



## **Human resources policy and Employee Handbook**

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Republic of Ireland

# Introduction

Welcome to Aidlink.

The focus of our work is to support basic needs programmes – water & sanitation, education, food security and healthcare. We are committed to the partnership approach and work with local organisations in each of our three priority countries.

Aidlink is committed to policies and practices that provide equality of opportunity, protect the health, safety and dignity of employees and promote respect for others in the workplace.

The employee policies in this book describe the rights and the responsibilities of employees in Aidlink. It details how you may expect to be treated as an employee, and the behaviours for you to display to make a positive contribution to Aidlink.

The terms and conditions that constitute your contract of employment have already been presented to you. The set of employee policies in this handbook provides further details on the conditions of your employment, and forms part of the terms and conditions of your employment. All employees are required to take personal and individual responsibility to comply with the policies in this handbook, and any others of which you are informed. You are expected to behave in a safe manner and non-discriminatory way, not to participate in any acts of inappropriate behaviour and to perform to the appropriate standard.

From time to time it may be necessary to revise and alter the contents of this Handbook in line with legal requirements or Aidlink practices. These changes will be notified to you. In the event of any ambiguity or doubt as to the meaning of any statement on this handbook, a ruling given by the Executive Director will be conclusive.

We wish you well during your employment with us and look forward to working with you.

Yours sincerely

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Executive Director

# Contents

<b>Introduction</b> .....	<b>2</b>
<b>Contents</b> .....	<b>3</b>
<b>Section 1 - Recruitment and Selection</b> .....	<b>4</b>
Recruitment and Selection.....	4
Reference Checking .....	5
Employment of Foreign Nationals.....	5
<b>Section 2 - Conditions of Employment</b> .....	<b>6</b>
Terms and Conditions of Employment .....	6
Annual Leave .....	6
Public Holidays .....	7
Working Hours and Time Keeping .....	7
Expenses.....	8
Short-time Working, Temporary Layoff .....	8
<b>Section 3 - Code of Conduct</b> .....	<b>10</b>
Ethics and Protection.....	10
<b>Section 4 - Compensation and Benefits</b> .....	<b>11</b>
Payroll .....	11
Personal Retirement Savings Account (PRSA) .....	11
Part-time Working.....	11
Salary Reviews.....	12
Training & Development Policy .....	12
<b>Section 5 - Leave of Absence</b> .....	<b>13</b>
Absence Management and Sick Leave .....	13
Sick Pay .....	14
Force Majeure Leave .....	14
Jury Service.....	15
Maternity Leave.....	15
Adoptive Leave .....	18
Parental Leave.....	18
Medical Appointments .....	19
Compassionate & Special Leave .....	19
<b>Section 6 - Dignity and Respect</b> .....	<b>20</b>
Equal Opportunities Policy .....	20
Dignity and Respect at Work .....	20
Complaints Procedure .....	23
<b>Section 7 - Performance Management</b> .....	<b>27</b>
Performance Management.....	27
Disciplinary Policy .....	27
Disciplinary Procedure.....	27
Grievance Policy and Procedure .....	30
<b>Section 8 - Communications and Consultation</b> .....	<b>31</b>
Electronic Communications and IT.....	31
Safe Driving Policy .....	33
<b>Section 10 - General Aidlink Information</b> .....	<b>35</b>
Personal Property .....	35
Aidlink Property.....	35
General Housekeeping.....	35
<b>Section 11 - Termination of Employment</b> .....	<b>36</b>
Termination of Employment .....	36
Redundancy Policy.....	36

# Section 1 - Recruitment and Selection

## Recruitment and Selection

Aidlink is an equal opportunity employer and we appoint individuals solely on the basis of their suitability and future potential for the job. We recognise that our organisation's performance and success is dependent on appointing and retaining the most suitably qualified candidate for every position, taking account of education, experience, past performance and expertise.

We are committed to equality of opportunity and operate our recruitment and selection process in full compliance with all legal requirements. At all times, applicants will be treated in a fair and consistent manner, and discrimination will not be tolerated in respect of age, gender, race, disability, family status, marital status, religion, sexual orientation or membership of the Traveller community.

### Job Requirements

When specifying job requirements, only criteria such as qualifications or experience essential to the performance of the role will be used to assess suitability for a position. No position will be classified by reference to gender, marital or family status, sexual orientation, religious belief, age, disability, race or membership of the traveller community.

Job descriptions will be reviewed as and when required, and where a vacancy arises, a review of the job description will be conducted before any recruitment can commence.

### Advertising

Advertising of all positions will be carried out both internally and externally. All employees (including fixed-term employees) will be notified of any permanent positions that arise during their employment. All suitably qualified employees are entitled to apply for any open vacancy within Aidlink.

### Interviewing

The interviewing process will be carried out in the following way:

- No assumptions will be made on the grounds of gender, marital status, family status, sexual orientation, religious belief, age, disability, race or membership of the traveller community;
- Questions will relate to the requirements of the job as established in the Job Description and the Person Specification;
- Applicants will be assessed at the end of the interview process against pre-defined criteria;
- Records of the interview process will be retained for a period of one year, including questions asked, answers given, any interview notes, and any interview evaluation forms for all candidates.

### Selection

All recruitment and selection/promotion decisions will be made solely on merit and will be based on objective, non-discriminatory work related criteria.

### Induction

A smooth and systematic orientation of new employees leads to a more positive integration into Aidlink. When a new employee joins Aidlink, they will immediately undergo induction training that will include details of their job responsibilities, work and safety instructions, dignity and respect, grievance and disciplinary procedures and general work guidelines about how Aidlink operates.

## **Reference Checking**

It is the policy of the organisation to collect at least one references for prospective employees after interviews have been held, and before making an appointment. Ideally, the references will be from the current/previous employer, and another employer. Where a candidate is unable to provide two employment-related referees, the organisation will, depending on circumstances, consider alternative references for the candidate, such as an academic reference, a character reference etc..

Permission will be sought from the candidate prior to any referee being contacted.

Aidlink will accept written references or will contact referees over the telephone, as appropriate.

If an unsatisfactory reference is received for a candidate, Aidlink reserve the right to withdraw the offer of employment and not proceed with an application.

### *Academic/Professional Qualification Verification*

Education of professional qualifications will be sought where these are considered necessary and will be recognised and valued appropriately.

## **Employment of Foreign Nationals**

In order to meet our obligations under the Employment Permits Acts, 2003 and 2006, we will need to ask all prospective employees if they are legally entitled to work in the Republic of Ireland. Aidlink will only employ workers who are legally entitled to work in Ireland, and all relevant foreign nationals will have to obtain appropriate employment permits as required by the Employment Permits Acts.

## **Section 2 - Conditions of Employment**

### **Terms and Conditions of Employment**

The terms and conditions that make up your contractual arrangements with Aidlink are detailed in your:

- Contract of Employment
- Employee Handbook

Given the nature of the ever-changing environment within which Aidlink operates, and the likelihood of changes to employment legislation and practices, alterations to Aidlink policies may occur which could affect terms and conditions of employment. Aidlink, therefore, reserves the right to alter or modify terms and conditions. Such changes will, at all times, be covered by employment law and, following consultation, will be notified to employees within legal requirements.

### **Annual Leave**

Aidlink recognises that employees need time for rest and relaxation, outside of work and are committed to meeting our legal obligations in this area. Our annual leave year extends from 1st January to 31st December each year.

Aidlink grants 20 days holidays to full-time employees. Employees who join during the holiday year will receive a pro-rata holiday entitlement for the first year. Part-time, temporary and fixed term employees will have their annual leave entitlement calculated on a pro-rata basis with reference to the number of hours worked.

Applications for annual leave must be made in writing to the Executive Director. In general, the more notice provided for a request, the greater the likelihood that the request will be accommodated. However, the decision to grant a request for annual leave will be at the discretion of the Executive Director who will make the decision based on ensuring that adequate staffing levels are maintained and that Aidlink is not left under resourced to an unreasonable extent. You should not book or arrange any holiday plans without first getting confirmation that your annual leave request has been granted.

It is Aidlink policy that all holiday entitlements **MUST** be taken in the leave year in which they fall due. A maximum of three days may be carried forward from one leave year to the next, only in special circumstances and with the prior written agreement from the Executive Director. An employee cannot forego any period of annual leave and be paid salary in lieu, except in the case of termination of employment.

#### **Sickness during holidays**

Any day of sickness covered by a medical certificate, which falls within the normal holiday period (excluding public holidays), is not counted as part of holiday leave. If you are medically certified as sick during a period of annual leave, you must inform the Executive Director immediately. On return to work you must provide a medical certificate that outlines the dates of illness.

#### **Arrangements on Termination of Employment**

When an employee is leaving Aidlink, any annual leave accrued but not taken will be included in the final pay. Aidlink reserve the right to request that an exiting employee use up any untaken annual leave during their notice period. When an employee is leaving, and the paid annual leave taken exceeds the paid annual leave accrued as

at the date of termination, Aidlink will deduct the excess holiday pay from their final pay.

### **Restrictions on Pattern of Annual Leave**

Aidlink's office is closed on the business days that fall between 27<sup>th</sup> December and 1<sup>st</sup> January each year. Each employee is required to reserve three days of their annual leave entitlement to cover this shut down period.

## **Public Holidays**

All employees are entitled to the benefit of nine public holidays in line with current practice and government regulations. These are:

- New Year's Day (1 January)
- St. Patrick's Day (17 March)
- Easter Monday
- First Monday in May
- First Monday in June
- First Monday in August
- Last Monday in October
- Christmas Day (25 December)
- St. Stephen's Day (26 December)

Please note that Good Friday and Christmas Eve are not public holidays and are considered normal working days.

Part time employees will receive a pro rata benefit for a public holiday provided they have worked for at least 40 hours in the preceding five weeks up to the day before the public holiday.

In the event that an employee is required to work on a public holiday, the following will apply:

- The employee will be given a minimum of two weeks' notice of Aidlink's requirements to work the public holiday
- The employee will be provided with an extra day of paid leave in lieu of the public holiday.

## **Working Hours and Time Keeping**

The purpose of our working time policy is to communicate Aidlink's commitment to the health, safety and welfare of all employees regarding their working time.

### **Working hours**

Normal weekly working hours are from 9am to 5.30pm from Monday to Friday including one unpaid hour for lunch totalling 37.5 hours per week.

As per each employee's contract of employment, from time to time there will be a need for you to be flexible in your hours of work. Each employee must be prepared to allocate any additional time necessary to fulfil their role, meet deadlines and complete any tasks reasonably requested at the discretion of Aidlink. In the event that employees are required to work extra hours, every effort will be made to ensure that they are given prior notice as soon as possible to enable them to work. Employees will not receive additional compensation for work performed outside of the standard working week. Salaries are reflective of this need. However, exceptional efforts are noted and duly recognised.

**Rest breaks**

Will be given in line with the organisation of working time act 1997

**Traveling for Aidlink**

Employees are expected to work weekends on occasion, in particular when travelling on Aidlink field visits.

Employees are expected to travel within and outside Ireland from time to time in the performance of their employment as requested. In particular, employees are expected to travel to countries in Africa as requested.

In addition to annual leave entitlements, employees are entitled to one additional paid day of leave for each completed period of seven consecutive days spent outside of Ireland in relation to a trip on Aidlink business to Africa, up to a maximum of four such days of leave per annum. These days of travel leave can only be taken commencing on the business day immediately following the return of the employee to Ireland.

**Time keeping**

All employees are expected to be reliable and punctual in reporting for work. If a pattern of persistent poor time keeping emerges, the Executive Director will bring this to your attention and the issue may be dealt with under Aidlink's Disciplinary Procedure.

**Double Employment**

It is a condition of your employment that you do not work for, nor have any interest in any other company or business, nor undertake any other activity which might interfere with the proper performance of your duties or compete in any way with the activities of Aidlink without first obtaining, in writing, the consent of the Executive Director.

Where permission is granted there is a legal requirement for Aidlink to ensure that an employee working outside Aidlink in his/her own time does not exceed the maximum 48-hour average working week. Therefore, all employees are required to inform the Executive Director, in writing, should they currently, or intend in the future, to carry out a second job, stating the days/hours of work. Regular reports will be required thereafter.

## **Expenses**

Travel and subsistence expenses incurred in the performance of your duties will be fully reimbursed to you. Employees are required to have prior approval for all expenses in advance of incurring the expenditure. You must provide receipts with your claim for expenses. Unapproved expenses will not be paid under any circumstances. Claims for approved expenses must be submitted on a monthly basis.

Any overpayment of expenses by Aidlink will be corrected by a schedule of repayments that is agreed with the employee.

## **Short-time Working, Temporary Layoff**

Aidlink will endeavour to provide employees with on-going security of employment. However we recognise that on occasions, due to circumstances beyond our control, we may, temporarily, not have sufficient work to keep all staff employed. In such instances, Aidlink may lay employees off from work or reduce their working hours where, through circumstances beyond its control, it is unable to maintain employees in employment or full-time employment and this situation is only expected to be temporary.

Employees will receive as much notice as reasonably possible in the circumstances prior to such lay-off or short-time working. A protective notice letter will be issued to each employee.

Employees will not be paid during any lay-off period and will be paid only in respect of hours actually worked during periods of short-time working.

## **Section 3 - Code of Conduct**

### **Ethics and Protection**

Aidlink's Code of Conduct forms part of the terms and conditions of employment of each and every employee.

Aidlink requires all staff to display a primary duty of care to Aidlink in respect of business ethics and to protect confidential information. It is the policy of Aidlink to consistently conduct its activities with honesty and integrity and in compliance with all legal and ethical standards, together with established Aidlink policies. Each employee is also required to conform to a high standard of ethics in relation to Aidlink activities.

Aidlink is committed to policies and practices that provide equality of opportunity for all, protect the dignity of employees and promote respect for others at work. All employees are required to take personal and individual responsibility to comply with these policies and behave in a non-discriminatory way and not to participate in any acts of inappropriate behaviour, harassment or bullying. All employees must have due regard for the health and safety of themselves, their colleagues and Aidlink's workplace in general.

All employees are required to protect Aidlink confidential information and not disclose it to other parties. You may not remove any documents or items belonging to Aidlink or which contain any confidential information from Aidlink's premises at any time without proper advance authorisation.

Any employee who discloses confidential information whether while employed or after ceasing to be an employee, will be subject to disciplinary action (up to and including dismissal) and legal action, even if he/she does not actually benefit from the disclosed information.

Upon termination of employment, employees shall properly deliver up to Aidlink all manuals, employee handbook, letters, notes, notebooks, reports and all other materials of a secret or confidential nature or under the control of employees. They remain at all times the property of Aidlink.

Breaches of this Code of Conduct, other employee policies and procedures, and other Aidlink procedures will be regarded as a breach of discipline and will be dealt with in accordance with Aidlink's Disciplinary Procedure.

## **Section 4 - Compensation and Benefits**

### **Payroll**

All employees are paid monthly in arrears by credit transfer.

Aidlink is diligent in its efforts to consistently ensure the accuracy of employee pay. Any over-payment or under-payment must be immediately brought to the attention of the Executive Director. Deductions for overpayments will be made from subsequent salary payments once discovered, according to a pre-defined schedule.

### **Personal Retirement Savings Account (PRSA)**

All employees have the option to join the PRSA scheme at any time during their employment. You will be allowed access to the Aidlink nominated PRSA provider Bank of Ireland.

The Board of Aidlink may at its discretion approve separate pension arrangements for individual employees from time to time.

Aidlink will make the requested deductions from your pay, and submit these to the PRSA provider. Each payslip will provide you with details of the deductions made.

### **Part-time Working**

Aidlink is committed to the equal treatment of all employees and will therefore provide equal terms and conditions of employment to part-time employees, on a pro-rata basis, comparable with those offered to full-time employees. Requests for part-time working will be considered, and facilitated where feasible in line with Aidlink requirements.

Aidlink defines a part-time employee as an employee whose normal hours of work are less than the number of hours of work in Aidlink, namely 37.5 hours per week. A part-time employee will have his/her agreed contractual hours outlined in their contract of employment, and the following conditions will apply:

- Remuneration benefits will be pro-rated to those of an equivalent full-time employee, based on the number of contracted hours of a part-time employee.
- Salary increases will be administered similar to full-time employees, on a pro-rated basis.
- Part-time employees will have their annual leave entitlement calculated under Aidlink's annual leave policy, on a pro rata basis.
- Part-time employees who work a minimum of 40 hours during the 5 weeks preceding a public holiday will qualify for public holiday benefit. Where the employee's normal weekly hours require them to work on the day in which the public holiday falls, they will receive a normal day's pay. Part-time employees who are not due to work on the public holiday are entitled to the benefit of 1/5th of their normal weekly pay, or the equivalent in time off, to be agreed with the Executive Director.

Requests to return to full-time work will be accommodated where possible. However there is no automatic right to return to full time employment. If a part-time employee wishes to return to full-time employment, they must do so by applying for any other full-time positions advertised internally by the usual process or otherwise by request.

At all times, Aidlink reserves the right to revert the position to full-time where it deems fit, i.e., the arrangement no longer meets Aidlink's needs. Three months' notice will be given to the employees.

## **Salary Reviews**

Salaries are reviewed on an annual basis in November. To ensure salaries remain competitive, annual adjustments will be considered in the context of:

- sector developments;
- overall affordability, bearing in mind the impact of salary adjustments on the ratio of total administrative costs to total income;
- inflation levels;
- the annual performance review (as set out in section 13) of individual employees;
- similar roles in the sector.

Proposed salary levels for the current year shall be proposed by the HR Committee of the Board to the Board for approval in January of each year following the employee annual reviews.

All salaries must be approved by the Board and the Board is not bound to follow the proposals of the HR Committee.

The HR Committee may recommend, and the Board may approve in addition to basic salary a discretionary performance pay element for exceptional performance over the previous year, provided that such a payment is appropriate given the financial position of Aidlink. Such exceptional performance payments are at the absolute discretion of the Aidlink Board.

## **Training & Development Policy**

Aidlink's target is to dedicate, on average, a minimum of 2% of annual man days to training and development. Dependent on individual needs, in any given year some employees may receive less or more than 2% of their own individual annual man days.

Training & development includes the following categories:

- job specific;
- sector specific;
- management & leadership;
- personal & professional development;

Training & development needs can be delivered through a number of diverse mediums; the following list provides an example of potential methods:

- External courses;
- Internal courses;
- On-the-job training;
- Seminars and workshops;
- Team briefings;
- Post project evaluations;
- Research work.

Aidlink will financially commit to training on a case-by-case basis, and can only commit when funds are available, and when the potential expenditure does not present a threat to the ratio of total administrative costs to total income.

Depending on the nature of the course and the amount of funds provided, it may be necessary for the employee receiving financial support from Aidlink to sign a service agreement. This agreement will state that where an employee is in receipt of fees for a course undertaken, they must formally agree that they intend to remain in

employment with Aidlink for a minimum of 12 months after successful completion of the course. Should the employee choose to leave within this period, Aidlink is entitled to reimbursement in full of the fees paid. This repayment must be made on or before the employee's last day in employment.

Training days should be tracked by the Aidlink Administrator.

## **Section 5 - Leave of Absence**

### **Absence Management and Sick Leave**

It is a condition of employment with Aidlink that all employees satisfy their obligation under their contract of employment to attend work. Consistent regular attendance at work is required, and all employees will be held accountable for such.

In cases where an employee is consistently absent, absence shows an unacceptable pattern, notification requirements are not met and/or the employee fails to meet their contractual obligations, the disciplinary procedure will apply.

### **Reporting of Absences**

Any schedule sick leave should be notified to the Executive Director as soon as possible and in any event at least one week in advance.

If employees are unable to report for work due to illness they should personally notify the Executive Director by 9am on the first day of absence and indicate the likely duration of their absence. In the case of an ongoing illness in excess of one week, the employee must speak with the Executive Director by 9am on Monday of each week in which he/she is absent, advising that the absence is continuing and their likely return date.

### **Requirement for Medical Certification**

If the absence for scheduled or unscheduled sick leave continues for three or more working days the employee must provide the Executive Director with a medical certificate. The certificate must specify the nature of the illness and the likely duration of the absence. If the absence continues, the employee must thereafter supply medical certificates each week.

If Aidlink requests an employee to do so, he/she must provide a medical certificate for any absence regardless of duration. Should Aidlink ask an employee at any time request a report from a doctor or specialist nominated by Aidlink, he/she will attend that doctor or specialist for that purpose.

### **Return to Work**

Employees have a responsibility to ensure their return to work at the earliest date possible commensurate with good health and safety. Before returning to work from a sick leave absence of three days or more, an employee may be required to provide a certificate of Fitness to Work from their medical practitioner, confirming that he or she can safely return to work.

On the employee's return, he/she will be required to provide an explanation to the Executive Director of the reason for the absence.

## **Sick Pay**

Payment during periods of absence due to illness is at the discretion of Aidlink. In the event of habitual, intermittent or long-term absence (including, without limitation, an absence of three months), Aidlink will review an employee's employment which may result in the termination of employment.

### **Failure to Follow Sick Leave Procedures**

Where an individual fails to comply with the sick leave procedures or has an unsatisfactory absence record, he/she will be invited to a meeting with the Executive Director. Where abuses of the sick leave policy have been committed, Aidlink reserves the right to initiate disciplinary proceedings, up to and including dismissal.

## **Force Majeure Leave**

Aidlink will grant short-term paid leave to cover employees in times of an emergency due to illness or accident to an immediate family member and where the presence of the employee is required.

This *force majeure* leave is available in the event of the illness or injury to a partner, husband, wife, a parent or grandparent, brother or sister or a person to whom the

employee is parent, adoptive parent or is in *loco parentis*. This includes a person in a position of domestic dependency, including same-sex partners.

The maximum entitlement under *force majeure* leave is 3 days paid leave per year, subject to an overall maximum of 5 days paid leave in 3 years. Where an employee has to leave work during the day, regardless of the time of the day, it will be counted as a full day of *force majeure* leave and the employee must inform the Executive Director prior to departure.

In the event that the employee must be absent due to an illness or injury of a defined relative he/she must contact the Executive Director within 1 hour of normal start time on the first day of absence.

On returning to work the employee must immediately provide the Executive Director with a written report stating the dates of leave and a full explanation of why *force majeure* is being applied for. In order to be entitled to a period of *force majeure* leave the situation must be urgent, immediate and the employee's presence must be indispensable. The Executive Director will consider the application and the employee will be notified in writing as to whether the period of *force majeure* leave is approved. Please note that advance notice of a situation will not constitute an entitlement to *force majeure* leave, for example, to attend a doctor's appointment.

Employees found abusing their entitlement to *force majeure* leave will be subject to the disciplinary procedure.

## **Jury Service**

Aidlink facilitates employees to fulfil their civic responsibilities by serving jury duty when required. Paid leave of absence is granted where an employee is called for jury service.

Employees must show the jury duty summons to the Executive Director as soon as it is received, so that arrangements can be made to accommodate for the absence. They must also produce a Certificate of Attendance for each day of absence from work. Certificates of Attendance can be procured from the Clerk of the Court covering the period of jury service. While serving, if excused for a part of the day (four hours or more) the employee must report for work. If the employee is released from jury service he/she is expected to return to work immediately.

An employee may apply to the County Registrar to be excused from jury service, and should provide reasonable evidence of the grounds for their exemption. In the event of exceptional circumstances or immediate operational requirements, Aidlink may corroborate an employee's application to be excused.

Aidlink must be notified of any payments towards loss of earnings received in respect of jury service from the State. These will be deducted from the employee's earnings.

## **Maternity Leave**

Any female employee expecting a baby is entitled to a continuous period of maternity leave around the time of birth of the child. The employee is entitled to 26 weeks maternity leave. The employee will maintain all of her employee rights, other than remuneration, during the 26-week period, including the entitlement to annual leave and public holidays.

Once the pregnancy is confirmed the employee is required to advise Aidlink in writing as soon as possible and at least 4 weeks before the commencement of her maternity

leave. This notice must be accompanied by a Doctor's Certificate stating the expected date of birth. Of the 26-week period, at least 2 weeks must be taken before the expected date of birth, and at least 4 weeks after the birth.

The employee may also choose to take additional maternity leave at the end of the 26-week period, if she so wishes. The employee is entitled to up to 16 weeks additional maternity leave. The employee should apply in writing for this leave at least 4 weeks before the ordinary maternity leave expires or before she goes on maternity leave. The employee will maintain all of her employee rights, other than remuneration, during the additional maternity leave, including the entitlement to annual leave and public holidays.

Employees must provide Aidlink with at least 4 weeks' notice of the employee's intention to return to work and planned date of return. When maternity leave ends, the employee will be entitled to return to her usual job so far as it is reasonably practical. However, if this is not possible the employee will be offered suitable alternative work.

An employee who is on maternity leave is normally entitled to payment from the Department of Social Community and Family Affairs for the 26 weeks maternity leave, depending on meeting certain PRSI eligibility criteria. Social Welfare benefits are not payable during the optional additional 16 weeks maternity leave.

#### **Antenatal and Postnatal Care**

An employee is entitled to paid leave for antenatal and postnatal care. This leave will be granted to expectant mothers and fathers, subject to the following;

- An expectant mother is entitled to paid time off to attend one set of ante-natal classes, except for the last three classes in a set. This is a once off entitlement.
- *Note: This entitlement does not apply in respect of the last three ante-natal classes in a set, for which unpaid leave or annual leave may be provided if they occur during normal working hours.*
- An expectant father is entitled to paid time off to attend the last two ante natal classes in a set of classes which the expectant mother is attending. This is a once off entitlement for fathers in relation to one birth only.

An employee will receive paid time off for any antenatal medical appointments before the birth and postnatal medical appointments for the first 14 weeks following the birth. An employee must give Aidlink two week's written notice of any appointment and must be able to produce a certificate/record that the visit took place. Aidlink requests that where possible, the appointments are at the beginning or at the end of the working day. If the appointment finishes during the working day, the employee is expected to return to work.

An employee, who is pregnant, has recently given birth or who is breastfeeding, will not be placed in any job that is a risk to her health and safety or that of her child. If such a risk does exist then Aidlink will remove the risk, re-assign the employee to other suitable employment or place the employee on health and safety leave, which will be paid for the first 21 days. Thereafter the employee will receive benefit from the Department of Social Community and Family Affairs.

#### **Postponement of Leave in the Event of the Hospitalisation of the Child**

If the child falls ill and is hospitalised, and the employee has availed of at least 14 weeks maternity leave with not less than 4 of those weeks being after the week of the birth, then she may apply to have the remaining maternity leave, and up to 16 weeks additional maternity leave, postponed until the child is released from hospital. The decision to allow this postponement lies entirely at the discretion of Aidlink.

The employee should request this postponement in writing directly to the Executive Director as soon as possible, with a letter confirming the hospitalisation of the child. Aidlink will respond to requests as soon as is reasonably practicable.

Where the postponement is granted, the employee will return to work on an agreed date. The maximum period of postponement of leave is six months from the date of postponement. The employee must provide a letter or appropriate document from the hospital or the child's GP confirming the date that the child was discharged from hospital, before resuming leave. Resumed leave must commence within seven days of the child's discharge from hospital.

### **Breastfeeding Arrangements**

An employee who is breastfeeding will be entitled to work breaks or a reduction in working hours equivalent to one (1) hour per day for the purposes of breastfeeding. Where suitable facilities are available in the workplace, this benefit will be through rest breaks, otherwise the employee can avail of a reduction in working hours. For the purposes of the 2004 Act "breastfeeding" means breastfeeding a child or expressing breast milk and feeding it to a child immediately or storing it for the purposes of feeding it to a child at a later time.

This entitlement may be availed of for up to 26 weeks after the date of birth of the child. Part time employees will be entitled to a pro-rata benefit to that provided to full-time employees.

To avail of this benefit, the employee must inform the Executive Director of the intention to avail of this work break / reduction in hours when advising Aidlink that she will be returning to work, i.e. not later than four weeks before the intended return to work date. The employee should include a copy of the child's birth certificate with such an application. The employee will remain on full pay during the period of breaks or when hours are reduced for breastfeeding purposes.

## **Adoptive Leave**

Aidlink will provide time off to employees who have adopted a child. Adopting mothers and sole male adopters are entitled to 24 weeks adoptive leave from the date of placement and up to an additional 16 weeks leave at the end of this 24 week period. The arrangements and notification periods for adoptive leave are the same as for maternity leave (see above).

### **Pre-adoption classes and meetings**

An employee is entitled to paid leave for pre-adoption classes or meetings which the employee is obliged to attend. This leave will be granted subject to the employee giving Aidlink two weeks' notice in writing, of the times and location of the classes and/or meetings. This written notification should be accompanied by an appointment card from the relevant body running the classes. These requirements may be waived in special circumstances where the failure to provide notification is not due to an employee's neglect.

## **Parental Leave**

Aidlink will provide parental leave to facilitate parents who require periods of short-term unpaid leave to take care of a child under 8 years of age, or older in specific circumstances.

Any full-time employee, who is a natural or adoptive parent, or in *loco parentis*, and has completed one year's continuous service, is entitled to 14 weeks unpaid leave per child, to enable him/her to take care of his/her child. All parents of children under eight years of age are eligible, as are parents of a disabled child under 16 years, and there is an extension if a child under 8 is adopted and is within 2 years of an adoption order.

The 14-week entitlement may be taken continuously or broken down into periods of a minimum of 6 weeks (optional on broken down into days, weeks or months), and each application will be dealt with on an individual basis. Part-time employees have a pro-rata entitlement, based on the number of hours worked.

Where an employee has less than 1 years' service and more than 3 months continuous service, and the child is about to go beyond the specified age limit, the parental leave entitlement is one week's unpaid leave for each month of continuous employment. Any period of probation, training or apprenticeship will be suspended while an employee is on parental leave, and will be completed on the employee's return.

All employment rights will be protected while on parental leave other than the right to remuneration. Annual leave and public holiday entitlements accrue while an employee is on parental leave. There is no Social Welfare support during periods of parental leave but an employee can apply for PRSI credits for any period of parental leave.

### **Applying for Parental Leave**

An employee must inform Aidlink in writing of their intention to take parental leave, not less than six weeks prior to the planned commencement of the leave, and attach a copy of the child's birth certificate. A Confirmation Document of Parental Leave will be issued for signing not less than 4 weeks before commencement of the parental leave. An employee may revoke their notice to parental leave prior to signing the Confirmation Document. A signed copy will be given to the employee and put on his/her file.

**Postponement**

Aidlink has the right to postpone the granting of parental leave for up to six months, if granting it at a certain time would have an adverse impact on the organisation. In such cases, Aidlink will consult with the employee so that a mutual alternative can be reached within 6 months, and should the child reach the age limit, this will not prevent the parent taking the leave at the future date.

**Return to Work**

At the end of the period of parental leave, the employee is entitled to return to their normal job under the same terms and conditions. If this is not feasible, suitable alternative employment will be provided.

**Abuse of Parental Leave**

If, at any stage, Aidlink suspects that parental leave is not being taken for the reason stated, written notification will be sent to the employee outlining Aidlink's concerns and requesting a reply within 7 days. Aidlink retains the right to terminate the parental leave if the employee is found to be in breach of the policy and the disciplinary procedure will apply.

**Medical Appointments**

With regard to personal appointments, wherever possible routine doctor, hospital, dentist, optician or other necessary medical appointments should be arranged outside working hours. If this is not possible every attempt should be made for the appointment to be at the beginning or end of your working day. Advance notification of such appointments should always be given, except in emergency situations.

**Compassionate & Special Leave**

Compassionate and special leave may be granted at the discretion of Aidlink for family bereavement, serious family illness or other extenuating circumstances.

## **Section 6 - Dignity and Respect**

### **Equal Opportunities Policy**

Aidlink will not tolerate discrimination, bullying, harassment, sexual harassment or any other inappropriate behaviour by one employee or group of employees against another or others for any reason.

Discrimination is defined as *the treatment of a person in a less favourable manner than another person is, has or would have been treated, on any of the nine grounds listed below*. Discrimination can also be taken to have occurred where a person is treated less favourably by virtue of their association with a person who is a member of one of these nine groups. Discrimination also occurs where one of the grounds is imputed to a person and the person is treated less favourably as a result. Employment practices, treatment of an employee or decisions regarding an employee will not be influenced or affected by an employee's:

- Gender;
- Marital Status;
- Family Status;
- Sexual Orientation;
- Religious belief or lack of religious belief;
- Age (16+);
- Disability or the nature of disability;
- Race, colour, nationality or ethnic or national origin;
- Membership of the Traveller community.

Aidlink is committed to promoting a positive and harmonious working environment where every employee is treated with respect and dignity, and in which no employee feels threatened or intimidated.

If an employee has any questions or concerns about any type of discrimination in the workplace, he/she should bring these issues to the attention of the Executive Director for resolution. Employees can raise concerns and make reports without fear of reprisal.

Employees should refer to Aidlink's Grievance Procedure if they believe they have been treated unfairly in the course of their employment. If an employee feels that he/she has been bullied or harassed, they should refer to Aidlink's Dignity and Respect at Work Policy, and the Complaints Procedure set out within.

All grievances or complaints will be handled sensitively and addressed as speedily as possible. They will be treated confidentially as far as practicable.

Any employee contravening this policy and unlawfully discriminating against another employee or potential employee, will render himself or herself liable for disciplinary action, up to and including dismissal. If an employee is found to have bullied, harassed or behaved inappropriately towards another employee, they may be subject to disciplinary action, up to and including dismissal.

### **Dignity and Respect at Work**

Aidlink is committed to providing a work environment which is free of harassment, bullying and any other inappropriate behaviour and will implement and promote measures to protect the dignity of employees and encourage respect for all in the workplace. A work environment free from harassment, sexual harassment, bullying, racism and disrespectful behaviour is to be achieved by clearly outlining what type of behaviour is not tolerated by Aidlink and prohibiting such behaviour. Furthermore,

should such behaviour occur, Aidlink will seek to prevent its recurrence by dealing effectively with any complaints lodged alleging such conduct.

This policy sets out a non-exhaustive list of behaviours that may constitute bullying, harassment or inappropriate behaviour, and the procedures available should an employee wish to make a complaint with regard to inappropriate conduct. The policy applies to all employees whether permanent or fixed-term, full-time or part-time, and irrespective of length of service. All employees must be aware of the effect their own behaviour may have on others. Everyone in Aidlink has a responsibility to prevent bullying and harassment and to report any instances that they are a party, or a witness to.

Bullying or harassment can involve employees in many different work situations and at all levels:

- Manager to employee;
- Employee to manager;
- One employee to another or group to group;

The policy applies to non-employees also such as agency workers, contractors, clients, suppliers and other service providers.

The policy extends to improper behaviour on Aidlink premises and anywhere else while on Aidlink business, and to work-related events including training, conferences and social events.

Any allegations of bullying, harassment or other inappropriate conduct will be taken seriously and dealt with in a sympathetic, efficient and effective manner. An individual will decide what behaviour is acceptable - not what the perpetrator, employer or another colleague finds acceptable.

Aidlink reserves the right to use the disciplinary procedure, up to and including dismissal, where a complaint of bullying or harassment is upheld.

### **Rights and Responsibilities**

Employees who feel that they are being bullied or harassed in any way in the workplace are encouraged to approach the Executive Director or if that is not appropriate, board member Gemma Grimes

Only if incidents are reported or observed can Aidlink ensure that action is taken to correct the situation. Aidlink reserves the right to take steps to prevent suspected bullying/harassment even if a complaint is not submitted.

An employee who makes a complaint, or is otherwise involved in an investigation, must not be victimised for doing so. If it is found that an employee is being victimised, the disciplinary procedure may be invoked.

Furthermore, if an employee is found to have made a malicious or vexatious complaint, the disciplinary procedure may be invoked.

An allegation of harassment or bullying remains an allegation until an investigation is completed. An employee against whom an allegation is made will be entitled to the same support from the organisation as the complainant. He/she will be entitled to a fair and impartial hearing, including the right to bring a representative and to challenge the claim.

If an allegation is upheld, disciplinary action may be taken against the perpetrator.

## **Harassment**

Harassment is any form of unwanted conduct, related to the aforementioned nine 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.

To constitute harassment, the behaviour can be a one-off event or persistent and repeated behaviour. It can be:

- Non-verbal - Looks, gestures, isolation, exclusion, refusing to listen to a point of view, pictures, emails, text messages;
- Verbal - Spoken words, shouting, unfair and excessive criticism, jokes, comments;
- Physical - Pushing or shoving; production, display or circulation of words, pictures, materials.

These examples are not exhaustive, and offences of a similar nature are also prohibited and will be dealt with appropriately.

## **Sexual Harassment**

Sexual harassment is any form of unwanted conduct of a sexual nature, being conduct which has the purpose or effect of violating a person's dignity in creating an intimidating, hostile, degrading, humiliating or offensive environment for the person. Sexual harassment may occur between men and women or between persons of the same gender. A single incident may constitute sexual harassment. It can be:

- Non-verbal - Looks, gestures, whistling, suggestive symbols, pictures, emails, text messages;
- Verbal - Advances, propositions, suggestions, jokes, comments, innuendo;
- Physical - Groping, kissing, fondling, unnecessary touching, assault or rape;
- Gender-based conduct - Conduct that denigrates, ridicules or is intimidatory or physically abusive of the employee because of his or her gender.

These examples are not exhaustive, and offences of a similar nature are also prohibited and will be dealt with appropriately.

## **Bullying**

Any form of bullying is prohibited by Aidlink. Bullying is defined 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 described in this definition may be an affront to dignity at work, but, as a once off incident, it is not considered to be bullying.

Bullying is distinct from conflicting views in the workplace or dissatisfaction with work practices.

Bullying can take the following forms:

- Physical Contact;
- Verbal abuse, humiliation;
- Implied threats, intimidation, aggression;
- Jokes, offensive language, gossip, slander, offensive songs;
- Posters, photocopied cartoons, graffiti, obscene gestures, flags and emblems;
- Isolation or non co-operation or exclusion from social activities;
- Intrusion by pestering, spying and stalking;
- Repeated impossible deadlines or impossible tasks;
- Unfair and excessive criticism;

- Blame for things beyond the person's control;
- Undermining behaviour, excessive monitoring of work;
- Repeated unreasonable assignments to duties, which are obviously unfavourable to one individual;
- Vandalism of personal property.

These examples are not exhaustive, and offences of a similar nature are also prohibited and will be dealt with accordingly.

### **Other Inappropriate Behaviour**

Harassment can be a once-off incident of inappropriate behaviour which is predicated on one of the nine discriminatory grounds set out earlier. Bullying refers to repeated inappropriate behaviour which does not refer to any of the nine grounds.

However, inappropriate behaviour may occur which is neither repeated nor linked to one of the nine discriminatory grounds, and an employee should use the procedures set out herein to have the issue addressed.

### **Performance Management**

The legitimate management of performance, carried out in line with Aidlink's performance management system and in an appropriate manner, does not constitute bullying, harassment or inappropriate behaviour.

## **Complaints Procedure**

All employees have a right to make a complaint if they feel they have been harassed, sexually harassed or bullied, and they should follow the steps in the following procedure. There is a two-tiered approach in the procedure – informal and formal – to address the issue of bullying or harassment in the workplace.

If an employee believes that they have witnessed bullying or harassment, he/she should report the incident to the Executive Director.

### **Informal Procedure**

The purpose of the informal procedure is to ensure that complaints of bullying, harassment or other inappropriate behaviour will be handled effectively, efficiently and in a confidential and sensitive manner, ideally at local level:

- If you feel as if you are being bullied or harassed, the first step you should take is to approach the individual and ask him/her to stop the offending behaviour. You should inform the alleged bully/harasser of Aidlink's Dignity and Respect at Work Policy, and advise him/her that if the behaviour continues, you may have to make a formal complaint;
- If you are unsure how to approach the individual in this way, you can ask for advice from the Executive Director
- If this approach fails to resolve the issue, or if you feel unable to raise the issue directly with the alleged bully/harasser, you should bring your complaint to the attention of the Executive Director or if that is not appropriate, a member of the board – Gemma Grimes. The relevant person will make a note of the details of your complaint and will discuss possible courses of action with you;
- Such courses of action may include forwarding the details of the informal complaint to the alleged bully/harasser and arranging a meeting between you and the other party which will be mediated by an appropriate person (this may be an external professional mediator should Aidlink deem this appropriate).

Any individual involved in the informal procedure is bound by confidentiality.

### **Formal Procedure**

In the event that the informal complaint has failed or the informal process is inappropriate in the circumstances, the complainant can progress to the formal procedure. Choosing to bypass the informal process will not reflect negatively on the employee concerned. These are the steps that individuals must follow in the formal procedure.

#### ***Lodging a Formal Complaint***

- Put your initial complaint in writing and submit to the Executive Director or member of the board Gemma Grimes
- They will meet with you to confirm receipt of the complaint and ensure that you understand the procedures involved.
- All complaints will be treated in strictest confidence, as far as practicable, and will be handled with sensitivity;
- Only individuals necessary to the investigation will be involved in the process, and all parties will be bound by confidentiality. Breaches of confidentiality may result in the disciplinary procedure being invoked.
- The person complained against will be notified in writing of the details of the complaint;
- Both parties should be given a general outline of timeframes for processing the complaint.

#### ***Investigation***

- An investigation will be initiated by the person who received the complaint. Aidlink may, however, engage an external independent investigator if it is deemed appropriate in the circumstances;
- The investigation will be thorough, objective and take all reasonable steps to establish the validity or otherwise of the complaint. All parties will be treated with sensitivity and respect throughout;
- The investigator will explain to the complainant and the person complained against, the steps in the process and likely timeframes;
- Meetings will be held with all relevant parties to establish a comprehensive understanding of the facts of the complaint;
- All parties, including witnesses, will have the right to be accompanied by an appropriate representative at these meetings;
- Notes will be taken at these meetings and will be agreed and signed off by the participants. The notes will be forwarded to the complainant and person complained against. Any other relevant evidence will be similarly forwarded to the appropriate parties;
- Where necessary, parties to the complaint will be suspended with pay to allow for a fair and thorough investigation. Such a suspension is **not** a disciplinary sanction and this should be made clear to the relevant individuals.

### **Outcome of Investigation**

- When the investigation has been completed, a report will be compiled by the investigator outlining the details of the investigation and what evidence was collected. The conclusion of the report will state whether or not the bullying/harassment complaint has been upheld and may make a recommendation on what action to take (e.g. disciplinary procedure should be invoked, or training or counselling is required);
- The investigator will forward the report to the complainant and the person complained against;
- Both parties have the right to appeal the report in writing, outlining the reasons for the appeal, within 5 working days of the report being issued;
- The appeal will be heard within 10 working days by another appropriate person previously uninvolved in the investigation
- Subsequent to receipt of the report (and the completion of any appeal), the complainant and the person complained against will be informed of the next steps (e.g. disciplinary procedure being invoked).

### **Disciplinary Action**

- If a disciplinary hearing is required, the organisation's disciplinary procedure will be followed, and all rights of natural justice will be afforded to the employee concerned;
- The disciplinary procedure should be forwarded to the employee in advance of the hearing, along with any other information that is pertinent to the hearing;
- Where bullying/harassment is found to have occurred, disciplinary action, up to and including dismissal, may be required;
- In cases where it is discovered that the complainant made a false accusation of bullying/harassment, the disciplinary procedure may be invoked, and may result in a disciplinary sanction up to and including dismissal;

Where a complaint is upheld against a non-employee, efforts will be made to ensure that the individual is dealt with appropriately by his/her employer. If this is not possible, the organisation will take the necessary steps to prevent the situation arising in the future, which could involve terminating the services of that person or organisation.

### **Retaliation or Victimisation**

Retaliation or victimisation of any kind against an employee for making a complaint or taking part in an investigation in the context of this policy, may give rise to disciplinary action, up to and including dismissal.

### **Action to take if you are being bullied/harassed in the workplace**

If you believe you are being bullied or harassed in the course of your employment, please take account of the following key points:

- Remain as calm as possible;
- Re-read Aidlink Dignity and Respect at Work Policy;
- Record the incidents of bullying/harassment, including dates, times and what was said/done during the alleged incidents, and if there were any witnesses to the events;
- Write down how the incident made you feel at the time;
- If possible, speak to the alleged bully/harasser and inform him/her that you find his/her behaviour unacceptable and ask him/her to stop immediately;
- Keep copies of any inappropriate materials you receive from the alleged bully/harasser as this may be needed as evidence at a later date;
- Do not feel that you have encouraged this behaviour or brought this on yourself;
- Be assured that Aidlink will not tolerate inappropriate behaviour and any complaints regarding such behaviour will be taken seriously;

- Remember, it is difficult for Aidlink to take action if incidents of bullying/harassment are not reported.

# **Section 7 - Performance Management**

## **Performance Management**

All Aidlink employees will participate in a formal annual review during the year, usually during January. Additional informal interim reviews may occur during the year.

The annual review evaluates the performance of the employee against a list of objectives set for the preceding calendar year. Objectives for the current year should be set during this review. An annual review appraisal form will be completed before, during or after the review, which will include an evaluation of the employee's performance over the preceding calendar year and the objectives for the current year.

## **Disciplinary Policy**

The following disciplinary procedure applies if Aidlink considers there has been a breach of general and/or specific conditions of employment. For example, poor time-keeping, unauthorized absenteeism, misconduct, sub-standard work, breach of confidentiality, or any other action which may be detrimental to the smooth running of Aidlink or injurious to its reputation.

If disciplinary action should become necessary then each case will be treated consistently and fairly, and the disciplinary procedure will be strictly observed at all steps. The employee will be given the opportunity to provide their version of events and any extenuating circumstances will be considered. An employee's natural rights will be upheld at all times, and employees will have the right to:

- Know the case against him/her
- Reply
- Due consideration
- Representation
- Appeal

## **Disciplinary Procedure**

### **Investigation**

Prior to taking the decision to invoke the disciplinary procedure, Aidlink will ensure that the situation has been thoroughly investigated. This is a fact finding process and will necessitate the gathering of detailed information as well as the carrying out of formal interviews, taking of written statements, etc.

Proper investigation is an integral part of the process and on occasions may require employees to be suspended on full pay, whilst it is carried out. Suspension on pay is not considered to be an action taken under the disciplinary procedure, it is there to ensure that issues are dealt with in a fair and reasonable manner, and adequate protection given to all employees.

Equally, the employee has the right to gather information in their defence, so they can present details if the decision is taken to invoke the disciplinary procedure.

Once the investigation has been completed the Executive Director will inform the employee of the findings and the outcome. Where the decision is taken to invoke the disciplinary procedure then the employee will be informed of the case against them, so they can respond in an informed manner at a disciplinary hearing.

Where the decision is taken not to take disciplinary action, the employee will be counselled and details of the issue placed on the employee's personnel file for record keeping purposes.

### **Steps in the Formal Disciplinary Procedure**

Normally the procedure will follow the steps listed below, although it is acceptable to move directly to Steps 2, 3 or 4 if a case appears sufficiently serious.

Employees have the right to be accompanied by a work colleague of his/her choice at any disciplinary meeting or appeal meeting.

At each step in the procedure a disciplinary meeting will be held where all the facts will be considered and any mitigating circumstances discussed. Where a warning is issued a copy will be placed on the employee's personnel file for the specified period. All warnings issued under this procedure will state clearly that the employee will be liable for further disciplinary action should their performance not improve or should there be a further breach of Aidlink rules. In the event of no further misdemeanours occurring and the performance improving, the warning will be disregarded for disciplinary purposes. The employee will also be advised of their right to appeal against the decision to take disciplinary action.

The steps in the disciplinary procedure are as follows:

#### **Step 1: Verbal Warning**

In the first instance the Executive Director will give the employee a verbal warning, outlining the nature of the complaint and identifying the required remediation action from the employee. This warning shall lapse after a period of six months of satisfactory work performance and/or conduct and will be disregarded for disciplinary purposes.

#### **Step 2: Written Warning**

If the employee continues to fail to meet the required standard or there has been further breaches of performance or conduct standards a written warning will be given by the Executive Director. The written warning will refer to the fact that a verbal warning has been given, specify the nature of the complaint, the action required for improvement and a period in which the improvement is to be made and indicate that further unsatisfactory work performance and/or conduct could result in more serious action being taken by Aidlink. The written warning will lapse after a period of one year of satisfactory work performance and/or conduct and will be disregarded for disciplinary purposes.

#### **Step 3: Final Written Warning**

If there is no improvement or there has been further breaches of performance or conduct standards, and no sign of improvement following the written warning, the Executive Director will issue a final written warning which will state formally the reason for the warning, the improvement required of the employee and that if no improvement is forthcoming further disciplinary action may be taken up to and including termination of employment. The final written warning will lapse after a period of 18 months of satisfactory work performance and/or conduct and will be disregarded for disciplinary purposes.

#### **Step 4: Dismissal**

Where the previous stages of the Disciplinary Procedure have been exhausted, an employee may be dismissed. In the event of serious or gross misconduct an employee may be summarily dismissed, i.e. without notice or payment in lieu of notice.

### **Other sanctions**

As an alternative to the stage set out above, Aidlink may take other forms of disciplinary action that are appropriate, including:

- Demotion;
- Transfer to a different job function;
- Withdrawal/reduction of privileges or benefits;
- Suspension without pay for a period of time.

A written record of each meeting and outcome will be kept by Aidlink.

### **Appeals**

At every step, the employee has the right to appeal in writing. An Employee may exercise this right of appeal by writing to the Chairperson of the Board of Aidlink within five days from the date on which the decision is communicated to the employee, including details of the grounds for the appeal. An appeal meeting will then be arranged with the Chairperson and/or other members of the Board nominated by the Chairperson. At this meeting the employee will be given the opportunity to explain the basis of the appeal and at which the Chairperson or other member of the Board conducting the meeting will be entitled to ask further questions and seek clarification.

At the conclusion of the appeal process, the decision of the Chairperson, or other Board members if applicable, will be given to the employee in writing, normally within five working days. There will be no further right of appeal available after this stage.

### **Gross Misconduct**

The following offences are examples of gross misconduct:

- Unauthorised use of Aidlink's assets and equipment.
- Insubordination e.g. refusal to carry out duties or obey reasonable instructions, except where employee safety may reasonably be in jeopardy
- Sexual harassment, harassment, bullying
- Serious breach of rules, policies or procedures, especially those designed to ensure safe operation
- Divulging or misusing confidential information
- Theft or unauthorised possession of any property or facilities of Aidlink or of any employee of Aidlink
- Consumption of alcohol or drugs, or intoxication by reason of drinks or drugs, which could affect work performance in any way or have an impact on other employees
- Having illegal drugs in the possession, custody or control of the employee while at work or on Aidlink's premises
- Defrauding or attempting to defraud Aidlink, its employees or partners
- Unauthorised or inappropriate use of e-mail, Internet and/or computer systems
- Falsification of any Aidlink records including reports, accounts, expenses claims or self-certification forms
- Serious damage to Aidlink property
- Violent, dangerous or intimidatory conduct
- Gambling or money lending while at work or on the premises
- Bringing unauthorised person(s) onto Aidlink premises
- Conviction of any criminal offence which may render the employee unsuitable for employment

- Serious abuse of time-keeping and attendance procedures
- Failure to follow a Aidlink Standard Operating Procedure or Aidlink policies
- Unacceptable standards of dress or hygiene
- Breach of Aidlink's no-smoking policy

This list of examples is not exhaustive or exclusive, and offences of a similar nature will be dealt with under this procedure. Gross misconduct will result in the initiation or escalation of Aidlink's disciplinary procedure, and may result in immediate dismissal without notice or pay in lieu of notice.

## **Grievance Policy and Procedure**

Aidlink wishes to ensure that fair and reasonable employment practices are operated across the board. We do realise however that problems are bound to occur from time to time. We believe that good communication can help to avoid misunderstandings. It is our experience that when a problem is discussed openly it can be dealt with quickly and easily. We want to ensure that all employees have open access to a process where they can discuss any problems or concerns relating to their employment with Aidlink.

In order to create an atmosphere of openness, problem-solving and mutual support, the following steps have been designed to resolve disagreements. The procedures are not to replace normal manager/employee dialogue but in situations where either this has failed to resolve the issue or the employee considers that a more formal approach is appropriate. At each step, you may have a colleague with you.

### **Informal Procedure**

Whenever possible, Aidlink expects those involved to make every effort to resolve the problems amicably and informally. Therefore employees are encouraged to discuss grievances in an informal manner with the Executive Director or the member of the Aidlink Board acting as Staff Liaison Officer (currently Margot de Courcy MacDonnell (tel: 086 2073074)). Employees may wish to then discuss the matter with the person who is the cause of the grievance.

### **Formal Procedure**

#### **Step 1:**

If the informal procedure is not successful or the employee believes it is not appropriate, the employee should raise the matter with the Executive Director, or where the grievance is with the Executive Director, with the Staff Liaison Officer, requesting a grievance meeting. This request should be made in writing. The decision of the person hearing the grievance will be communicated to the employee in writing, normally within seven days of the grievance meeting. A member of the Aidlink Board may also be present at the meeting in addition to the Executive Director or the Staff Liaison Officer.

#### **Step 2:**

If the matter is not resolved to the employee's satisfaction he/she may refer it to the Chairperson of the Board within five days of receipt of receipt of the decision in Step 1. The Chairperson will arrange a further formal grievance meeting following which he/she will issue his/her decision with seven days of the date of the meeting. The Chairperson's decision will be final.

Aidlink reserves the right to vary this procedure in appropriate cases. You will be entitled to be accompanied by a work colleague of your choice at any grievance meeting.

## Section 8 - Communications and Consultation

### Electronic Communications and IT

The electronic communications policy ensures Aidlink maintains appropriate ethical standards and protects the organisation from legal sanction, financial loss and/or reputational damage resulting from the misuse of Aidlink's communications and systems infrastructure. It is the responsibility of each employee who utilises electronic communications to safeguard Aidlink information assets by understanding and complying with this policy, as well as other related policies.

Users are provided access to Aidlink systems to assist in the performance of their job and for legitimate Aidlink activity only. By using Aidlink systems users are accepting the terms of this policy.

Aidlink reserves the right to monitor, review, analyse and log any aspect of the use of its systems, and data can be maintained as permanent records, and users should not expect privacy in anything created, stored sent or received through the use of Aidlink systems.

Limited personal use is permitted only where it does not interfere with job performance or breach of Aidlink policies.

Aidlink systems must not be used for:

- private business activity;
- playing games;
- participating in chat lines;
- electronic chain letters or other non-business-related images to and/or from our system;
- subscribing to email lists or newsgroups;
- gambling;
- downloading/storing/forwarding materials for entertainment purposes (e.g. MP3, Video, jpegs).

In addition to the above, users should never forward, send, view/display or store material that is:

- defamatory (contains derogatory remarks about another);
- illegal or in breach of any regulation;
- likely to infringe any rights of, or render, Aidlink or the sender liable to any person;
- likely to constitute any form of bullying;
- destructive code (e.g. viruses, self-replicating programs) or any other unauthorised materials;
- disruptive, offensive, intimidating to others, or harmful to morale;
- sexually explicit images, messages or cartoons;
- communications (including jokes, pictures or stories) that harass, demean or offend any individual or group (for example, communications that might be construed as racist, sexist, relate to sexual orientation, age, disability, religious or political beliefs).

Employees may not publicly disclose via the Internet, e-mail or any form of electronic communication, inappropriate information regarding Aidlink. Aidlink's confidentiality

policy applies to all electronic communication and data. Sending, transmitting, or otherwise disseminating proprietary data or other confidential information of Aidlink is strictly prohibited outside of the organisation.

### **Software**

All software is the property of Aidlink. Aidlink strongly supports strict adherence to software vendors' licensing agreements. Any copying of software in a manner that is not consistent with the vendors' license agreement is prohibited. Participation (including during off-hours) in pirated software bulletin boards and similar activities are prohibited.

### **Virus Protection**

Aidlink has virus protection software installed on all Aidlink hardware but there is still a high risk of viruses being received. All files entering Aidlink via the Internet must be virus checked prior to their transfer for use to any Aidlink machine. This includes all e-mail attachments. If you receive an external e-mail from an unknown source or a message which you feel is wrongly delivered, do not open it and contact IT support immediately.

All disks entering Aidlink must be virus checked prior to their use on any Aidlink machine. No exceptions are to be made to this policy and any abuse of this policy will be subject to the disciplinary procedure.

### **Monitoring**

Employees should never consider electronic communications to be either private or secure. Aidlink has the right to record and monitor the activities of all users on Aidlink systems. It is our objective that such monitoring will not be required on an on-going basis, and will be used to review usage and audit practices. However Aidlink retains the right to monitor (intercept and read) each individual's e-mail, Internet, network, and PC activity to ensure the protection of all employees and that there is no abuse of privilege. Aidlink may use software to identify inappropriate or sexually explicit e-mail. No employee should have an expectation of privacy in relation to electronic records or communications.

### **Internet**

Internet use is strictly for use necessary in the performance of your job during working hours. Access to any inappropriate, pornographic or obscene sites, or sites with the risk of such material, is prohibited at all times.

Care must be taken in the use of information accessed through the Internet. Most information is unregulated, and as such there is no guarantee of accuracy. No employee is permitted at any time to download files from the Internet without prior permission. This is to protect Aidlink systems, reduce the risk of viruses and ensure that large amounts of storage space are not taken up with unnecessary files. Employees are not permitted to register with sites or electronic services in Aidlink's name without prior permission.

### **E-Mail**

E-mail access is given to employees to assist them in performance of their jobs and must be used at all times in a responsible, professional, ethical, and lawful way:

- The e-mail system and the e-mail it contains belong to Aidlink. Employees must recognise that all e-mail sent from the Aidlink e-mail servers is sent in Aidlink's name. Personal e-mails must be kept to a minimum and only accessed outside of working hours.
- Due to the permanent nature of e-mails and the legal implications, messages should be written and formatted in the same manner as standard formal written Aidlink communications.

- Aidlink disclaimer footer must be attached to every external e-mail communication. This is set up on every e-mail account to automatically appear on each e-mail sent and must not be deleted.

### **Abuse and Disciplinary Procedure**

Any employee found to be abusing Aidlink electronic communication system, or not operating in line with this policy, will be subject to disciplinary action up to and including dismissal. This includes any attempt to circumvent system security, including firewalls, put in place to protect Aidlink. Inappropriate use of e-mail, Internet and other electronic communications services includes, but is not limited to:

### **Phones and other equipment**

This policy in its entirety applies equally to equipment such as telephones, fax machines and other like electronic equipment.

## **Safe Driving Policy**

Aidlink requires that all employees must agree to the conditions below prior to using their own vehicle for driving in the course of their duties for Aidlink.

Aidlink accepts no liability or responsibility for any accidents or incidents in which an employee is involved while travelling in the performance of their job.

### **Vehicle**

When required to use your vehicle for Aidlink purposes, you are personally responsible to ensure that:

- Your vehicle is fully insured, including use for such business purposes
- You have an up to date Tax and Vehicle Test Certificates as per legal requirements
- Your car has been fully maintained and is in roadworthy condition
- Your vehicle is not overloaded with materials
- You follow the Rules of the Road, driving regulations and speed limits at all times
- You have a driver's licence which legally permits you to drive and you do not exceed the maximum number of penalty points (currently 12)
- You follow Aidlink regulations with regard to working hours and rest breaks.

When travelling significant distances, or over a number of days, maximum use must be made of public transport, wherever feasible, in order to reduce tiredness and stress associated with driving long distances.

### **Mobile Phones**

In accordance with safe driving practice and Government regulations, mobile telephones are not to be held on person or used while driving. You are personally responsible to ensure that:

- You do not have your mobile phone switched on whilst driving, unless placed in a fixed in-car hands free set. Mobile phones that are not in a fixed in-car hands free kit, should either be switched off, or have all calls diverted to voicemail or the office.
- You do not carry a mobile phone on your person whilst driving, unless it is switched off
- Should you need to make or receive a phone call, you park your car prior to activating your handset.

You are required by Aidlink to abide by the details of this policy whilst driving on Aidlink purposes. For your personal safety, these rules should also be followed whilst driving outside of work hours and on personal business. Failure to adhere to the driving policy may result in disciplinary action.

Where a driving licence is a requirement of the post (as per your contract of employment), loss of your licence may lead to termination of your employment.

## **Section 10 - General Aidlink Information**

### **Personal Property**

Aidlink does not accept any responsibility for any personal property belonging to an employee, which is left on the premises. Employees are strongly advised not to bring large sums of money or valuable articles to the workplace.

Any employee found interfering with another employee's belongings would be subject to disciplinary action, up to and including dismissal.

### **Aidlink Property**

Each employee is required to respect all Aidlink equipment used in the course of their employment, for example computers, materials, equipment, printers. Misuse of such equipment is considered a serious offence and would be dealt with under the disciplinary procedure.

### **General Housekeeping**

Aidlink consider it important to maintain a clean working environment, and to ensure that the cleanliness and tidiness of the premises is kept to a high standard for the purpose of hygiene, safety and employee satisfaction. All employees are required to contribute to maintaining a clean and healthy working environment, thereby showing courtesy to fellow employees and visitors.

All employees are responsible to ensure that all areas that they use are kept clean and tidy to the highest standards possible. These areas include your workstation, reception area, printing and photocopying area, any communal areas you use, etc. All personal belongings i.e. handbags, coats, etc. should be stored away in your desk area.

Please ensure that your work area is left clear at the end of your workday, with all equipment and documentation put away. Please do not store food in your work area.

## **Section 11 - Termination of Employment**

### **Termination of Employment**

All employees, who have successfully completed their probationary period, are required to give one month's notice of their intention to terminate their employment, in writing, to the Executive Director. During probation, employees are required to give two week's notice of resignation, in writing, to the Executive Director. Where it is mutually agreed a lesser period of notice may be given.

In the event of termination by Aidlink, you will be entitled to receive the appropriate notice as set out in the Minimum Notice and Terms of Employment Act, 1973-2001.

Employees who are leaving and who are unable to take their accrued annual leave, will be paid in lieu for those days in their final pay cheque. Employees who have taken more annual leave than they have accrued at the termination date will have their final pay adjusted to recover the excess annual leave taken. Aidlink also reserves the right to deduct any monies owed to it by the employee from the final pay cheque.

Aidlink may, at its sole discretion, give payment in lieu of any required notice period.

Aidlink reserves the right to terminate the employment of an employee immediately with Aidlink and without notice in cases of gross misconduct.

All employees must ensure they return all Aidlink property prior to leaving Aidlink. This includes the following and is not exhaustive:

### **Redundancy Policy**

In the event of a redundancy situation arising, Aidlink is not bound to a 'Last in-First out' policy. Each situation will be treated in line with Aidlink's requirements at the time. All employees will be treated equally and selection will be carried out in a fair manner against a pre-determined selection criteria. Any chosen redundancy criteria will seek to support the survival of Aidlink in the long-term.

Employees with 104 weeks' service or more will be entitled to a statutory redundancy payment of 2 weeks' pay per year of service, plus one bonus week. All weekly amounts are subject to a statutory ceiling.