roles in the Company specified in Schedule 1;

“Authorised Sub-Processors” means such third parties which have undertaken data protection obligations equivalent to these set out in this Agreement.

“Confidential Information” means, in relation to a party, information (in whatever form communicated or recorded) belonging or relating to that party, its business affairs or activities which is not generally available to the public and which

- (a) that party has marked as confidential or proprietary, or
- (b) has been described as confidential by that party to the other (orally or in writing), or
- (c) due to its character or nature, a reasonable person in a like position to its recipient and under like circumstances would treat as confidential;

“Data” means the Personal Data processed by CIB on behalf of the Company in connection with the Services;

“Data Protection Acts” means the Data Protection Acts 1988-2003, as amended, revised, modified or replaced from time to time;

“Data Protection Law” means all legislation and regulations relating to the protection of personal data including (without limitation) the Data Protection Acts (as amended, revised, modified or replaced from time to time), the GDPR (when the GDPR comes into force in Ireland) and all other statutory instruments, industry guidelines (whether statutory or non-statutory) or codes of practice or guidance issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Personal Data” means personal data as defined in Data Protection Law, as specified in Schedule 2;

“Personnel” means those employees of CIB to whom disclosure of Data is necessary for the provision of the Services and who are appropriately trained in and committed to data security and confidentiality;

“Services” means the ICT services as further described in Schedule 3; and

“Service Level Agreement” means the Agreement in relation to the funding and support of a Regional CIS Service.

1.2 **Construction:** In this Agreement, unless the contrary intention is stated, a reference to:

- (a) ‘data controller’, ‘data processor’, ‘data subject’, ‘personal data’, ‘processing’ and ‘appropriate technical and organisational measures’ shall have the meanings given to them in the Data Protection Law;

- (b) the singular shall include the plural and vice versa;
- (c) either gender includes the other and the neuter, and vice versa;
- (d) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) a person includes that person's legal personal representatives, successors and permitted assigns;
- (f) time shall be construed by reference to whatever time may from time to time be in force in Ireland;
- (g) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
- (h) 'this Agreement' mean the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document;
- (i) a clause or other provision is a reference to a clause or provision of this Agreement, and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears;
- (j) 'including' means comprising, but not by way of limitation to any class, list or category;
- (k) a law includes any provision of any constitution, statute, statutory instrument, order, by-law, directive, regulation or decision of any governmental entity and any judicial or administrative interpretation of any of the foregoing, in each case, as amended, revised, modified or replaced from time to time; and
- (l) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form.

Certain Rules of Construction dis-applied:

- (a) This Agreement shall be construed without regard to the rule of construction known as "ejusdem generis".
- (b) If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement.

1.3 **Headings:** Headings and captions are to be ignored in the construction of this Agreement.

2. STATUS OF THE PARTIES

The parties acknowledge that, in relation to the Data, and for the purposes of Data Protection Law, CIB is a data processor and the Company is the data controller.

3. DATA PROCESSOR'S OBLIGATIONS

CIB undertakes and agrees with the Company that:

- (a) it shall only process:
 - (i) Data strictly in accordance with the instructions of the Company, which instructions shall be:
 - (A) documented in writing; and
 - (B) given by an Authorised Person;
 - (ii) in accordance with the nature and purpose of the processing set out in Schedule 2;

 - (iii) the minimum volume of Data which is strictly necessary for the performance of the Services;
- (b) it shall comply at all times with Data Protection Law and shall ensure that any Processing of Data by CIB shall be carried out in full compliance with Data Protection Law;
- (c) it shall inform the Company as soon as practicable if, in its opinion, it receives an instruction from the Company which infringes Data Protection Law;
- (d) it shall disclose Data only to those members of its Personnel to whom such disclosure is necessary for the exercise of its rights, and performance of its obligations, under this Agreement and the Service Level Agreement, and shall procure that such persons are made aware of, and agree in writing to observe the obligations of confidentiality in Clause 4 and security in Clause 5;
- (e) it shall only sub-contract or delegate any of its obligations to the Company from time to time to Authorised Sub-Processors; and
- (f) to the extent necessary to enable the Company to verify CIB's compliance with Data Protection Law and its obligations under this Agreement, it shall make available to the Company all information necessary to demonstrate its compliance with the obligations set out in Data Protection Law and shall allow for and contribute to audits, including inspections, conducted by the Company or an auditor mandated by the Company.

4. **CONFIDENTIALITY**

- 4.1 **Keep Confidential:** CIB shall keep confidential the Confidential Information and shall not, without the prior written consent of the Company, use, disclose, copy or modify the Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement or the Service Level Agreement.
- 4.2 **Notify Misuse:** CIB shall give notice to the Company of any unauthorised use, disclosure, theft or other loss of the Confidential Information without undue delay upon becoming aware of it.
- 4.3 **Mandatory Disclosure:** If CIB is required by law or by any order of any court or governmental or regulatory authority to disclose the Confidential Information, it shall promptly notify the Company of receipt of notice of that requirement and, at the request and cost of the Company, shall assist it in opposing any such disclosure.

5. **SECURITY**

- 5.1 **Implement Appropriate Security Measures:** CIB shall implement Appropriate Security Measures to prevent accidental or unauthorised, loss, destruction, damage, alteration, disclosure or unlawful or unauthorised access to any Data in the custody of CIB, and CIB shall ensure that its Personnel are aware of and comply with those measures.

6. **DATA BREACH**

- 6.1 **Notify Breach:** CIB shall without undue delay after becoming aware of it notify the Company of any unauthorised access to, or unauthorised use, alteration, disclosure, accidental loss or destruction of, any Data in the custody of CIB (each a “**data breach**”).
- 6.2 **Obligations in Case of Breach:** In the event of any data breach, CIB shall:
- (a) take action to address the data breach and, where appropriate, mitigate its possible adverse effects;
 - (b) without undue delay, on request provide the Company with all information required to fulfil its obligations, as data controller, under Data Protection Laws; and
 - (c) assist the Company in complying with its obligations under Articles 33 and 34 of the GDPR.

7. DATA SUBJECT REQUESTS AND COMPLAINTS

- 7.1 **Notification:** CIB shall notify the Company of any request from a data subject to exercise any of his or her rights under Data Protection Law or any complaint from any data subject.
- 7.2 **No Accession:** CIB shall not accede to any such request or deal with any complaint except on the written instructions of the Company.
- 7.3 **Assistance:** CIB shall, on request by the Company and taking into account the nature of the processing, assist the Company by appropriate technical and organisational measures, for the fulfilment of the Company's obligation to respond to requests for exercising the data subject's rights under Data Protection Law.

8. DESTRUCTION OF DATA

Unless otherwise required to store the Data by law or by any court or order of any governmental or regulatory authority, upon termination of this Agreement and on the written request of the Company, CIB shall immediately destroy all Data and shall certify such destruction in writing to the Company.

9. TERM AND TERMINATION

This Agreement shall come into force on the date on which the Service Level Agreement is executed and shall continue in full force and effect until terminated in accordance with this Clause 9 or until the termination or expiry of the Service Level Agreement whereupon CIB's authority to process Data in accordance with this Agreement shall terminate automatically, unless otherwise agreed between the parties in writing or required by law or by any court or order of any governmental or regulatory authority.

10. GENERAL

- 10.1 **Severability:** If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this Agreement
- 10.2 **Binding on Successors:** This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 10.3 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

- 10.4 **Governing law:** This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.
- 10.5 **Jurisdiction:** The Irish courts shall have exclusive jurisdiction to hear, determine and settle any dispute arising out of or in connection with this Agreement or any related non-contractual obligations and the parties submit to the exclusive jurisdiction of the Irish courts. The parties waive any objection to the Irish courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

SCHEDULE 1

AUTHORISED PERSONS

Regional Managers of the Company or directors of the Company.

SCHEDULE 2
PERSONAL DATA

- (a) Types of personal data to be processed;
 - (i) A range of personal data, which will vary depending on the data subject and the circumstances, including special categories of personal data in some instances

- (b) Categories of data subjects
 - (i) Clients of the Company
 - (ii) Employees of the Company
 - (iii) Other data subjects where personal data is recorded by the Company using ICT systems provided by CIB

- (c) Nature of the processing:
 - (i) collection;
 - (ii) recording;
 - (iii) storage;
 - (iv) adaptation or alteration;
 - (v) retrieval;
 - (vi) use;
 - (vii) combination;
 - (viii) erasure;
 - (ix) destruction.

- (d) Purpose of the processing: Provision of the Services as defined in Clause 1.1 above.

SCHEDULE 3
THE SERVICES

CIB will provide the following ICT Support Services:

- (i) Hosting of official websites and applications.
- (ii) Provision of email.
- (iii) Provision of file storage.
- (iv) Provision of ICT hardware.
- (v) Provision of managed print services.
- (vi) Provision of telephony infrastructure.
- (vii) Provision, maintenance and upgrading of ICT networks.
- (viii) Development, procurement, implementation and maintenance of a range of software packages.
- (ix) Storage and backup of data in a range of systems, databases and storage media.
- (x) Procurement services as outlined in the CIB ICT Procurement Catalogue.

Together with any and all services which are incidental or ancillary to the above services.

EXECUTION PAGE

SIGNED for and on behalf of
CITIZENS INFORMATION BOARD

By: 

Name: GRAINNE GRIFFIN

Title: SENIOR MANAGER

SIGNED for and on behalf of

[•]
By: 

Name: DIARMAID O'CORRIGH

Title: DIRECTOR / SECRETARY

Neel Dhoty
Chairperson

SCHEDULE 9

Client Authorisation Forms

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.



NAS Consent form
16.08.18 (2).docx



NAS Consent form
Plain English Septer



Authority to Act
form.pdf



National Advocacy Service for People with Disabilities: Data Protection Consent Form

In accordance with the Data Protection Acts 1988 to 2018 (as amended, superseded, or replaced from time to time) and the General Data Protection Regulation, the **National Advocacy Service for People with Disabilities CLG**, registered address at George's Quay House, 43 Townsend Street, Dublin 2, requires your consent to do the following:

1. Process your personal data to:
 - a) Provide information and advise you generally in relation to your situation
 - b) Advise you specifically in relation to any entitlements, actions, remedies or processes that may be applicable to your situation
 - c) Provide an advocacy service by engaging with third parties in relation to your situation
 - d) Keep a record of personal data in hard and soft copy form

2. Process any sensitive or special categories of personal data you have provided to:
 - a) Provide information and advise you generally in relation to your situation
 - b) Advise you specifically in relation to any entitlements, actions, remedies or processes that may be applicable to your situation
 - c) Provide an advocacy service by engaging with third parties in relation to your situation
 - d) Keep a record of sensitive or special categories of personal data in hard and soft copy form

3. We may share your personal data, including sensitive or 'special categories' of data, with third parties as set out in Schedule 1 of our **Data Protection Notice**.

We may also share your personal data, including sensitive or 'special categories' of data, with specific third parties for the following purposes:

Third party	Purpose

4. Process your data for statistical, reporting, training, review and social policy purposes

We will:

- Use this information only for the processing referred to at points 1, 2, 3, 4 above
- Store the personal data securely
- Delete the personal data in accordance with our **Data Protection Notice**
- Not unlawfully disclose the personal data to any other organisation

For further information, please see our **Data Protection Notice**, a copy of which has been provided to you.



To withdraw consent

This consent will continue until you notify us of your wish to withdraw consent. If you wish to withdraw your permission to the use of this information, please contact

Please note that until we are notified of your intention to withdraw consent and are in a position to action such withdrawal, all processing as set out here shall be considered lawful. The withdrawal of your consent may mean the suspension or cessation of the provision of the services that we have been providing you up until the date of withdrawal of consent on the basis that we are no longer able to provide these services without your personal data.

Consent

Please tick the boxes below and sign and date this form if you agree to the above.

I consent to processing at point 1 above []

I consent to processing at point 2 above []

I consent to processing at point 3 above []

I consent to processing at point 4 above []

Client(s) Name: _____

Signature: _____

Date: _____

Glossary

“Processing”

Processing is any operation or set of operations which is performed on personal data or on sets of personal data whether or not by automated means such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Personal data”

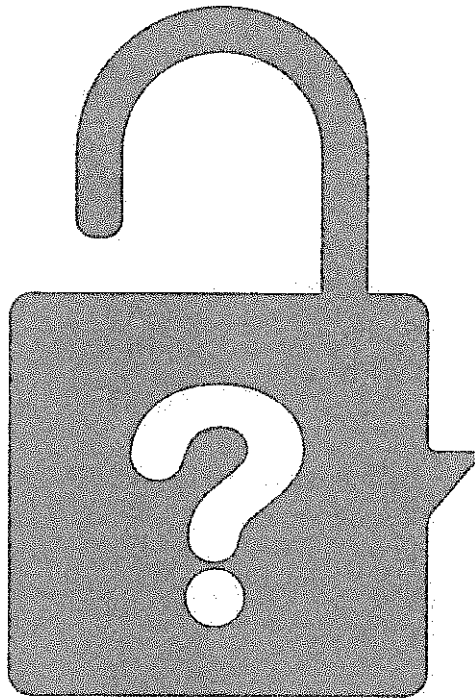
Personal data means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online 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 data”

Special categories of personal data can also be known as sensitive data. This is data which refers to racial or ethnic origin, political opinions, religious or philosophical beliefs, or 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.



What we do with your information



Enquiry Phone line:
0761 07 3000

- » When you receive support from the National Advocacy Service the advocate will have to record some personal information that you and/or others give to them. The advocate will keep this information confidential.
- » An advocate will not share your information with anyone unless you have agreed.
- » Advocates work with many different people so it is important that they have your information stored in a safe place. This way they can keep track of the work they are doing when they are supporting you.



- » The National Advocacy Service will store your information on an Electronic Case Management System. This information will only be seen by the advocate supporting you and their manager.
- » Any information you provide to an advocate will be used to assist you with your advocacy issue. Your personal information will not be used for any other purpose.



- » The National Advocacy Service has to report on its work every six months to the Citizens Information Board (CIB) but will not provide information which will identify you.
- » The Citizens Information Board could use this information to try to improve supports available to people with disabilities.
- » The advocate will ask you to sign a form so there is a record that you have agreed to have your information stored and/or shared.
- » You can have a copy of all information about you stored by the National Advocacy Service.

An advocate will not share your information with anyone unless you have agreed.





There are some occasions when an advocate will have to give your personal information without your agreement.

This will be if:

1. You are in danger,
2. You are a danger to someone else,
3. A court order asks for your information,
4. A child is in danger of abuse

**Your advocate will tell you
if this needs to happen**

Please fill in the reverse of this form.

The National Advocacy Service has Confidentiality and Data Protection policies which all Advocates follow.

You can ask for copies of these.

The Advocate has explained the National Advocacy Service Data Protection and Confidentiality policies to me:

I agree for the National Advocacy Service to:

Obtain and retain information to assess if it is the right agency to support me: Yes

Work on my behalf: Yes

Share and obtain necessary relevant information to advance my advocacy issue: Yes

Record relevant information on the Electronic Case Management System: Yes

Signed: _____

Date: _____



NATIONAL ADVOCACY SERVICE

**FOR PEOPLE WITH
DISABILITIES**

If you or someone you know would like the support of an independent advocate

Contact us...

and an advocate will speak with you.

Region	Advocate
Greater Dublin	Dublin, Fingal and Wicklow.
Midlands & North East Region	Cavan, Laois, Longford, Louth, Kildare, Meath, Monaghan, Offaly and Westmeath.
Western Region	Clare, Donegal, Galway, Leitrim, Limerick, Mayo, Roscommon and Sligo.
Southern Region	Carlow, Cork, Kerry, Kilkenny, Tipperary, Waterford and Wexford.

To contact any of the above please call

0761 07 3000



National Advocacy Service for People with Disabilities

- Data Protection Consent Form -

There are laws in place to protect your privacy and how information you give to other people is used.

These laws are the Data Protection Acts 1988 & 2003 and The General Data Protection Regulations 2018 (GDPR). These laws set rules for all companies who collect information (data) about you when they offer you a service.

In order to work with and for you the **National Advocacy Service for People with Disabilities CLG**, needs to gather, use and store private information about you. This is called **Data Processing**. We process data so that we can:

- a) Give you information about your enquiry
- b) Help you explore your choices
- c) Advocate with and for you to others
- d) Keep a record of personal data on paper and on the computer
- e) Keep a record of the outcome of your enquiry with us

To offer you an advocacy service we need your permission to:

1. Process personal data.

This is personal information about you such as your name, contact details, email & phone number.

The National Advocacy Service Can Process Personal Data about me	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
(Please note: If you tick no we cannot offer you an advocacy service)	
Person(s) Name:	
Signature:	
Date:	

To offer you an advocacy service we need your permission to:

2. Process Sensitive Data

Often we need to process some **sensitive data** about you. This is information about:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- genetic data and biometric data
- Information about health
- Information about a person's sex life or sexual orientation

Your advocate will only gather, use and store sensitive data that is related to your advocacy issue. For example, information about your health and the supports you might need.

The National Advocacy Service Can Process Relevant Sensitive Data about me	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
(Please note: If you tick no we cannot offer you an advocacy service)	
Person(s) Name:	
Signature:	
Date:	

To offer you an advocacy service we need your permission to:

3a. Share your information, including **the personal and sensitive data** you provide, with others. We may also need to **ask for information** from other people or organisations, for example your:

- Doctor
- Service provider
- Solicitor
- Social Worker

We will only look for information that is relevant to the issue we are working on with you.

The National Advocacy Service can Process Relevant Personal and Sensitive Data about me.

Yes

No

The National Advocacy Service can Share and Look For Relevant Personal and Sensitive Data about me relating to the following advocacy issue.

Issue:

1. Nominated People / Organisations;

Signature:

Date:

2. Nominated People / Organisations;

Signature:

Date:

3. Nominated People / Organisations;

Signature:

Date:

To offer you an advocacy service and to make sure our records are kept safe and secure we need your permission to:

3b Share your personal and sensitive data with the following people / companies:

- 1 The Citizens Information Board, who fund our service
- 2 The company that manage our IT and keep it secure
- 3 The company that stores our old files and paperwork
- 4 The company that shreds our old paperwork
- 5 Any new organisation that takes over NAS

For more information on this your advocate can read through our data protection notice with you.

The National Advocacy Service can Share Personal and Sensitive Data with the Companies Listed in 3b above

Yes

No

(Please note: If you tick no we cannot offer you an advocacy service)

Person(s) Name:	
Signature:	
Date:	

Finally we would like your permission to:

4. Use your information for statistical, reporting, training, review and social policy purposes.
Any information Used in this way will be carefully changed to protect your privacy.

For example using case studies in our reports or counting the number of people with the same issues.

The National Advocacy Service can use my information for statistical, reporting, training, review and social policy purposes

Yes

No

I know the National Advocacy service will:

- Use this information only for the reasons mentioned above
- Store the personal data securely
- Not unlawfully share the personal data to any other organisation
- Delete the personal data after 2 years for once off advocacy/ information and 6 years if we have completed a case with you.

Person(s) Name:

Signature:

Date:

For further information, please see our **Data Protection Notice**, a copy of which has been provided to you.

Final Things You Should Know

- You can ask for a copy of the information we have about you if you would like to see it.
- We will correct any inaccurate information we have about you when you ask us to.
- We will delete any personal data we have about you if it is no longer necessary to have it or in some circumstances, if you have withdrawn your consent to use your information.
- If you wanted to make a complaint about how the National Advocacy Service is using your information, you can complain to the data protection commissioner. The website is www.dataprotection.ie.

To Withdraw Consent

You can stop the National Advocacy Service from using the information (data) you have given to your advocate. To stop the National Advocacy Service from using your information you **must** contact your advocate and tell them they no longer have your permission to use it.

If you tell your advocate they no longer have permission to use your information, your advocate might have to stop working with you. This is because they cannot provide you with an advocacy service without your information.

SCHEDULE 10

Operational Performance Report Template

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



NAS Operational
Performance Report

Operational Performance Report

Company: National Advocacy Service	Review Period:
---	----------------

For the purpose of clarity, activity under the PAS project is excluded from this report. Data resulting from provision of PAS services cannot be included within any reporting on NAS activity.

1.0 Initial Enquiries/Short-term Advocacy		Region 1 Greater Dublin	Region 2 Northeast & Midlands	Region 3 Western	Region 4 Southern	NAS whole
1.1	Open at start					
1.2	New					
1.3	Closed					
1.4	Average time per case					
1.5	Time total					

2.0 Advocacy Cases		Region 1 Greater Dublin	Region 2 Northeast & Midlands	Region 3 Western	Region 4 Southern	NAS whole
2.1	Open at start					
2.2	New					
2.3	Closed					
2.4	No. cases open for 3 years or more					
2.5	Average time per case					
2.6	Time total					
2.7	No. on waiting list					
2.8	Oldest case on waiting list					
2.9	Number of social policy returns					
2.10	Number of case reviews					
2.11	No. of Advocates in post					
2.12	No. of Senior Advocates in post					

3.0 Feedback	
3.1 Number of complaints:	Area concerns relate to:
3.2 Number of compliments:	Area compliments relate to:

4.0 HR	
4.1 Total permanent staff:	WTE:
4.2 Total temporary staff:	WTE:
4.3 Number of staff on leave of absence	
Parental leave:	Long-term sick:
Other (specify):	Unpaid leave:
4.4 Significant staffing issues:	

4.5	Training and Development activities:
4.6	Recruitment activities undertaken:
4.7	Recruitment planned in next period:

5.0	Governance
5.1	<i>(Update on any changes to the Board or any Governance issues)</i>

6.0	Finance
6.1	<i>(Update on any outstanding information from financial returns)</i>
6.2	Additional income from other (non-CIB) sources (excluding PAS):

7.0	IT
7.1	<i>(Update on any IT and/or equipment requests)</i>

8.0	Policy and Communications
8.1	<i>(Update on policy development and submissions and communications)</i>

SCHEDULE 11

Insurance Schedule

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself apprised of, and adhering to at all times, the latest version of this document.

National Advocacy Service Insurance Schedule 2018/19

IPB Insurances: 1 Grand Canal Square, Grand Canal Harbour, Dublin 2 - Phone: (01) 6395500

The Citizens Information Board has arranged an insurance scheme for the National Advocacy Service. The Scheme provides the following covers from 01/12/18 to 30/11/19 inclusive:

Property

What is Insured: Accidental loss of or damage to the Service's property.

Principal Exclusions: 1. Loss or damage caused by theft not involving forcible/violent entry to/or exit from the Buildings. 2. Losses below €500.

Sums Insured: Loss of Money and Computers are also covered.

General Liabilities:

What is Insured: The Legal Liability of the Service for: a) accidental bodily injury, illness or disease to any employees, b) accidental bodily injury or illness or disease to any other person, and c) accidental loss of or damage to third party property arising out of or in connection with the normal activities of the Service.

Limits: a) Employers Liability: € 13,000,000 any one occurrence.
b) Public Liability: € 13,000,000 any one occurrence.

Principal Exclusions: 1. Liability assumed under agreement. 2. Asbestos. 3. Pollution other than sudden/unforeseen pollution risks.

Professional Indemnity

What is Insured: Legal Liability of the Service to pay compensation to a third party, arising from any negligent act, error or omission committed or alleged to have been committed by the Service's employees during the course of their official duties. This section extends to include liability arising from defamation or loss of documents.

Limit: €6,500,000 any one occurrence/any one period of Insurance.

Excess: €5,000 each and every claim.

SCHEDULE 12

CIB Identity Guidelines

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



13 CIB Identity
Guidelines.pdf

Citizens Information Board
information · advice · advocacy



The Citizens Information identity utilises a single, unifying mark for both the Citizens Information Board and Citizens Information; the public information services resourced by the Board. The mark is comprised of the Citizens Information initials 'ci', creating a single, circular motif in distinct, contemporary colours. This represents the strength, unity and clarity of purpose of the organisation.

To establish a consistent visual identity system for the Citizens Information Board brand there are some straightforward rules which must be adhered to when applying the logo. These are not voluntary guidelines or suggestions but are strict conditions under which permission to use the logo may be granted.

For further information and advice please contact:

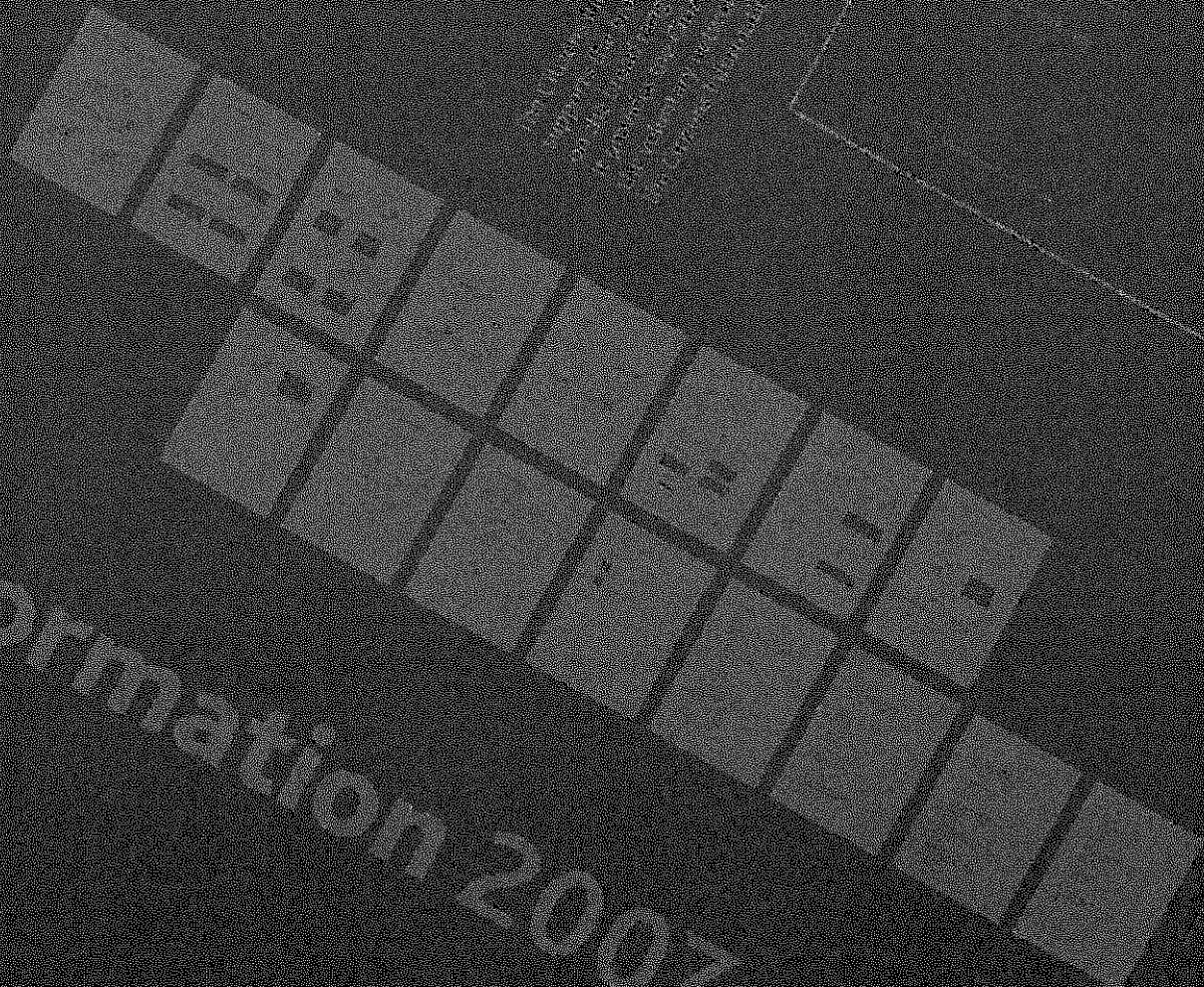
Evelyn Lee
PR Executive
Citizens Information Board

t 01 605 9000
e evelyn.lee@ciboard.ie

All artwork files are contained on the accompanying CD.

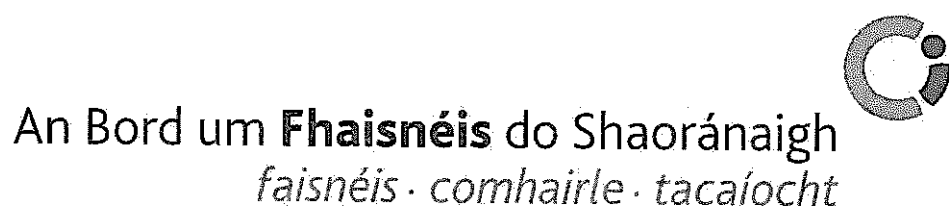
This document is published by the Citizens Information Board.

Identity elements and usage



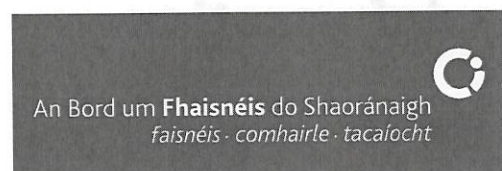
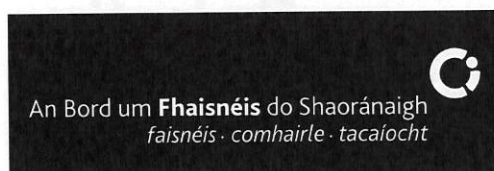
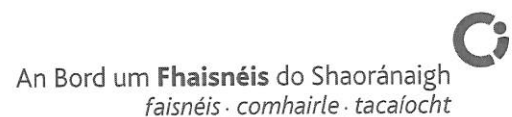
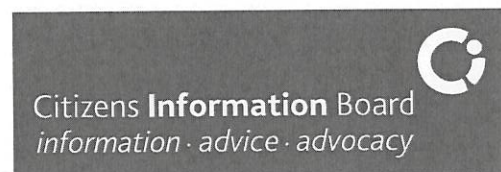
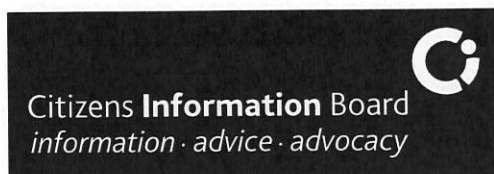
Citizens Information Board logos

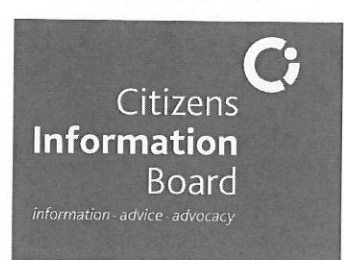
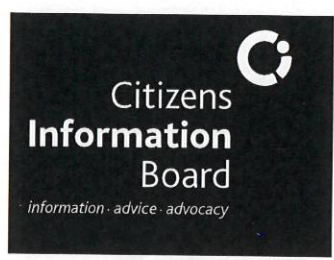
To facilitate a broad range of applications the logo is available in two arrangements – a horizontal version and a stacked version – each with fixed positions, proportions, typeface and colours.



Single-colour reproduction of logos

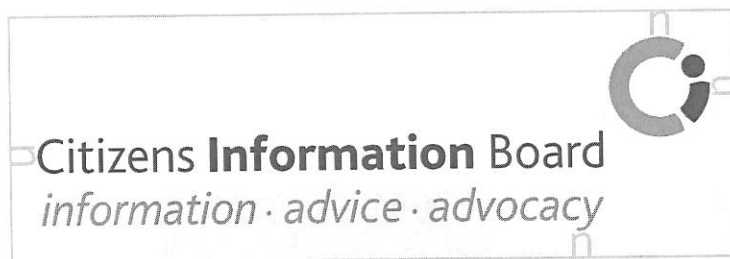
Where necessary, all configurations of the Citizens Information Board logos outlined in the previous section may be reproduced in a single solid colour or reversed in white out of a solid colour.





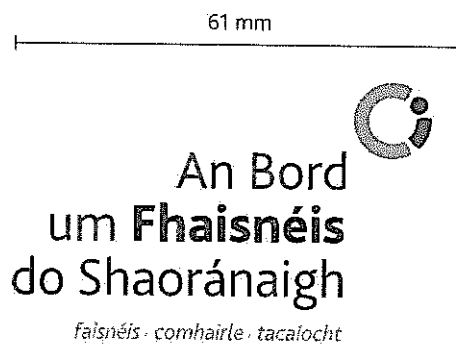
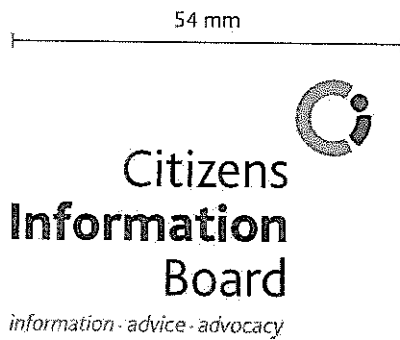
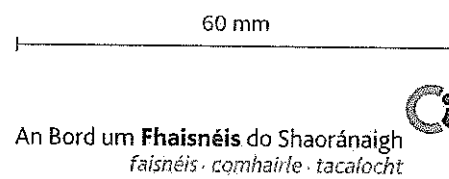
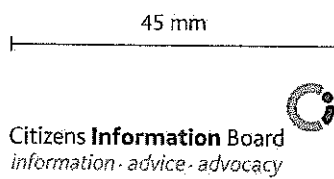
Clear area

A minimum clear area equal to the height of the lower case letters must be observed around the logo.



Minimum size

The logo should not be smaller than the minimum dimensions illustrated here.

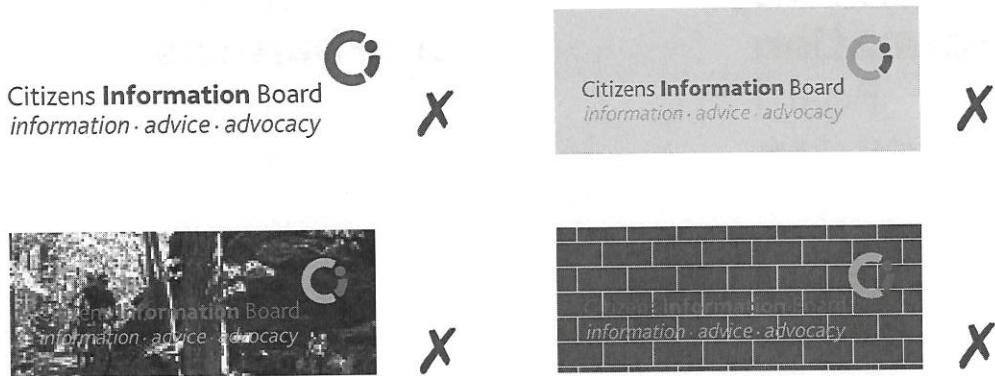


Prohibitions

The logo **may not** be rearranged or disorted in any way. The typeface, scale or positioning or type may not be changed.



The colours of the logo may not be changed in any way. The logo may not be printed on a tint, background pattern or image.



No elements may be added to or encroach upon the logo.

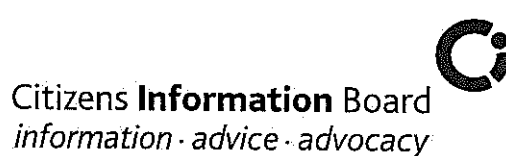


Artwork files

All artwork files are contained on the accompanying CD.



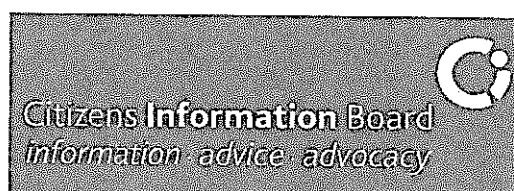
CIB_Logo.eps



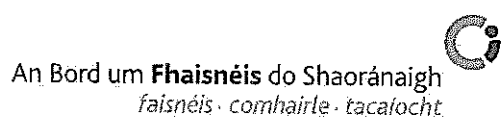
CIB_Logo_black.eps



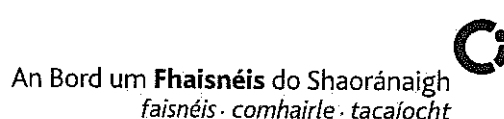
CIB_Logo_CMYK.eps



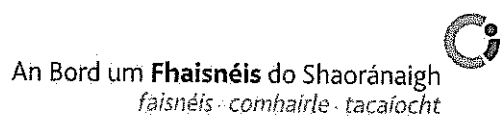
CIB_Logo_white.eps



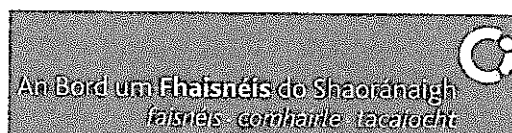
CIB_Logo_Irish.eps



CIB_Logo_Irish_black.eps



CIB_Logo_Irish_CMYK.eps



CIB_Logo_Irish_white.eps



CIB_stacked.eps



CIB_stacked_black.eps



CIB_stacked_CMYK.eps



CIB_stacked_white.eps



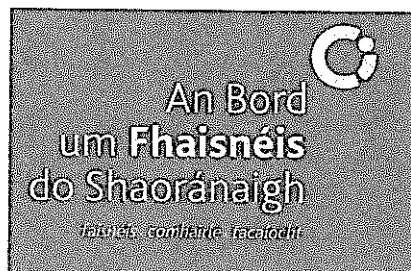
CIB_Irish_stacked.eps



CIB_Irish_stacked_black.eps



CIB_Irish_stacked_CMYK.eps



CIB_Irish_stacked_white.eps

Crediting for Citizens Information

The Citizens Information service is required to credit the Citizens Information Board on all printed materials. However, both Citizens Information logo and Citizens Information Board logo should not appear together.

Citizens **Information** 

In most instances the Citizens Information logo (above) **is used** and a text-only credit in the following form is used no smaller than 9 point:

Funded & Supported by the Citizens Information Board

or

Le maoiniú & tacaíocht ón mBord um Fhaisnéis do Shaoránaigh

In instances where the Citizens Information logo **is not used**, either of the following Citizens Information Board logos should be used:

funded & supported by
Citizens **Information** Board
information · advice · advocacy 

le maoiniú & tacaíocht
ón mBord um **Fhaisnéis** do Shaoránaigh
faisnéis · comhairle · tacaíocht 

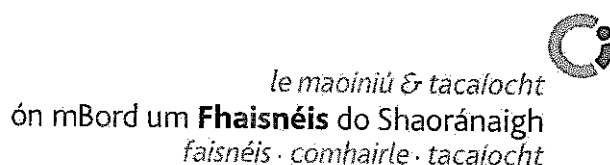
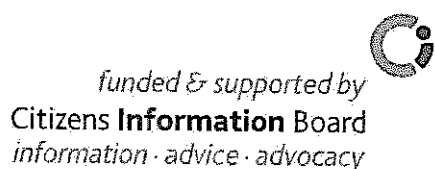
The Citizens Information website has a unique credit line:

Provided by the Citizens Information Board

Third party crediting

Appropriate crediting is necessary for organisations and projects that have received funding or support from the Citizens Information Board. This is a condition of funding that must be communicated clearly in application materials.

For organisations or projects in receipt of ongoing funding, either of the following Citizens Information Board logos should be used:

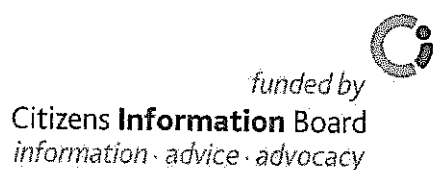


A text-only version of the credit may be used when the area for branding is below our minimum reproduction size (see page 7).

Funded & Supported by the Citizens Information Board

Le maoiniú & tacaíocht ón mBord um Fhaisnéis do Shaoránaigh

For organisations or projects in receipt of once-off funding, either of the following Citizens Information Board logos should be used:



A text-only version of the credit may be used when the area for branding is below our minimum reproduction size (see page 7).

Funded by the Citizens Information Board

Le maoiniú ón mBord um Fhaisnéis do Shaoránaigh

Colours

Printed two spot colours, Pantone Process Blue and Pantone Green 376.



Pantone Process Blue
C = 100, M = 10, Y = 0, K = 10



Pantone 376
C = 50, M = 0, Y = 50, K = 0

Typefaces

The typeface family to be used for the design and typesetting of all Citizens Information Board published materials is Bliss by Jeremy Tankard or as an alternative for body text, Times New Roman. All typefaces contained in the Bliss family are available for download at www.typography.net/type/bliss.htm

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Extra Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Extra Light Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Light Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Medium Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Extra Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Extra Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Heavy

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

Bliss Heavy Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times New Roman

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times New Roman Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

Times New Roman Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

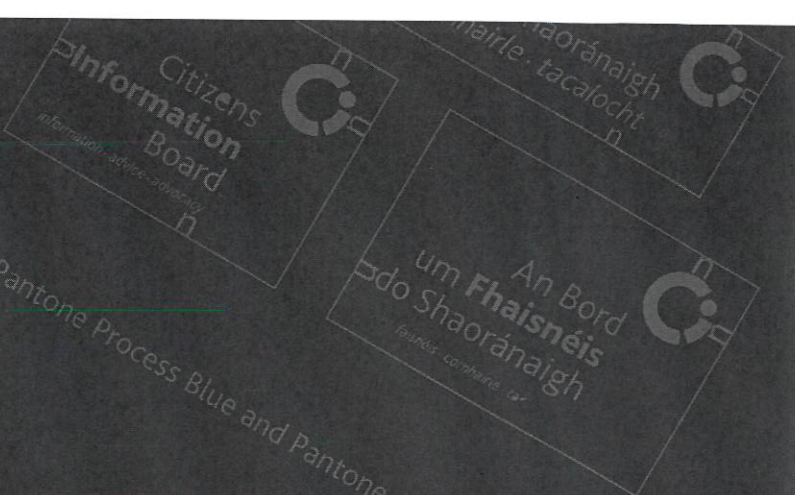
1234567890

Times New Roman Bold Italic

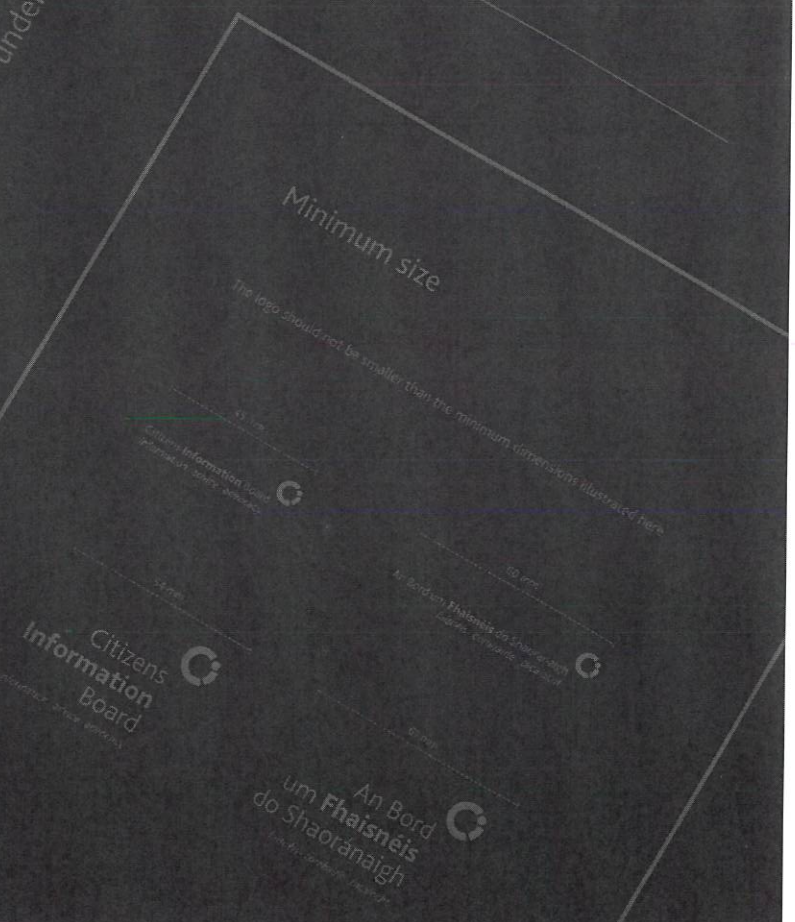
Publications and Stationery

Information identity utilises a single, unifying mark for both the Citizens Board and Citizens Information; the public information services resourced here are some straightforward rules which must be adhered to when applying the logo. There are not straightforward rules which must be adhered to when applying the logo. There are not straightforward rules which must be adhered to when applying the logo.

Printed two spot colours, Pantone Process Blue and Pantone Green 376.
Pantone Process Blue
C=100, M=10, Y=0, K=10
Pantone 376
C=5, M=10, Y=50, K=0



ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890
Times New Roman Bold Italic



There are two general forms of Citizens Information Board printed publications;

- 1 **Citizens Information materials** produced for the general public; and
- 2 **All other materials** produced for corporate, policy and training purposes.

The only difference between these is the contact information on the back cover.

Citizens Information materials

These include all booklets and guides such as the Entitlements series and Bereavement Guide and all leaflets and factsheets aimed at a general public audience. The three channels of Citizens Information must be displayed on the back cover in the positions shown on the A5 and DL template pages. Citizens Information Board head office contact details may appear inside the document if necessary but not on the back cover.

All other materials

These include; Annual Report, Strategy publications, Social Policy Reports, Research Reports, Training brochures and Calendars, Budget Packs, Periodicals such as Relate and other information such as Wallcharts aimed primarily at professional audiences. On these Citizens Information Board head office contact details must be displayed on the back cover in the positions shown on the A4 template page.

For clarification on displaying the three channel message please contact:

Evelyn Lee
PR Executive
Citizens Information Board

t 01 605 9000
e evelyn.lee@ciboard.ie

A1 / A2 Banner Template

TOTAL WIDTH: 594 mm

370 mm

The Citizens Information Board is the statutory body which supports the provision of information, advice and advocacy on the broad range of social and civil services to the public. It provides the Citizens Information website and supports the voluntary network of Citizens Information Services and the Citizens Information Phone Service.

Head Office

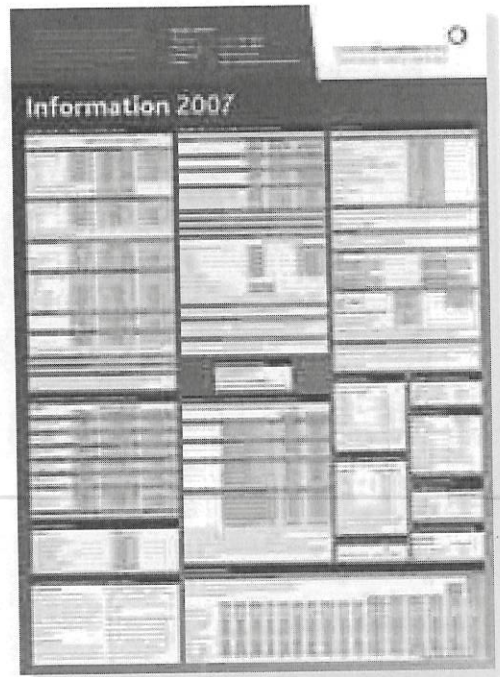
7th Floor t: +353 1 605 9000
Hume House f: +353 1 605 9099
Ballsbridge e: info@ciboard.ie
Dublin 4 w: www.citizensinformationboard.ie

Information 2007

840 mm

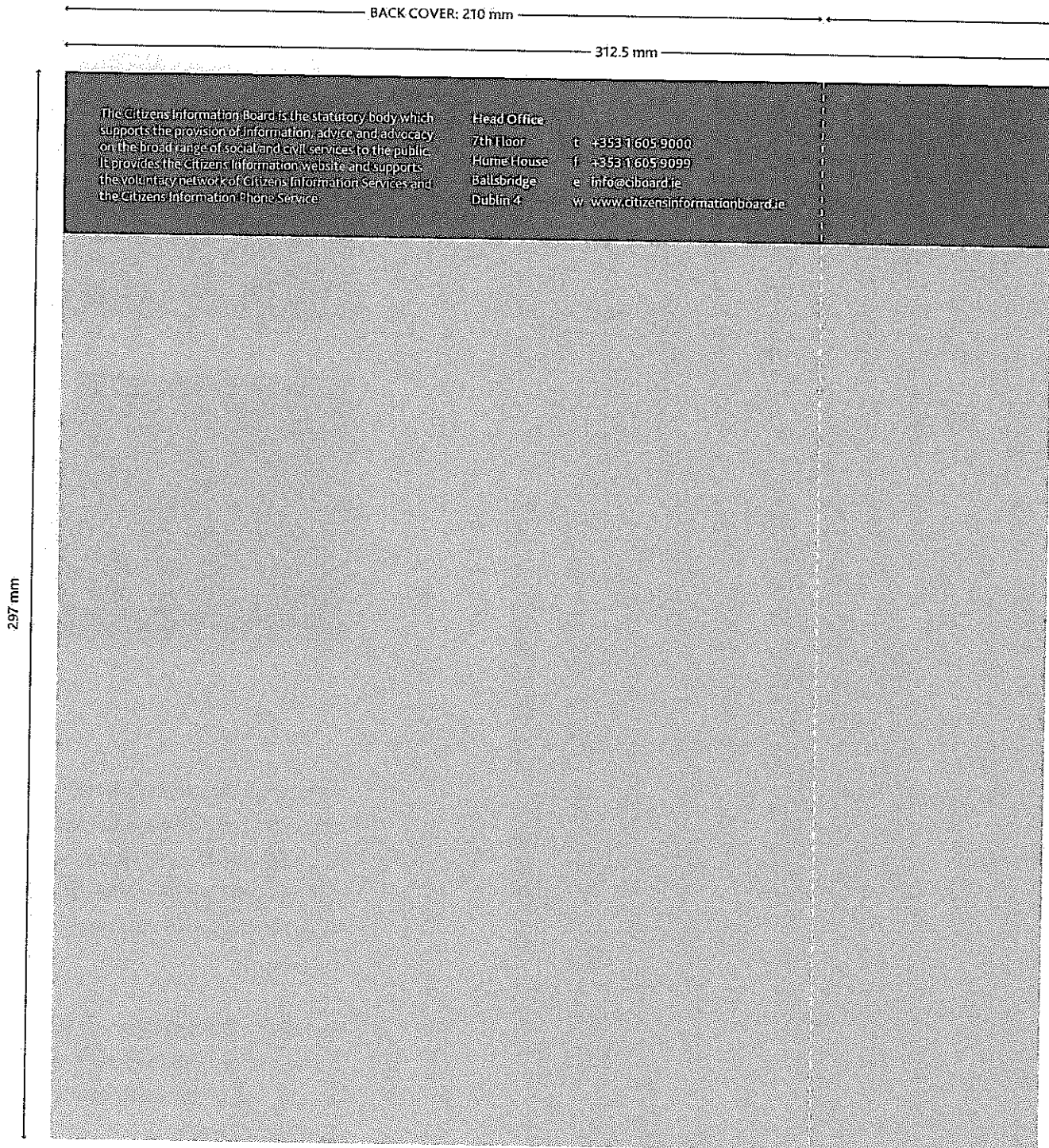
224 mm

Citizens **Information** Board
information · advice · advocacy



On the left is a scaled-down version of the top of the A2 banner template which is to be applied in conjunction with content to all A2 Citizens Information Board documents.

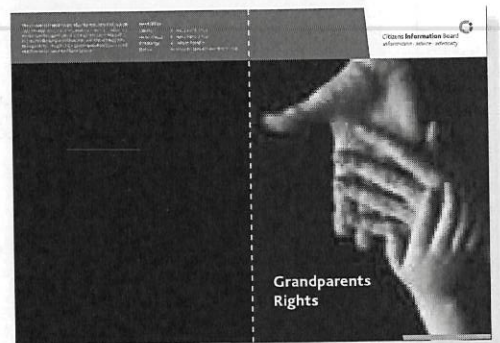
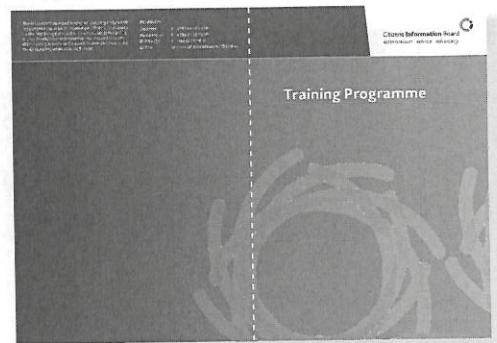
A4 Banner Template



FRONT COVER: 210 mm

107.5 mm

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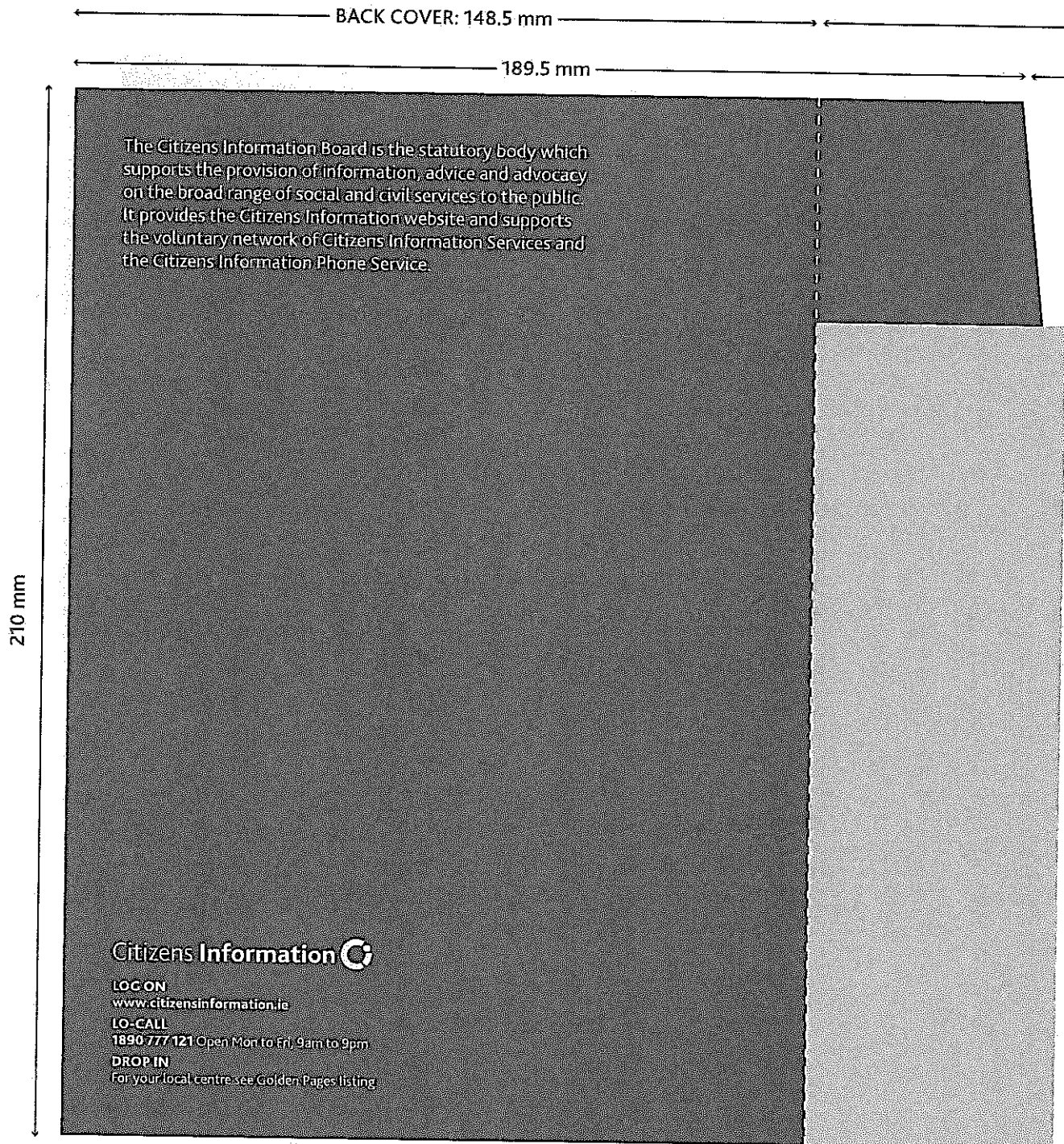


75 mm

On the left is a scaled-down version of the A4 banner template which is to be applied in conjunction with a suitable photograph or illustration to all A4 Citizens Information Board documents.

Above are two examples of the A4 banner template applied to two existing A4 Citizens Information Board documents.

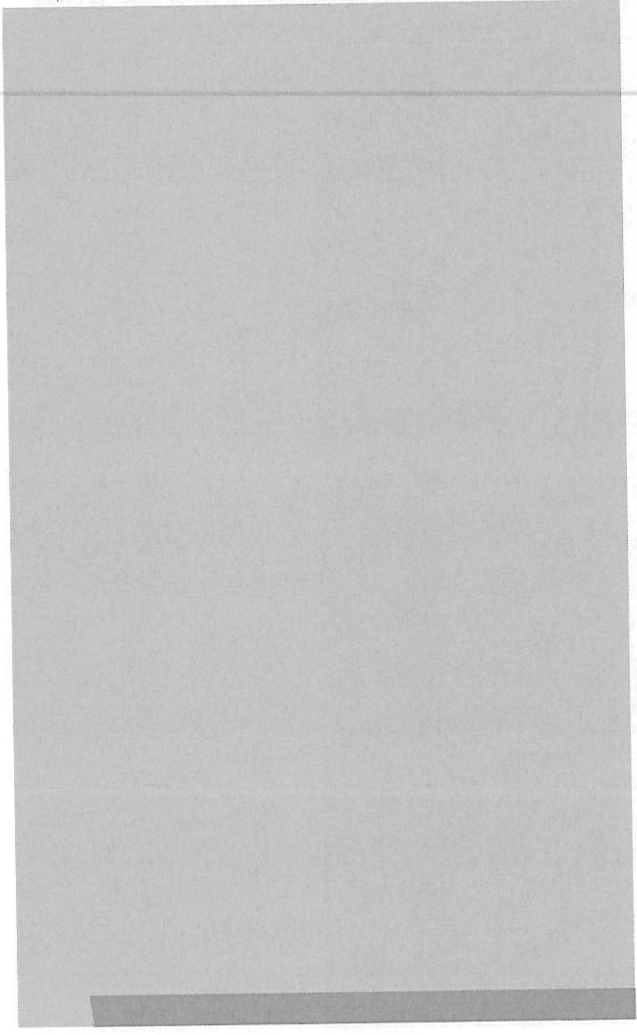
A5 Banner Template



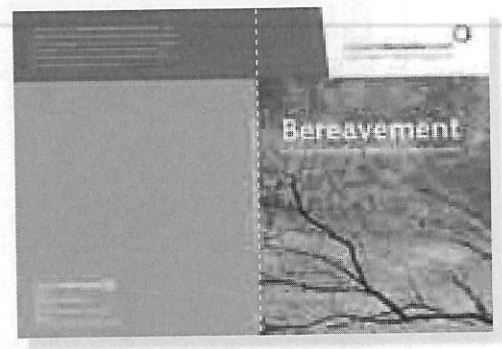
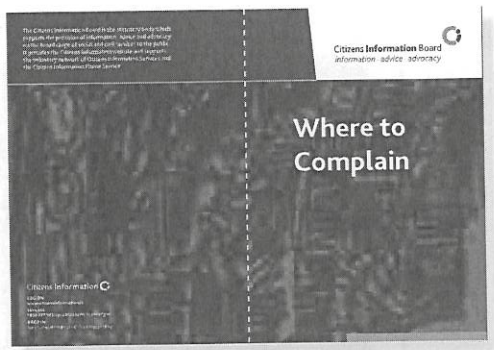
- FRONT COVER: 148.5 mm →

→ 107.5 mm

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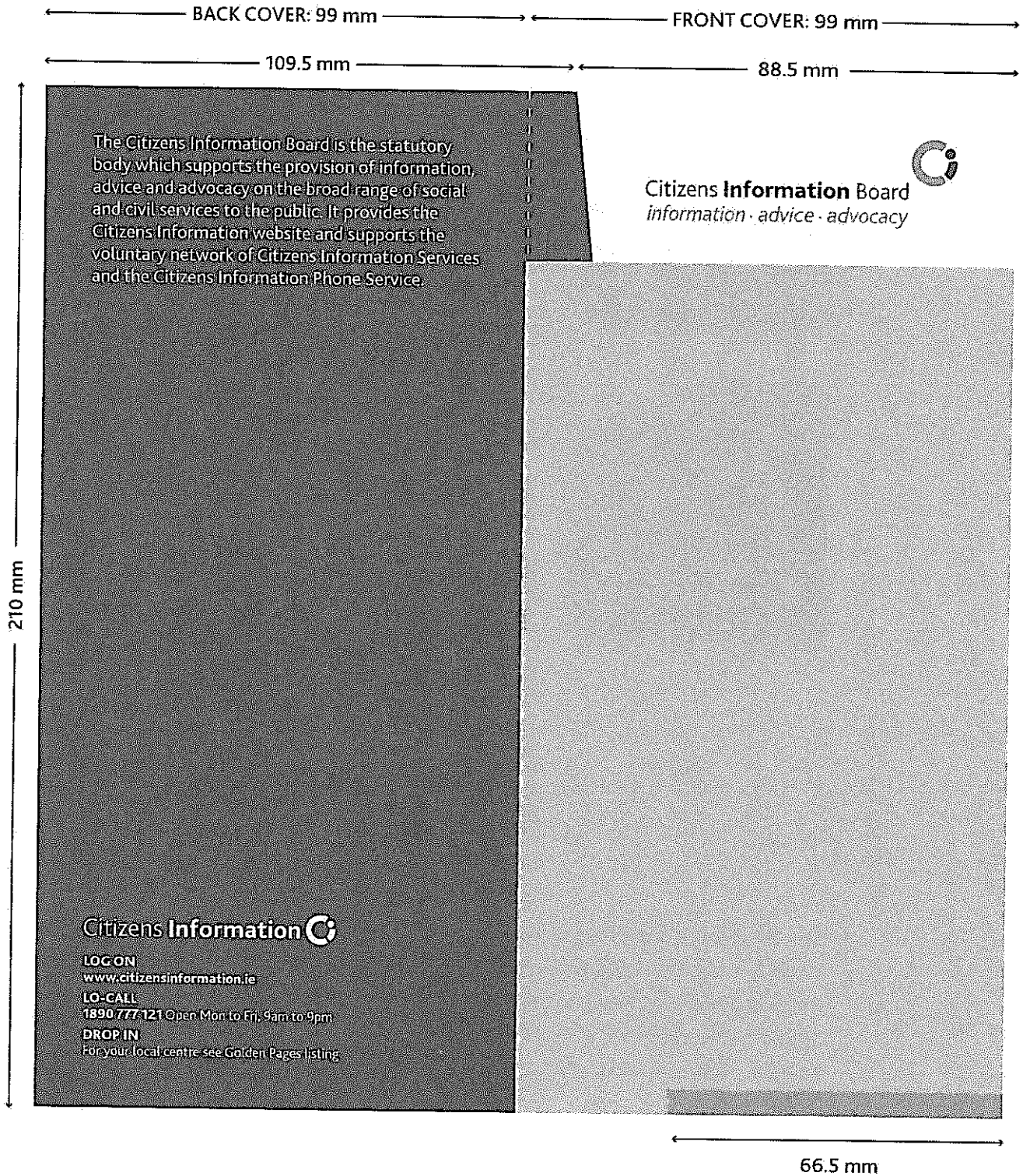
← 84.5 mm →

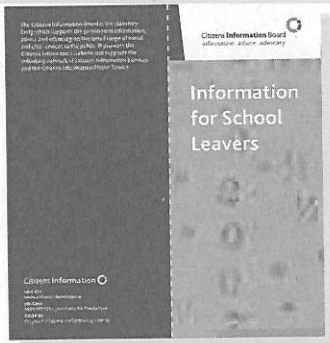
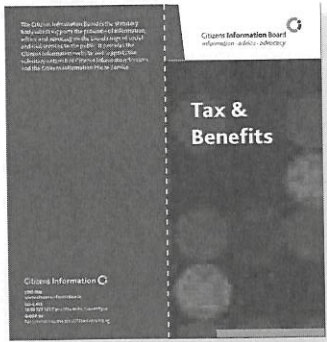


On the left is a scaled-down version of the A5 banner template which is to be applied in conjunction with a suitable photograph or illustration to all A5 Citizens Information Board documents.

Above are two examples of the A5 banner template applied to two existing A5 Citizens Information Board documents.

DL Banner Template





On the left is a scaled-down version of the DL banner template which is to be applied in conjunction with a suitable photograph or illustration to all DL Citizens Information Board documents.

Stationery

Hume House
Ballsbridge
Dublin 4
T: 353 1 605 9000
F: 353 1 605 9099
E: info@ciboard.ie
W: www.citizensinformationboard.ie


Citizens Information Board
Information · advice · advocacy

Hume House
Ballsbridge
Dublin 4

T. 353 1 605 9000
F. 353 1 605 9099
E. info@ciboard.ie
W. www.citizensinformationboard.ie


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Hume House, Ballsbridge, Dublin 4
T. 353 1 605 9000 F. 353 1 605 9099 E. info@ciboard.ie

www.citizensinformationboard.ie


Citizens Information Board
information · advice · advocacy

A. N. Other
Job Title

191-193 North Circular Road, Dublin 7
T. 353 1 824 5214 F. 353 1 824 5201
M. 353 87 6549210 E. a.n.other@ciboard.ie

www.citizensinformationboard.ie

These are examples of the Citizens Information Board stationery including the letterhead and compliment slip as well as both the generic and personalised business cards.

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SCHEDULE 13

ECMS

The document may be amended, revised, replaced and updated from time to time by the CIB. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.



NAS ECMS
Policy.docx



NAS ECMS Policy

What is ECMS?

The Electronic Case Management System (ECMS) is used by NAS to record advocacy casework. The system is provided by CIB who act as administrators and use it for reporting on advocacy statistics. The system can only be accessed internally on-site at <http://nas.advocacy.ie> or with a VPN connection.

ECMS Permissions

There are six different access/permission levels on ECMS:

- **Initial Enquiry access** – can access the Initial Enquiry for their service area only. Advocates and Administrators may be given this access.
- **Caseworker access** – can access Initial Enquiries for their service area and their own cases. Advocates, Senior Advocates and Regional Managers may be given this access.
- **Line Manager access** – can access everything in their service area. For Senior Advocates and Regional Managers.
- **NAS National Manager access** – can access all initial enquiries and cases in all regions. For NAS National Office staff.
- **CIB reporting access** – can only access national reports/statistics. For CIB and NAS National Office staff.
- **Administrator access** – can only access the Admin panel for users management. For CIB staff only.

Password Requirements

The password requirements for ECMS have been aligned with standard good practices:

- Must be **8 characters** in length
- Must have **at least one letter**
- Must have **at least one number**
- Must have **at least one non alpha-numeric character**
- Must be **changed at least every 60 days**
- Password history: **24 previous passwords** – this means you must choose 24 unique passwords before you can use an old one
- Password threshold: **5 attempts to login** before account lockout
- Lockout duration: Lockout until **Administrator reset** only*

*Locked out of your account? Contact ECMS@ciboard.ie



Resetting Passwords

- Passwords can be reset by using the “Forgotten Password” link on the login screen.
- If there are issues resetting your password this way, Line Managers can manually reset passwords using the Admin panel.
- If a Line Manager is unable to reset a password, the staff member should contact ECMS@ciboard.ie. This request must come from the user or their line manager.

Requesting New Users

New users can only be set up on ECMS with **Line Manager approval**. Line Managers should request new users to be set up on ECMS by contacting ECMS@ciboard.ie with the name, work e-mail address (if they have one), and permissions required. Any change in a user’s permissions must be requested by their Line Manager.

Keeping Users Up-to-Date & Revoking Access

When a staff member leaves the company, Line Managers are required to inform the ECMS Administrator to revoke access to their ECMS account if they have one.

Line Managers should inform ECMS@ciboard.ie of any accounts that need to be revoked **within one week** of them leaving the company.

Issues or Anomalies

If there are concerns about a staff member accessing the system as a result of disciplinary action or any other reason, the Regional Manager will inform the CIB Advocacy Manager (naomi.selim@ciboard.ie) of the need to restrict access/permissions.

Any data or access anomalies found by CIB will be reported to the NAS National Office.

SCHEDULE 14

PR Guidelines for Funded Services

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PR Guidelines for
Funded Services (14)

PR Guidelines for Funded Services

These guidelines provide advice on dealing with the media, whether arising from planned PR activities or in response to approaches by journalists or media outlets.

All services should nominate an agreed spokesperson(s) who has authority to speak on behalf of the organisation and provide CIB with this information.

Planned Activities

In some instances, services may wish to promote their activities or achievements as part of a planned public relations strategy, in such situations, the following must be adhered to;

- CIB Service Delivery Executive made aware of any planned press release or invitations to the media at an early stage.
- CIB PR and Promotions Executive provided with a copy of proposed press release for comment in advance.
- CIB provided with any printed/online material once published.

Unplanned Media Attention

CIB recognise that there may be occasions where funded services are approached by the media without having instigated contact themselves.

Journalists are always obliged to identify themselves as such under the NUJ Code of Ethics and in almost all cases will do so. Staff should remember that anything they do say to a journalist can be used and quoted and the staff member can even be named.

In this instance, the following protocols should be adhered to:

- All media queries, including requests to take photographs or film should be referred to the Manager of the Company.
- All statements to be issued publicly should be cleared by the CIB Service Delivery Executive or CIB PR and Promotions Executive in advance of being given.
- Any knowledge of journalistic activity concerning the service should be passed onto the CIB Service Delivery Executive.
- Any development which is certain to arouse significant media interest (positive or negative) should be notified to the CIB Service Delivery Executive.
- CIB must be informed of any filming or photographs on Company premises.

The following principles must be adhered to;

- Client confidentiality is protected at all times
- All information is accurate and up to date
- Each query is dealt with promptly
- Responses are reviewed by CIB

Media Interviews

Interviews should only be undertaken by the designated spokesperson. This protects members of staff from being forced to make immediate comment and it also enables a consistent and clear approach to be adopted.

At times, members of staff may speak with the media as representatives of their professional association or trade union. This is acceptable but staff speaking in such a capacity must always ensure that such interviews and their comments are being made in the context of their association or union and are not representative of the Company. Such interviews cannot take place on Company sites. Such interviews must also not breach client or work confidentiality.

Social Media

Staff are asked to act responsibly with any company information shared through social media. Where a company has a social media account they must provide CIB with the details of it and ensure that only authorised people post to it. Please check with your senior management regarding your authority to post on social media. Staff who use **personal accounts** to promote company business or to make comment on company business should also have the authority to do so. A social media policy for CIB and its funded services is currently being developed and you will be supplied with a copy as soon as it is available.

Checklist

When responding to a press query please use the following checklist:

- Take the journalist's name and organisation
- Establish the deadline
- Establish exactly what information the journalist is seeking
- Contact CIB Service Delivery Executive to make them aware
- Create a response, share with CIB PR and Promotions Executive for approval

Status:

1 NAS Policy Statement on Media Relations

1.1 This policy recognises the important role of the media in influencing public policy with the potential to improve the lives of people with disabilities. It is the aim of NAS and CIB to work with the media to develop a positive public image and a clear understanding of the work of the National Advocacy Service ensuring that the person with disability using the service is central, that the language used and attitudes projected are in line with agreed Advocacy Policy and that fairness, equality, confidentiality and consent are maintained at all times. Because the audience is multiplied through the media, the reputational risk to the individual staff member engaging with the media and to the organisation is multiplied accordingly. Therefore, structures and procedures are required to ensure the integrity of the process, to support the NAS Board and NAS staff in collaboration with CIB when engaging with the media and to protect the reputation of the services at local and national level.

1.2 It is NAS's objective to be open and transparent and to build and protect the reputation of NAS and CIB, locally and nationally in the media and with external audiences and partner organisations.

1.3 The purpose of this policy is to:

- Ensure that people with disabilities using the service are central to decisions made
- Provide a consistent, planned approach to liaison between NAS, CIB and the media
- Maximise opportunities to project a positive image of the service
- Minimise the threat to the organisations' reputations
- Ensure the targeted nature of the service is understood

- Ensure that NAS in consultation with CIB are able to respond to media opportunities and issues in a timely, appropriate and effective manner.

1.4 The 'media' includes local and national newspapers and other publications, radio and television, electronic communications such as the Internet and other social media, public presentations and briefings given to those who may place the information in the public domain.

1.5 This policy and related guidelines apply to staff of NAS, NAS Board and to CIB staff.

2 Broad Operational Guidelines for Media Interaction

Three categories of media interaction

2.1 In the interests of cohesiveness and uniformity NAS staff should follow the NAS identity guidelines, utilise agreed descriptor and aims, vision and mission statement where appropriate and to acknowledge the support of the CIB.

2.2 Information must be provided in a neutral and apolitical fashion and without personal commentary.

2.3 The chairman (CIB) and chief executive (CIB), and CIB or NAS staff members designated by the chief executive, are the only media spokespersons authorised to speak on behalf of CIB and NAS on policy issues or issues that have policy implications.

Handling Media Enquiries

2.4 **Local*** media enquiries should be handled by the relevant NAS Manager with the support of the CIB PR Executive, if required. As much information should be obtained

from the journalist in advance, particularly the media outlet, contact points, content of enquiry and deadlines. When the information in the proposed response is accurate and free from opinion, the manager can decide who should directly answer the enquiry.

* When considering what is 'local' account should be taken of where the information will eventually appear, and not from where the media enquiry is emanating: for example, an enquiry from a journalist to his/her local NAS service would not be regarded as a 'local media enquiry' if the journalist intended providing the information to a national media outlet. If in doubt, contact the National NAS Manager or CIB PR Executive.

2.5 NAS staff should immediately refer all enquiries from **national** media to their manager who will liaise with the National NAS Manager and CIB PR Executive. The NAS National Manager should keep Chair informed in line with media protocols.

Nominated Media Spokespersons

2.6 The National Manager and the four NAS managers are 'nominated media spokespersons' for NAS. NAS may decide to encourage and develop others who may have media talent to take on media roles as the service develops.

2.7 'Nominated media spokespersons' have a responsibility inherent in their positions as representatives of NAS that must always be taken into account including accuracy, fairness, equality, political neutrality, confidentiality and consent.

2.8 Nominated media spokespersons should keep the National NAS Manager and CIB PR Executive fully informed on issues arising in media engagement, particularly broadcast media, to enable both to alert the services when issues are highlighted so that they can anticipate a spike in enquiries and understand the context.

Consent and Confidentiality

2.9 All NAS employees and members of the NAS Board and CIB staff have a duty to protect client confidentiality. Any media engagement should never lead to the identification of a client without their consent.

Major Incidents and Reputational Risk Situations

2.10 The NAS National Manager in consultation with CIB has separate arrangements for handling the media in major incidents or where the reputation of the service(s) is threatened. The NAS National Manager and the CIB PR Executive or a member of the CIB senior management team should be contacted immediately if any staff member becomes aware of a major incident or a situation that involves a reputational risk for the services.

Media as a partner

2.11 Local offices are encouraged to develop local media partnerships. The PR Executive is available to support and advise and regional and central forums should be used to share experiences and opportunities.

2.12 The PR Executive should always be centrally involved in the development of media partnerships at national level and be aware of and support media engagement at local level.

3 Guidelines for the Individual

Individuals are expected to adhere to the guidelines set out above. In practical terms this means that:

- The benefit to the person using the service, their dignity and interests are central to any decisions taken to engage with the media

- the policy of accuracy, fairness, equality, confidentiality and consent are maintained at all times;
- when dealing with the media on behalf of the service, it must be always remembered that one is doing so as a representative of the service and not as a private individual: personal opinion, anecdotal evidence, extraneous commentary should be avoided at all times;
- interviewees should behave as representatives of the service as a whole;
- undue associations with any other organisation or issue must be avoided: for example, the wearing of any emblems/badges that are highly politicised would diminish the impartiality of the service;
- if an individual is commenting in a personal or professional capacity on a matter that is unrelated to the service, then they are free to act as an individual within the normal bounds of media regulation: however, they must ensure that nothing in their behaviour or presentation will link them to NAS: (e.g. they must not use a NAS address, mention their role in NAS, film in a NAS office); they must also ensure that there is no conflict between their availability for a media engagement and their availability to do their job (if time-off is required, this must be arranged in advance through the appropriate management/governance structure);
- if conflicts of interest should arise, or if there are situations where a representative of NAS or CIB could be or be seen to be gaining financially or politically (or otherwise) from their role as 'spokesperson', these should be addressed with CIB in advance of media participation;

- situations will arise where it may be beneficial for an individual acting in their private capacity to be publicly associated with the services, effectively ‘spring boarding’ from their association with the services: these situations should be discussed in advance with the NAS National Manager and CIB to ensure conflicts of interest do not arise: each situation should be addressed in its own right to ensure that the reputation of the services is neither diminished nor exploited.

4 The Role of CIB

4.1 As part of this policy in encouraging media engagement, CIB will support NAS by:

- working together to agree an approach, particularly when ethical issues arise
-
- facilitating their availability
 - providing advice, coaching and training;
 - providing constructive feedback;
 - and accepting that media engagement is not an outcome-guaranteed environment.

5. Advocating to the Media on behalf of a Person with Disability

Situations may arise where a person with disability requests an advocate to speak to the media on their behalf. This may be for a number of reasons.

5.1 Where the request is to support the person to explain about their life and how the advocacy work has made changes to their circumstances and improved the quality of their life. In this case the advocate will support the person to present their story.

5.2 In some situations the person with disability may ask the advocate to speak to the media where advocacy has not been successful.

In this situation the advocate will:

- Explain to the person that he/she has tried every avenue available to resolve the issue and that an approach to the media by the advocate is not an option.
- Explain to the person the agreed process for reporting social policy issues and influencing policy change at local and national level

5.3 In other cases a NAS advocate may observe a situation where abuses and bad practices are not being addressed at local level. In these cases the advocate will:

- Immediately inform their Manager
- The NAS Regional Manager will inform The NAS National Manager. A number of approaches will be considered depending on the severity of the situation
- The NAS National Manager will inform CIB
- The NAS National Manager will bring the incident to the attention of the NAS Board.
- NAS will inform HIQA
- In some cases where the situation is grave and the risk to people with disabilities is perceived as high, the NAS Board in consultation with CIB will bring the case to the highest appropriate authority .

