

**REDEMPTORIST**  
**EMPLOYEE HANDBOOK**  
**(REPUBLIC OF IRELAND VERSION)**

**REVISED**  
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## CONTENTS

APPENDICES	
<b>POLICY STATEMENT</b>	<b>1</b>
INTRODUCTION	2
<b>ABOUT THE REDEMPTORISTS</b>	<b>3</b>
PERSONAL DETAILS	4
<b>WORKING HOURS AND REST PERIODS</b>	<b>4</b>
PAY	4
<b>PERSONAL RETIREMENT SAVINGS ACCOUNT (PRSA)</b>	<b>4</b>
ANNUAL LEAVE AND PUBLIC HOLIDAYS	5
<b>SICK LEAVE</b>	<b>6</b>
MATERNITY LEAVE	7
<b>ADOPTIVE LEAVE</b>	<b>8</b>
PARENTAL LEAVE	8
<b>CARER'S LEAVE</b>	<b>8</b>
OTHER ABSENCES FROM WORK	8
<b>EXPENSES</b>	<b>9</b>
TRAINING AND DEVELOPMENT POLICY	9
<b>DATA PROTECTION</b>	<b>9</b>
USE OF E-MAIL	11
<b>USE OF THE INTERNET</b>	<b>12</b>
COMPUTER SOFTWARE	13
<b>MOBILE TELEPHONES</b>	<b>13</b>
ALCOHOL AND SUBSTANCE ABUSE	14
<b>GRIEVANCE PROCEDURE</b>	<b>14</b>
DISCIPLINARY PROCEDURE	16
<b>EQUAL OPPORTUNITY POLICY</b>	<b>19</b>
DIGNITY AT WORK POLICY	20
<b>HEALTH AND SAFETY POLICY</b>	<b>22</b>
CODE OF CONDUCT: RULES AND PROCEDURES	22
<b>RETIREMENT</b>	<b>23</b>

## APPENDICES

APPENDIX 1: Sick Pay	24
APPENDIX 2: <b>Maternity Leave</b>	26
APPENDIX 3: Adoptive Leave	30
APPENDIX 4: <b>Parental Leave</b>	32
APPENDIX 5: Carer's Leave	35
APPENDIX 6: <b>Training Fees Agreement</b>	39
APPENDIX 7: Bullying, (Sexual) Harassment: Definitions & Examples	40
APPENDIX 8: <b>Employment and Safeguarding of Minors</b>	41
APPENDIX 9: Personal Details Form	42

## POLICY STATEMENT

(Approved by the Extraordinary Provincial Council of the Irish Redemptorists, May 2009)

The Redemptorists of the Dublin (Irish) Province are committed to creating an environment of openness, mutuality and respect among and between all those who work with them.

The Redemptorists believe that work is more than a way to make a living. It is an expression of our dignity and a form of ongoing participation in God's creation. It is a means by which people contribute to the common good.

Because work is so important, people have the right to decent and productive work and to fair wages. Workers have a proportionate responsibility to work conscientiously and justly for the compensation and benefits they receive.

As a general principle of economic justice, Catholic teaching asserts that the economy exists to serve people, not the other way around

The Redemptorist employment policy is also based on the following key principles enunciated in papal encyclicals:

- **The Value and Dignity of the Human Person:** Pope John Paul II stated "work is a good thing, because through work people not only transform nature, adapting it to their needs, but they also achieve fulfilment as human beings and indeed, in a sense, become more fully human." (*Laborem Exercens*).
- **The Common Good:** The common good embraces the sum total of those conditions of social living whereby people are enabled more fully and readily to achieve their own fulfilment (*Mater et Magistra*).
- **Justice:** Anyone who ventures to speak to people about justice must first be just in their eyes. This occurs in the work place when workers contribute competently and conscientiously and when employers establish policies and systems to provide wages and benefits sufficient to support a family in dignity (*Economic Justice For All*).
- **Participation:** Participation in a system in which one has membership is a legitimate expectation of individuals which has been demonstrated to lead to greater efficiency and better service to members. Participation of everyone in the running of the enterprise should be promoted (*Gaudium et Spes*).

**In light of these principles, the Redemptorists are committed in particular to:**

- complying with all legislative requirements and standards of good practice
- treating employees fairly, consistently and with respect
- seeking employee's views and feedback and engaging in consultation as and when appropriate
- defining the standards of performance and conduct expected of employees

## INTRODUCTION

This Handbook is designed to help you understand the terms and conditions of your contract with the Redemptorists. It contains information about all aspects of working within the Dublin (Irish) Province of the Redemptorists (referred to throughout the Handbook as “the employer”). It gives details of employment policies, procedures and practices which apply to you, and sets out both what is expected of you and what you can expect from your employer. Because legislation governing employment is different in both jurisdictions, there are separate versions of the Handbook for Northern Ireland and the Irish Republic.

This is the second and revised (2016) edition of the Handbook. We will continue to revise the Handbook as changes to policy and practice occur – in line with legislation and best practice. Such revisions do not attempt in any way to lessen the rights of employees. Rather they will help keep you informed of all significant developments.

To find the information you require, please consult the **Contents** page. On occasions throughout the text, you will be directed to an **Appendix** for more detailed information.

If you have any questions or feedback regarding the contents of the Handbook, or suggestions on how it might be made more relevant to your working life, please raise these directly with your Line Manager.

### **Child Protection and Safeguarding**

The Redemptorists are committed to ensuring the safeguarding of children in all their pastoral activities and in their Communities and Churches. They have fully endorsed ***Safeguarding Children (Policy and Standards for the Catholic Church in Ireland 2016)***. Nothing in this Handbook should be taken to contradict or take in any way from this policy commitment.

In line with this commitment, the Redemptorists expect that any employee who is concerned that a child has been or is being assaulted, ill-treated, neglected or sexually abused, will report their concern to the Designated Liaison Person for the Redemptorists, or to the HSE or the Gardai.

With a view to ensuring the safeguarding of children, the Redemptorists reserve the right to seek Garda clearance in respect of current employees or applicants for employment with them. See also **Appendix 8** on the **Employment and Safeguarding of Minors** (p. 41).

### **Disclaimer**

Every effort has been made to ensure that the information contained in this Handbook is accurate. Any inaccuracies will be corrected as soon as they become apparent. However, no guarantee is given that the information provided in this Handbook is correct, complete, and up-to-date. The Redemptorists disclaim any liability, loss or risk incurred as a consequence, directly or indirectly, of the use and application of any of the contents of this Handbook.

## ABOUT THE REDEMPTORISTS



The Redemptorists are an international Congregation of brothers and priests founded in Italy in 1732 by St Alphonsus Liguori. The foundation of the Congregation was a response to St Alphonsus' work among the poor in the city of Naples and especially in the mountainous regions of Southern Italy. He was heartbroken to discover people who did not realise how much God loved them and who, as a consequence of this, and the grinding poverty in which they lived, had little sense of their human dignity.

The motto of the Redemptorists (in Latin) is *Copiosa Apud Eum Redemptio*, translated as *With Him (God) Is Plentiful Redemption*.

The Redemptorists first came to Ireland in 1851 and now have Houses in Dublin, Belfast, Limerick, Esker (near Athenry), Dundalk and Cork.

### Our Mission

The specific mission entrusted to the Redemptorists is that of proclaiming the Good News of Jesus Christ by word, example and action, especially to those on the margins of society.

### Our Priorities

The Irish Redemptorists have identified three priority areas through which to give life to this mission statement:

- Proclamation of the Word of God through Parish Missions, Retreats and Novenas and in Redemptorist Churches and Parishes
- Ministry to young people and young adults (e.g. School Retreats)
- Communications Ministry (e.g. the magazine REALITY)

In all areas of Ministry, the Redemptorists are committed to working collaboratively with lay people to the greatest extent possible.

### Our Values

The Redemptorists espouse and promote a set of key values:

- Proclaiming the Gospel in a style that is down to earth and speaks to the lives and concerns of people
- Living the call to constant conversion
- Community living that enhances their spiritual life and ministry
- Responding to those to whom no one else has been willing to minister
- Compassion for those on the margins of Church and society

## PERSONAL DETAILS

At the beginning of your employment you will have provided your employer with various personal details. You may do so using the Form provided in **Appendix 9** (p. 42). You must notify your Line Manager immediately of any change in, e.g., your name, address, telephone number, next of kin, etc.

It is in your interest to notify any such changes. The employer will not be responsible for any issues arising out of your failure to notify changes in your personal details.

## WORKING HOURS AND REST BREAKS

Your normal hours of work are detailed in your Contract of Employment. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Contract.

In line with the Working Time Act 1997, you are entitled to a **rest break** of 15 minutes when 4½ hours have been worked, or a rest break of 30 minutes (which may include the first break) when up to 6 hours have been worked.

You are expected to work your agreed hours and any deviation from these must be discussed and agreed in advance with your Line Manager.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in action being taken against you under the Disciplinary Procedure.

## PAY

The method of pay and payment intervals are set out in your Contract of Employment. An itemised pay statement (pay slip) will be issued to you at each pay period. If you have any queries, you should raise them with your Line Manager in the first instance.

Any change in your pay will be discussed with you.

## PERSONAL RETIREMENT SAVINGS ACCOUNT (PRSA)

The Employer does not provide an occupational pension scheme. The employer has, however, a contract with a recognized PRSA provider. **Permanent** employees are entitled and encouraged to contribute to this PRSA. The employer currently makes a contribution equal to 6.5% of your gross salary each month, provided you make the minimum contribution of 3.5%. This, if you decide to join the scheme, will be deducted from your salary at source. Further details can be obtained from your Line Manager.

## ANNUAL LEAVE AND PUBLIC HOLIDAYS

The annual leave year runs from 1 January to 31 December. Your annual leave entitlement is four working weeks. In addition to this, you are entitled to paid leave on the following public holidays:

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

Depending on the nature of your job, and the circumstances where you work, it will sometimes be necessary for you to work on public holidays. In this case, the Organisation of Working Time Act 1997 provides that your Line Manager will arrange for you to receive either:

- A paid day off within a month of the public holiday, or
- An additional day of annual leave, or
- An additional day's pay, or
- The nearest church holiday to the public holiday as a paid day off.

**If you work part time**, your annual leave entitlement will be calculated on a pro-rata basis, and will, as a general rule of thumb, equate to four of your normal working weeks. You are also entitled to paid leave on public holidays that fall on days on which you usually work. For public holidays that fall on days on which you do not normally work, you are entitled to an additional one fifth of your normal week's wage.

**All annual leave must have prior approval and authorisation.** Requests for annual leave should be submitted in good time (at least four weeks beforehand) to your immediate Line Manager. Your Line Manager will respond as soon as possible to your request.

Where a number of employees request annual leave during the same period, which if granted would impair the efficiency of the work, annual leave will be granted at the discretion of the Line Manager.

All annual leave must be taken within the leave year (that is, before 31 December each year). Only in exceptional circumstances, and with the prior agreement of your Line Manager, may annual leave be carried forward into the next annual leave year.

Employees continue to accrue contractual annual leave entitlement during statutory Maternity/Adoption Leave periods as well as during periods of Sick Leave.

Upon termination of your employment, payment will normally be made for all unused annual leave entitlement. If, by the time you leave, you have over-taken your leave entitlement, the over-taken leave will be deducted from any outstanding pay due to you. Where you are under notice (either from the Employer or from you), the employer may direct that any accrued holidays shall be taken during the period of notice.



## SICK LEAVE

### **Notification procedure**

It is required that you, or someone on your behalf, contact your Line Manager as soon as possible, but no later than 10:00 a.m., on the first day of sickness absence, stating why you are absent and when you expect to return. If your absence continues, you must contact your Line Manager to update him/her on your continuing absence. Your Line Manager may also make contact with you at intervals during your absence.

You must provide the appropriate certificates as indicated below at the relevant times, and complete any absence recording documentation as required on your return to work. Failure to notify the employer as set out may result in action being taken under the Disciplinary Procedure.

Having given due notice of your intention to return to work, after any sickness absence, even if only for one day, you should immediately report to your Line Manager.

### **Self-Certificate and Medical Practitioner's Certificate**

You should produce the following written evidence of sickness and ensure that appropriate certificates are provided for the whole of your absence:

#### **Self-Certificate**

- for absence of up to and including 2 calendar days;
- for such absences of 1 or 2 days, up to a maximum of 5 days in any 12-month period.

#### **Medical Practitioner's Certificate**

- for absence of more than 2 consecutive calendar days; or
- for any period of absence in excess of the Self-Certification limits indicated above; and
- for any period of absence as requested by your Line Manager.

In order for it to be acceptable, a Medical Practitioner's certificate should state the general nature of the ailment and the precise period for which you will be unfit for duty or the probable date of resumption of duty. You should forward certificates and any correspondence to your Line Manager as soon as possible. Failure to do so may result in sick pay being delayed or withheld and disciplinary action being taken.

### **Statutory illness benefit or sick pay**

You may be eligible for Illness Benefit from the Department of Social Protection when you are absent from work due to sickness. Eligibility is based on compliance with the requirements and conditions attached to these payments (see **Appendix 1: Sick Leave and Sick Pay**, p. 24).

## **Sickness pay from the employer**

Sickness Pay for **self-certified leave** will be provided by the Employer for a maximum of two consecutive days at any one time and limited to five days in total in any twelve-month period.

Sickness Pay will be provided by the Employer for **illness certified by a Medical Practitioner** on the following basis:

- first six months' service: no entitlement to sickness pay from the employer
- second six months' service: maximum of 3 weeks' sickness pay from the employer
- after one year's service: maximum of 6 weeks' sickness pay from the employer

You must provide the employer with a Medical Certificate after two days of illness. If your illness continues, Medical Certificates must be provided on a regular basis.

During this period, if you are eligible for Illness Benefit from the Department of Social Protection, this must be claimed and reimbursed to the Employer. You can get a first social welfare medical certificate (known as MC1), which includes an application form for Illness Benefit, from your family doctor (GP) or hospital doctor.

Where you are absent through sickness and this period continues from one payment year into the next, you will continue to be eligible for the balance of the existing year's payment, but you will not qualify for payment in respect of the subsequent sickness payment year until you have returned to work for a continuous period of one month.

## **Other conditions**

If you are absent from work due to injury or illness caused by a third party (for example, a road accident), any payments made by the employer as sickness payment will be repayable to the employer by you if compensation for loss of earnings is recovered from the third party.

## **Important**

There is no entitlement to Sickness Pay where, in the opinion of the employer, you have failed to follow the absence policy and rules. If you have claimed to have been absent due to sickness and are found not to have been genuinely ill, you will be subject to action under the Disciplinary Procedure.

## **Medical examination**

If requested to do so by the employer, you will at any time participate in a medical examination by a practitioner nominated by the employer. With your consent, the result of such examination will be advised to the employer and you will be notified of the outcome.

Note that employees continue to accrue contractual annual leave entitlement during periods of Sick Leave.

# **MATERNITY LEAVE**

You have certain statutory rights if you are pregnant. Detailed information is available in **Appendix 2: Maternity Leave** (p. 26).

Permanent employees will be paid their normal wage/salary by the employer while on the first 26 weeks of Maternity Leave, but not during any additional period of maternity leave. If you are entitled to Maternity Benefit from the Department of Social Protection, this must be claimed and reimbursed to the employer.

## ADOPTIVE LEAVE

Any employee who is adopting a child is entitled to 24 weeks' adoptive leave from the date of placement of the child and an additional 16 weeks leave at the end of this 24-week period.

You will not be paid by the Employer while on Adoptive Leave, but you may be entitled to Adoptive Benefit from the Department of Social Protection if you have sufficient insurance contributions. More detailed information is available in **Appendix 3: Adoptive Leave**, p. 30.

## PARENTAL LEAVE

Employees with one year's continuous service are entitled to take 18 weeks' unpaid parental leave to enable them to take care of a child under the age of 8. Special provisions are in force for children adopted between the ages of 6 and 8 and for children with a disability. For further details, please see **Appendix 4: Parental Leave**, p. 32.

## CARER'S LEAVE

Employees who have completed at least 12 months' continuous service with the employer are entitled to take unpaid Carer's Leave for up to a maximum of 104 weeks. The rules and requirements for Carer's Leave are detailed in **Appendix 5: Carer's Leave**, p. 35.

## OTHER ABSENCES FROM WORK

### **Medical Appointments**

You are expected to ensure that appointments to visit the doctor, dentist, hospital, etc., are made in your own time and outside normal working hours.

### **Compassionate leave**

In the event of the death or funeral of a close family member, you may be granted appropriate paid time off work, up to a maximum of three days, at the discretion of your Line Manager.

### **Force majeure leave**

In a family crisis, the Parental Leave Acts 1998 & 2006 give an employee a limited right to leave from work. This is known as force majeure leave. It arises where:

- for urgent family reasons the immediate presence of the employee is indispensable; or
- as a result of an injury to, or illness involving, a close family member.

## EXPENSES

Provided that prior approval has been given, the employer will reimburse you for approved expenses wholly and necessarily incurred in the course of your work and which are properly vouched.

You will be entitled to claim for the following expenses, providing they are reasonable, the appropriate documentation has been completed, and supporting receipts submitted:

- **Car:** Mileage at the current agreed rate and all necessary parking charges and unavoidable tolls. Travel to and from work is not claimable. You are responsible for any fines or penalties incurred.
- **Public Transport:** Standard class fare.
- **Accommodation:** Cost of room and all necessary meals (Redemptorist hospitality and accommodation should be availed of wherever possible).
- **Meals:** Vouched costs will be refunded.

You are expected to use the most cost-effective accommodation, transport, methods and routes when travelling to carry out your duties. Employees may not use their private cars on official business without first producing evidence to their Line Manager that there is a current motor insurance policy covering the employee's use of the car in connection with their work. The insurance policy must also be extended to indemnify the employer.

## TRAINING AND DEVELOPMENT POLICY

The employer is committed to ensuring that individuals at all levels within the organisation, irrespective of their contracted hours, are provided with the training support necessary to:

- Ensure jobs are performed effectively so as to meet the organisation's objectives or to meet any legal requirements
- Support an individual's ongoing professional and career development, appropriate to their current position.

For more information regarding the above policy, please see your Line Manager. In cases where all or part of your course fees are paid by the Employer, you shall be asked to read and sign a Training Fees Agreement (see **Appendix 6: Training Fees Agreement**, p. 39).

## DATA PROTECTION

By accepting your employment or engagement by the employer, you expressly consent to your personal data and sensitive personal data being held and used/disclosed in accordance with the provisions set out below.

### **Data Protection legislation**

The employer will respect the privacy of employees and workers by processing all personal information (data) in accordance with the data protection obligations set out in legislation

and will store and maintain it in a secure manner and place, with access only to appropriately authorised personnel.

The employer will also respect the rights, set out in legislation, of data subjects, including the right to be informed if data is being held on you, the right to be provided with copies of any data held ('data subject access rights'), and the right to have data amended where it is incorrect.

### **Disclosure of data**

The employer may be required to disclose your data to its agents and service providers for purposes which are reasonably incidental to your employment (e.g. payroll processing, administration of employee benefits, salary scale, etc.).

### **What information does the employer hold about you?**

The information held about you may include data held on a computer and data held on paper or other manual form as part of a filing system.

Some types of information are listed here:

- Contracts of Employment
- Working time (annual leave, public annual leave pay provided, rest breaks, overtime, shift work, daily & weekly hours)
- Personnel File: Name, address, phone number, job description, references, Garda Vetting report, PPS number assigned.
- Pay Slips
- Payroll records (payments, benefits, wage sheets, tax credits, tax deductions)
- Interview Notes
- Disciplinary notes, appraisals
- Medical Certificates
- Information re allergies
- Personal Injury details
- Parental Leave Application and details
- Carer's Leave Application and details
- Redundancy Payments
- Next of kin, etc.

### **What happens when you leave your employment?**

The employer will respond to any requests by you or an approved third party for the disclosure or provision of personal data about you in accordance with its obligations set out under this policy. All reference requests should be addressed to the Human Resources Delegate.

### **What access/amendment rights do you have?**

You are entitled, on request, to be advised by the employer of any personal information processed on you. You can obtain copies of such data by making a written application to the Human Resources Delegate, who will respond within the statutory timeframes set down in the Data Protection Acts 1988 and 2003.

This right only extends to data which is stored in such a way that it is readily retrievable by reference to the individual (e.g. by name or employee/file number).

You also have the right to have personal data corrected where it is incorrect. If you become aware of any inaccuracies in your data, please notify your Line Manager or the Human Resources Delegate.

### **Information Security**

During your employment you must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of any data in your possession. In particular, passwords on any computer used by you should be changed at regular intervals, and when changed should be notified to the employer.

Under no circumstances should you divulge your password to anyone else. Nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

## **USE OF E-MAIL**

### **Policy**

The use of the e-mail system is encouraged, as its appropriate use facilitates communication and improves efficiency. Its inappropriate use, however, causes many problems, ranging from minor distractions to legal claims against the Employer. This section sets out the Employer's position on the correct use of the e-mail system, and explains how this can be achieved, as well as the Employer's responses to inappropriate use.

### **Monitoring**

The employer reserves the right to monitor employees' use of e-mail.

### **Authorised use**

The e-mail system is available for communication on matters directly concerned with the business of the employer. Employees using the e-mail system should give particular attention to the following:

- **The standard of presentation:** the style and content of an e-mail message must be consistent with the standards that the Employer expects from written communications;
- **The extent of circulation:** e-mail messages should only be sent to those employees for whom they are particularly relevant;
- **Appropriateness:** e-mail should not be used as a substitute for face to face communication. "Flame-mails" (e-mails that are abusive) can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration, can cause unnecessary misunderstandings;
- **The visibility of e-mail:** if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality.
- **E-mail contracts:** offers or contracts transmitted via e-mail are as legally binding on the employer as those sent on paper.

## **Unauthorised use**

The employer will not tolerate the use of the e-mail system for any of the following:

- any message that could constitute bullying or harassment;
- excessive or unreasonable personal use or sending offensive jokes or material, cartoons, chain letters;
- offensive attachments;
- on-line gambling;
- accessing pornography or other illegal or obscene material; and
- downloading or distributing copyright information and/or any software available to the user.

This list is not exhaustive. Misuse of the e-mail system for these or similar purposes will result in the disciplinary procedure being invoked.

## **USE OF THE INTERNET**

### **Policy**

For those staff with authorised access for work purposes, the use of the Internet is encouraged, as its appropriate use provides access to a wide range of useful information. Its inappropriate use, however, causes many problems, ranging from excessive costs for the employer to possible legal claims against them.

### **Monitoring**

The employer reserves the right to monitor employees' use of the Internet. You should be aware that:

- leaving Internet access open while away from your desk means that unauthorised use may occur in your absence and be attributable to you;
- spending long periods of the working day on the Internet means normal work is not being done or colleagues are picking up an unequal share; and
- telephone records and system records may be used to monitor your use of the Internet.

### **Unauthorised Use**

The employer will not tolerate the use of the Internet for any of the following:

- accessing/downloading pornography or other illegal or obscene material;
- downloading software which has not been virus checked and approved.
- personal communication, e.g. chat rooms, non-work-related forums;
- excessive accessing of on-line personal services such as holidays, shopping, banking; and creating and/or operating a personal web site.

This list is not exhaustive. Misuse of the internet for these or similar purposes will result in the Disciplinary Procedure being invoked.

## COMPUTER SOFTWARE

Because of potential virus infection and consequent damage to the system, you must not load any software onto any computer without the prior approval of management. Approval, which must be obtained in writing, will only be given after virus checking. You must ensure that virus protection software is maintained and periodically updated.

Under no circumstances must you load games or free issue software onto the employer's equipment. If a specific application or programme is necessary for your work, then the employer will consider purchasing it for same.

You must not make 'pirate' copies of Employer-owned software for use by other persons either inside or outside the organisation. This not only breaks the employer's rules; it is an illegal practice.

Failure to comply with any procedure will give rise to action being taken against you under the Disciplinary Procedure.

## MOBILE TELEPHONES

### **Mobile telephones issued by the Employer**

Where a mobile phone has been provided, it is for business use only and at all times will remain the property of the employer. You will have regard to legislative requirements in using the phone, particularly while driving. A mobile phone is provided primarily to enable you to do your job, i.e. to keep the employer informed at the earliest opportunity of matters which they need to know of and to be similarly contactable by the employer, or to contact colleagues or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charged and switched on while you are on duty.

If you have been issued with a mobile phone, you are responsible for the safekeeping and condition of the mobile phone at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The employer will arrange for any repair or replacement. In the event that the mobile phone is lost/stolen, the employer must be notified immediately in order to cancel the number.

The employer recognises that you may have to make personal calls during working hours or outside normal working hours. The cost of any personal calls made by you on an employer-provided mobile phone should be reimbursed by you to the employer. It may be possible to do this through deduction from your pay/expenses claim. However, you should discuss this option with your Line Manager.

### **Personal mobile telephones**

Personal phones must be turned to silent or discreet while on duty.



## **Anti-harassment**

Certain operations that may be performed on mobile phones may breach organisation rules and procedures. The sending of text messages or, as facilitated by 3G mobile phones, the sending of digital images, that are or could be deemed offensive, is strictly prohibited.

The photographing or filming of fellow employees, visitors or any member of the public without their consent may breach an individual's right to privacy and could constitute harassment. Any instance that comes to the employer's attention will be investigated. Should you be found to have used a mobile phone in such a way, you will be subject to action being taken under the Disciplinary Procedure.

If you consider that you have been a victim of this form of harassment, you should bring this to the attention of management immediately, in accordance with the Dignity at Work Policy.

## **ALCOHOL AND SUBSTANCE ABUSE**

Alcohol and substance misuse can have a detrimental effect upon your health, and can adversely influence your work performance and your relationships with colleagues and clients. It can result in reduced efficiency and increased absenteeism.

The employer has a duty towards, and is concerned about, the health and welfare of all employees. It is therefore the employer's policy to:

- promote a responsible attitude to the consumption of alcohol amongst employees;
- offer assistance to those employees who require it;
- treat alcohol and substance abuse as a health problem and assist employees to seek professional advice.

The employer will treat all relevant discussions with employees in such cases in strict confidence. If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist as a result of substance or alcohol abuse, the matter may be dealt with under the Disciplinary Procedure. If the employee has acknowledged the existence of a problem and/or has agreed to obtain medical help for the condition, this will be taken into consideration. However, any incident that, following due process, is deemed to be gross misconduct will be regarded as a dismissible offence.

## **GRIEVANCE PROCEDURE**

The employer is committed to promoting and maintaining good employee relations and fostering the commitment and morale of all staff. The Grievance Procedure is intended to enable employees to raise any complaints concerning work-related matters, so that the issue may be addressed promptly and without disruption to work. It establishes a process for employees to express and resolve in a fair and equitable manner any concerns or grievances that arise.

## **Informal discussion**

Most routine complaints are resolvable on an informal basis without recourse to the formal grievance procedure. Before invoking the grievance procedure, you may raise the matter informally with your Line Manager. If the complaint refers to your Line Manager, you may discuss the matter informally with his/her Line Manager/Superior.

If the matter has not been resolved satisfactorily through informal discussion, you may raise a formal complaint under the grievance procedure.

## **Stage One**

You should request, orally or in writing, a formal meeting with your Line Manager to discuss your grievance. A meeting with your Line Manager will then be arranged to take place within seven working days, where practicable. You may be accompanied at this meeting by a work colleague (not a Redemptorist) or accredited trade union representative, even though the employer may not formally recognise or engage with the union. His/her role will be as a minute taker and witness, not an advocate or spokesperson. There is no right to bring a legal representative. The meeting will enable you to give full details of your complaint.

It may not be appropriate to take up your grievance with your immediate Line Manager if your grievance is about that person. In this case you should raise it with his/her Line Manager/Superior. Following this meeting, you will be advised of the outcome in writing within 7 working days.

## **Stage Two**

If agreement cannot be reached at Stage One, the matter may be referred to the Rector of the House or his Vicar, unless one of these has been involved at an earlier stage. A meeting will then be arranged to take place within seven working days, where practicable. You may be accompanied at this meeting by a work colleague (not a Redemptorist) or accredited trade union representative. Following this meeting, you will be advised of the outcome in writing within seven working days.

## **Stage Three**

If the issue remains unresolved after Stage Two, the matter may be referred to the Delegate for Human Resources. A meeting will then be arranged to take place within seven working days, where practicable. You may be accompanied at this meeting by a work colleague (not a Redemptorist) or accredited trade union representative. Following this meeting, you will be advised of the outcome in writing within seven working days.

## **Note**

In most instances, this Procedure will be appropriate for resolving work-related issues. However, where the grievance concerns personal issues involving a Redemptorist member of the House, the matter may need to be referred to the appropriate Redemptorist authorities.

## **Record of Proceedings**

At all stages of the grievance process, a record of proceedings will be made and kept on file.

## DISCIPLINARY PROCEDURE

### **Purpose**

The disciplinary procedure applies to all employees. The principal objective is to promote fairness and encourage improvement in individual conduct rather than providing penalties for misconduct. This procedure is designed to ensure that all employees achieve and maintain appropriate standards of conduct, attendance and job performance.

### **Principles**

- Disciplinary action may only be taken against an employee when the case has been fully investigated and the facts established.
- At every stage in the procedure the employee will be advised of the nature of the complaint against him/her. He/she will be invited to a meeting and be given the opportunity to state their case before any decision is made.
- The employee will have the right to be accompanied at meetings by a colleague (not a Redemptorist) or accredited trade union representative during the disciplinary process, even though the employer may not formally recognise or engage with the union. His/her role will be as a minute taker and witness, not an advocate or spokesperson. There is no right to bring a legal representative.
- An employee will be given adequate time to prepare for the meeting.
- An employee will have the right to appeal against any disciplinary penalty imposed.

### **Procedure: minor misconduct**

Generally, an employee whose work, conduct or attendance is considered unsatisfactory will be advised informally by their immediate Line Manager and be given an opportunity to demonstrate improvement.

Where the matter is more serious, and/or informal discussion has not brought improvement, disciplinary action may be implemented.

A full investigation of all facts will be undertaken and individuals will be given full details of these facts, and given the opportunity to respond, before any decision is made. This procedure recognises the difference between serious misconduct (where dismissal may be necessary) and minor misconduct (where other sanctions might be invoked).

Management reserves the right to select the appropriate stage of the disciplinary procedure, depending upon the particular circumstances of each case. Employees will be advised of the appropriate disciplinary Stage being utilised prior to attending any meeting.

### **Stage I: Oral Warning**

An employee whose work, conduct or attendance falls below the required standards may be issued with a formal oral warning by their Line Manager. The employee will be advised of the precise nature of the complaint, the improvements required and the timescale for improvement. He/she will be advised that the warning is being issued under the first Stage of the Disciplinary Procedure and that failure to improve may result in further disciplinary action under Stage 2 of the Disciplinary Procedure.

A record of the warning will be kept on the employee's personnel file and will be removed after six months, subject to satisfactory improvement during this period. The employee will have a right to appeal the oral warning to the Rector/Vicar of the community. This appeal must be made within 7 days of the issue of a verbal warning.

### **Stage 2: First Written Warning**

If the employee fails to make the necessary improvements, or if the misconduct is more serious, he/she may be issued with a formal written warning by their Line Manager. The written warning will give details of the complaint, the improvements required and the timescale for improvement. He/she will be advised that the warning is being issued under the second Stage of the Disciplinary Procedure. The employee will also be advised that failure to improve may result in the issuing of a final written warning under Stage 3 of the Disciplinary Procedure.

A record of the warning will be kept on the employee's personnel file and will be removed after nine months, subject to satisfactory improvement during this period. The employee will have a right to appeal the written warning. This appeal must be made within 7 days of the verbal warning being issued.

### **Stage 3: Final Written Warning**

If the employee fails to make the necessary improvements, or if the misconduct is more serious, he/she may be issued with a final written warning. The warning will give details of the complaint, the improvements required and the timescale for improvement. The employee will be advised that the final written warning is being issued under Stage 3 of the Disciplinary Procedure and that failure to improve may lead to dismissal or some other sanction short of dismissal under Stage 4 of the Disciplinary Procedure.

A record of the warning will be kept on the employee's personnel file and will be removed after twelve months subject to satisfactory improvement during this period. The employee will have a right to appeal the final written warning. This appeal must be made within 7 days of the written warning being issued.

### **Stage 4: Dismissal or action short of dismissal**

Failure to meet the required standards of work, conduct or attendance following the issuing of a final written warning, or if the misconduct is more serious, may lead to a disciplinary hearing under Stage 4.

The Delegate for Human Resources, or an independent facilitator (with appropriate training and experience), in conjunction with the Rector/Line Manager, will hear all cases at stage 4 of the Disciplinary Procedure, the outcome of which may include:

- Transfer to another area of work or demotion
- Some other appropriate disciplinary action short of dismissal
- Dismissal

The following are examples of **serious or gross misconduct** which will be dealt with from the outset under Stage 4:

- Disclosure of confidential matters to third parties (see **Code of Conduct**, page 22).
- Wilful or gross negligence.
- Dishonesty, theft, fraud including falsification of documents.
- Conviction of an offence, other than an offence which in the reasonable opinion of the Employer does not affect your position with the employer.
- Professional activities in competition with or detrimental to the employer's business.
- Misuse of drugs or alcohol at work or attending at work under the influence of alcohol or drugs.
- Abusive and/or insulting behaviour towards a colleague and/or client.
- Discriminatory behaviour towards colleagues and/or clients including harassment, sexual harassment or bullying.
- Disorderly or indecent conduct, fighting on the employer's premises or threatening physical violence.
- Malicious damage to the employer's or colleagues' property.
- Serious misuse of the employer's communications systems including telephone, email and internet resources.
- Flagrant failure to follow the employer's rules, policies and procedures.
- Unauthorised absence from assigned area or duties.
- Serious breach of the employer's health and safety or other rules.
- Any other conduct that significantly interferes with the efficient operation of the employer's business.

This list of serious misconduct is not exclusive; nor does it imply that the employer will not take action in accordance with its rights or duties under criminal law, where appropriate.

### **Suspension from Duty**

It may be necessary to arrange for temporary redeployment of an employee or, in some circumstances, suspension from duty with pay, pending investigation. Such action does not imply guilt. Suspension from duty can only be authorised by the Rector/Vicar of the community, or other appropriate authority, following consultation with the Delegate for Human Resources.

### **Appeals from disciplinary decisions**

Employees shall have the right to appeal against any disciplinary decisions.

An employee who wishes to appeal against a disciplinary decision must do so in writing, stating the reasons for the appeal, within seven working days of the date on which the employee is notified of the disciplinary sanction. The Line Manager will forward the appeal to the Rector/Vicar of the House or the Delegate for Human Resources, as appropriate. An employee will have the right to be accompanied by a work colleague (not a Redemptorist) during the appeal hearing.

At the hearing of the appeal, the reasons for the appeal and the sanctions imposed will be considered. Should a disciplinary sanction be reconsidered/withdrawn, any written reference to it and the original decision shall be immediately removed from the employee's personal file and the employee notified accordingly.

An appeal against the decision of the Rector/Vicar of the House will be determined by the Delegate for Human Resources or, if he/she has already been involved, by a member of the HR Advisory Panel or other independent expert.

A decision of the Delegate for Human Resources (or other independent expert) will be final, except in the case of a decision to dismiss. In such cases the employee may appeal against the decision to the Ordinary Provincial Council of the Redemptorists. The decision arising from an appeal against dismissal to the Ordinary Provincial Council shall be final.

However, nothing in these procedures shall inhibit an employee from accessing other services in accordance with the *Workplace Relations Act 2015*.

### **Time Limits**

Any appeal should be lodged in writing, setting out the reasons for the appeal, within seven working days of the decision.

- The hearing of the appeal will be normally undertaken within three weeks of the receipt of the appeal.
- The employee shall be given at least five working days' notice of the date of the hearing.

### **Record of Proceedings**

At all stages of the disciplinary process, including the appeals process, a record of proceedings will be made and kept on file.

## **EQUAL OPPORTUNITY POLICY**

The Employer is committed, in accordance with legislation, to the principle of equal opportunity in employment. Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race or membership of the Traveller Community. The employer's objective is to ensure that individuals are selected, promoted and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of employment against employees or job applicants;
- not inducing or attempting to induce others to practice unlawful discrimination; and
- bringing to the attention of employees that they will be subject to disciplinary action for discrimination of any kind.

You can contribute by:

- not discriminating against fellow employees, customers, suppliers or members of the public with whom you come into contact during the course of your employment;
- not inducing or attempting to induce others to practice unlawful discrimination; and
- reporting any discriminatory action to your Line Manager or the HR Delegate.

The successful achievement of these objectives requires a contribution from everyone and you have an obligation to report any act of discrimination known to you.

## **DIGNITY AT WORK POLICY**

It is our policy to provide a work environment that is friendly, stimulating and respectful. Respect for each other creates an excellent climate to work in and we should all aim to maintain such an environment. Any form of discourtesy is unacceptable, as is any form of bullying or harassment of any person. Appropriate disciplinary action, up to and including dismissal, may be taken against any employee who is found to have breached this policy.

This policy applies to all employees. The policy also extends, for employees, beyond the workplace to attendance at conferences, training and work-related social events.

The aim of this policy is to identify examples of unacceptable behaviour and provide a mechanism for dealing with any such issues should they arise.

People have differing understandings of what "bullying", "harassment", or "sexual harassment" entail. See **Appendix 7** (p. 40) for some descriptions and examples of behaviours involved in bullying, harassment and sexual harassment. Many of these behaviours could be considered to be gross misconduct. However, none of them will be tolerated and they will be investigated under the Dignity at Work policy.

Note that the intention of the person engaging in the unwelcome behaviour is irrelevant; the effect of the behaviour on the employee concerned is what is important. Hence, when dealing with any complaints arising under this policy, the complainant's perception of what occurred is taken into account as well as the entire circumstances of the incident(s).

### **Procedure for dealing with complaints**

Whenever possible, it is in the best interests of all parties for issues to be resolved informally and every effort will be made to seek a resolution of the issue at all stages of the procedure. All stages will be dealt with fairly and with the utmost confidentiality and due respect for the rights of the complainant and the person complained about. There will be no victimisation of, or retaliation against, any parties concerned in the process and any such victimisation or retaliation may itself be the subject matter of disciplinary action.

### **Informal process**

Before considering taking action, the complainant may wish to discuss the matter in confidence with their Line Manager, or – if they can – immediately tell the individual responsible that the behaviour is offensive/unwanted and that they want it to stop. In many cases the situation can be resolved simply by communicating this.

If an employee finds it difficult to directly approach the individual whose behaviour is unwanted, they may choose to seek help and advice on a confidential basis from their Line Manager or the Rector/Vicar of the community and may request assistance in raising the issue with the individual whose behaviour is unwanted. In this situation the person complained of will be approached by way of a confidential, non-confrontational discussion, with a view to resolving the issue in an informal low-key manner.

### **Mediation**

Mediation is the preferred method for the resolution of complaints of bullying and harassment which are not capable of being resolved informally. The objective of mediation is

to resolve the matter speedily and confidentially without recourse to a formal investigation and with the minimum of conflict and stress for the individuals involved.

Mediation requires the voluntary participation and co-operation of both parties in order to work effectively. A mediator will be sourced with the assistance of your Line Manager, in consultation with the Delegate for Human Resources. The assigned mediator will meet with both parties, usually separately to begin with, to discuss the alleged offending behaviour.

The mediator will then bring both parties together to reach a common understanding and agreement on acceptable future behaviour. A mediated agreement seeks to reach an accommodation between the parties and thereby restore harmonious working relations. A mediated solution will not result in the issues being dealt with under the disciplinary policy. Minimal paperwork and/or records will be generated by this process.

Mediation may be attempted at any/all points in the process. If the mediation process does not produce a resolution the complainant may seek to have the matter resolved through formal investigation. Any information that emerges during the course of the mediation process remains strictly confidential and cannot be disclosed as part of a formal investigation.

### **Formal process**

If a resolution is not possible on an informal basis or through mediation, the complainant can raise the matter formally, in writing, directly with the appropriate Line Manager. Such a complaint will immediately be forwarded to the Delegate for Human Resources. The Delegate will respond to the complainant, acknowledging receipt of the complaint, and will notify the complainant as to who will direct the conduct and timing of the investigation. Such an investigation will be independent and objective.

### **Investigation procedure**

The investigator will interview the complainant so as to verify the full extent of the complaint. Details of the complaint and all or any relevant information will be furnished to the person complained of. He/she will be given a full opportunity to respond and will also be advised of the proposed timing of the investigation. At all stages of the investigation, the complainant and the person complained about will be entitled to be accompanied by a work colleague (not a Redemptorist).

On conclusion of the investigation, a report will be issued and distributed to the complainant, the person complained of and the Delegate for Human Resources. If, following review of the investigation report, there is a case to answer, the disciplinary procedure may be invoked. This will occur if the complaint is upheld or it is found that the complaint was made maliciously. Possible sanctions will be up to and including dismissal.

In the event of a claim which is unfounded or unsubstantiated, but where malicious intent is not found to be involved, no disciplinary action will be taken.

### **Appeal**

If the complainant or the person complained of is unhappy with the investigative process, either party can appeal in writing to the Delegate for Human Resources, setting out the reasons for the appeal, and the Delegate will consider same.



## HEALTH AND SAFETY POLICY

It is the Employer's intention to ensure the safety, health and welfare of all employees through the provision and maintenance of a safe place of work, safe equipment and safe systems of work. The Employer also aims to ensure the safety and health of persons who come in contact with the work activities of the different departments.

The allocation of responsibilities for safety and the arrangements and resources being deployed to implement this safety policy will be set out in a Safety Statement. Details of safety arrangements applying to specific departments will be set out in ancillary Safety Statements and located in each department.

Overall and final responsibility for the safety, health and welfare of employees is that of the Rector/Vicar, or Local Superior, for the time being of the Redemptorist community. In particular, he is responsible for:

- ensuring compliance with safety legislation;
- ensuring that there is an effective safety policy;
- ensuring that the policy is periodically reviewed;
- including safety considerations as an integral part of the management programme.

## CODE OF CONDUCT: RULES AND PROCEDURES

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches will result in disciplinary action up to and including dismissal. If you have any concerns or require clarification on any issue(s), please raise them with management. The employer may need to change or update the rules from time to time and any such changes will be notified to you as appropriate.

### Confidentiality

You shall not, except as authorised by the employer or required by your duties under your employment contract, use for your own benefit or divulge to any persons, company or other organisation whatsoever any confidential information belonging to the employer or relating to his affairs or dealings which may come to your knowledge during your employment.

All records, documents and other papers considered to be confidential, together with any copies or extracts thereof, made or acquired by you in the course of your employment shall be the property of the employer and must be returned to the Employer on termination of your employment.

### General rules (this list is not exhaustive):

- You are expected to act wholeheartedly in the interests of the Employer at all times. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Employer's rules.
- You have an obligation to ensure that you do not act in a manner that could be considered to be of an unlawful or discriminatory nature.

- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- You are expected to read and observe all authorised notices as displayed.
- You must not perform, arrange or carry out any work or activity that could be considered to be in competition with or affect in any way the Employer's interests.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Employer's policy with regard to the use of mobile phones.
- You are not permitted to remove material or equipment of any kind from the Employer without prior permission.
- Working time and/or the Employer's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Employer's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- You must not bring visitors onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained in the presence of any person you work with or meet during the course of your employment, including workplace training events or social functions.

## **RETIREMENT**

The normal age of retirement is 66 years. The employer may, in exceptional circumstances and by agreement with the employee concerned, extend service beyond 66 for one year or any less period, and for such further periods of not more than one year at a time, as management may consider desirable.

If you wish to be considered for employment in line with the above after you reach the age of 66, you should write to your Line Manager with your request, giving at least six months' notice before you are due to retire. Your Line Manager will meet with you to discuss the request and will notify you of his/her decision in writing.

## Appendix 1: SICK LEAVE AND SICK PAY

(abridged from [www.citizensinformation.ie](http://www.citizensinformation.ie))

### Introduction

In general, an employee has no right under employment law to be paid while on sick leave. Consequently, it is at the discretion of the employer to decide their own policy on sick pay and sick leave, subject to the employee's contract or terms of employment.

You may apply for [Illness Benefit](#) if you have enough social insurance contributions. If you do not have enough social insurance contributions, you should contact the [Department of Social Protection's representative \(formerly the Community Welfare Officer\)](#) at your local health centre who will assess your situation.

If you are entitled to sick pay, your employer will probably require you to sign over any Illness Benefit payment from the Department of Social Protection to your employer for as long as the sick pay continues.

Often, your contract of employment will place a maximum period of sick pay entitlement in a stated period, for example, one month's sick pay in any 12-month period. Clear rules should be put in place by the employer where an employee is sick and is unavailable for work. For example, it should be clear that if you are sick and unavailable for work, you must contact a specified person by a certain time.

**Medical certificates:** Your employer can require you to provide a medical certificate (from your GP or family doctor) when you are on sick leave. For example, you may have to provide a medical certificate if you are out sick for more than 2 consecutive days. The medical certificate should state the date you are likely to return to work. If you are likely to be out sick for a longer period, your employer may require you provide weekly medical certificates. The [Department of Social Protection has issued guidelines to assist GPs in certifying patients](#). These guidelines provide defined periods of expected recovery and return to work in respect of common medical conditions and surgical procedures.

In some circumstances, where an employee has consistently been absent from work (or if through illness is no longer capable of continuing work), employment may be terminated. Employees are protected in certain circumstances in this instance through the [unfair dismissals](#) legislation.

If you are unsure about whether or not you are entitled to sick pay, you should consult your [contract of employment](#) or speak to your employer.

An employee who does not receive sick pay as their terms of employment may make a complaint under the Payment of Wages Act using the online complaint form available on [workplacerelations.ie](http://workplacerelations.ie).

## **Accident or injury at work**

If you have an accident at work and you are not entitled to sick pay, you can apply for [Injury Benefit](#). This is a weekly payment from the Department of Social Protection if you are unfit for work due to an accident at work or an occupational disease. Under the [Medical Care Scheme](#) you can claim certain medical costs that are not paid by the Health Service Executive (HSE) or covered by Treatment Benefit Scheme. You can find out more about these payments in [our document on the Occupational Injuries Benefit Scheme](#).

If you are entitled to sick pay, your employer will probably require you to sign over any Injury Benefit payment from the Department of Social Protection to your employer for as long as the sick pay continues.

If you have suffered an injury at work, you can seek compensation from your employer by making a personal injury claim through [InjuriesBoard.ie](#). You can read more about this in [our document on health and safety in the workplace](#).

## **Sick leave during public holidays**

If you are a full time worker who is on sick leave during a [public holiday](#), you are entitled to benefit for the public holiday you missed. If you are a part-time worker on sick leave during a public holiday, you would be entitled to time off work for the public holiday provided you worked for your employer at least 40 hours in the previous 5-week period.

However, you are not entitled to the public holiday if you are absent from work immediately before the public holiday and you have been off work for more than 26 weeks due to an ordinary illness or accident, or for more than 52 weeks due to an occupational accident.

## **Sick leave and annual leave**

If you are ill during your annual leave and have a medical certificate for the days you were ill, these sick days will not be counted as annual leave days. Instead, you can use these days as annual leave at a later date. An employer cannot require you to take annual leave for a certified period of illness.

Since 1 August 2015, you [accumulate statutory annual leave entitlement during a period of certified sick leave](#). Employees on long-term sick leave can retain annual leave they could not take due to illness for up to 15 months after the end of the year in which it is accrued – see ‘Further information’ below.

## **Appendix 2: MATERNITY LEAVE**

(Abridged from *www.citizensinformation.ie/*)

### **Introduction**

If you become pregnant while in employment, you are entitled to take maternity leave. The entitlement to a basic period of maternity leave from employment extends to all female employees in Ireland (including casual workers), regardless of how long you have been working for the organisation or the number of hours worked per week. You can also avail of additional unpaid maternity leave. The Maternity Protection Acts 1994 and 2004 provide your statutory minimum entitlements in relation to maternity at work including maternity leave.

You are entitled to 26 weeks' maternity leave together with 16 weeks' additional unpaid maternity leave, which begins immediately after the end of maternity leave.

Under the Maternity Protection (Amendment) Act 2004 at least 2 weeks have to be taken before the end of the week of your baby's expected birth and at least 4 weeks after. You can decide how you would like to take the remaining weeks. Generally, employees take 2 weeks before the birth and the remaining weeks after. If you qualify for Maternity Benefit (see below) at least 2 and no more than 16 weeks must be taken before the end of the week the baby is due.

### **Payment during maternity leave**

Your entitlement to pay and superannuation during maternity leave depends on the terms of your contract of employment. Employers are not obliged to pay women on maternity leave. You may qualify for Maternity Benefit (which is a Department of Social Protection payment) if you have sufficient PRSI contributions. However, an employee's contract could provide for additional rights to payment during the leave period, so that, for example, the employee could receive full pay less the amount of Maternity Benefit payable.

### **Additional maternity leave**

You are also entitled to take up to a further 16 weeks' additional maternity leave which begins immediately after the end of maternity leave. This period is not covered by Maternity Benefit, nor is your Employer obliged, unless otherwise agreed, to make any payment during this period - see below. If you become ill while you are on additional maternity leave you may ask your Employer if you may end the additional maternity leave. If your Employer agrees you will not be entitled to the remainder of the maternity leave but will be treated as being on sick leave and you may be entitled to Illness Benefit.

### **Public holidays and annual leave**

You are entitled to leave for any public holidays that occur during your maternity leave (including additional maternity leave). The right of employees to leave for public holidays is set down in Section 21 of the Organisation of Working Time Act 1997.

Apart from pay and superannuation, time spent on maternity leave (including additional maternity leave) is treated as though you have been in employment, and this time can be used to accumulate annual leave and public holiday entitlement

### **Stillbirths and miscarriages**

If you have a stillbirth or miscarriage any time after the 24th week of pregnancy, you are entitled to full maternity leave. This means a basic period of 26 weeks and 16 weeks of additional maternity leave. If you have satisfied the PRSI requirements, Maternity Benefit is payable for the 26 weeks of the basic maternity leave.

To apply for Maternity Benefit following a stillbirth, you need to send a letter from your doctor with the Maternity Benefit application form, confirming the expected date of birth, the actual date of birth and the number of weeks of pregnancy.

### **Health and safety leave**

An Employer should carry out separate risk assessments in relation to pregnant employees and those who have recently given birth or are breastfeeding. If there are particular risks, these should be either removed or the employee moved away from them. If neither of these options is possible, the employee should be given health and safety leave from work which may continue up to the beginning of maternity leave. During health and safety leave, Employers must pay employees their normal wages for the first 3 weeks, after which Health and Safety Benefit may be paid. The Health and Safety Authority website has a list of Pregnant at Work FAQs.

### **Father's entitlement to maternity leave**

Fathers are entitled to maternity leave if the mother dies within 40 weeks of the birth. In these circumstances, the father is entitled to a period of leave, the extent of which depends on the actual date of the mother's death. If the mother dies within 24 weeks of the birth, he has an optional right to the additional maternity leave. If the mother's death is over 24 weeks after the birth, the father is entitled to leave until 40 weeks after the birth. The leave starts within 7 days of the mother's death.

### **Postponing maternity leave**

Section 7 of the Maternity Protection (Amendment) Act 2004 provides for postponement of maternity leave in strict circumstances, that is, if your baby is hospitalised. This right to postpone leave applies whether you are on maternity leave, or on additional unpaid maternity leave. Note that your Employer has the right to refuse your application to postpone your maternity leave.

### **Returning to work**

Under Section 26 of the Maternity Protection Act 1994 you are entitled to return to work to the same job with the same contract of employment. Section 27 of the Act states that if it is not reasonably practicable for your Employer to allow you to return to your job, then they

must provide you with suitable alternative work. This new position should not be on terms substantially less favourable than those of your previous job.

Otherwise, you are entitled to be treated as if you had been at work during your maternity leave. Your employment conditions cannot be worsened by the fact that you have taken maternity leave, and if pay or other conditions have improved while you have been on maternity leave then you are entitled to these benefits when you return to work.

**PRSI contributions:** you will automatically be awarded PRSI credits while you are getting Maternity Benefit. If you avail of unpaid additional maternity leave you must get your Employer to complete an application form for maternity leave credits after you return to work.

If you are breastfeeding, you may be entitled to some time off or a reduction in hours without loss of pay for up to 26 weeks after the birth.

If you decide not to return to work after your period of maternity leave, you are required to give your Employer notice in the usual manner.

You are protected against unfair dismissal for claiming your rights under maternity protection legislation.

### **Medical visits**

Once your pregnancy is confirmed you may take reasonable time off for medical visits connected with the pregnancy. There is no maximum or minimum amount of time off specified for these visits. Rather, you are entitled to as much time off as is necessary to attend each visit. This includes the time required to travel to and from the appointment and the time taken for the appointment itself.

You will need to provide your Employer with medical evidence confirming the pregnancy, giving 2 weeks' notice of your medical visits. You should show your appointment card if requested by your Employer at any time after your first appointment. You may also take time off for medical visits after the birth for up to 14 weeks following the birth including any time taken on maternity leave after the birth. You are entitled to be paid while keeping these medical appointments both before and after the birth.

### **Ante-natal classes**

You may also be entitled to take paid time off to attend some ante-natal classes. Your entitlement is for one set of ante-natal classes except for the last 3 classes of the set. Fathers are entitled to paid time off to attend the last 2 classes in the set of ante-natal classes.

### **RULES**

**Notice:** You must give your Employer at least 4 weeks' written notice of your intention to take maternity leave and you must also provide your Employer with a medical certificate

confirming the pregnancy. If you intend to take the additional 16 weeks' maternity leave you must provide your Employer with at least 4 weeks' written notice. Both these notices can be given at the same time.

**Early birth:** If your baby is born more than 4 weeks before your due date, you will have fulfilled the notice requirements if you give your Employer written notice within 14 days of the birth.

**Medical certification:** Section 11 of the Maternity Protection Act 1994 provides that if you are certified by your doctor as needing to start maternity leave for medical reasons, your maternity leave will start on the earlier date as specified on the medical certificate. In this case you are considered to have complied with the notice requirements.

**Return to work:** You must give your Employer at least 4 weeks' written notice of your intention to return to work

It is important to comply with these notice requirements, as failure to do so may cause loss of rights.

You must notify your Employer as soon as possible if you wish to postpone your maternity leave (but, remember, your Employer can refuse this application).

### **Maternity Benefit**

For information on maternity benefit in the Republic of Ireland, see the Citizens Information website at:

[http://www.citizensinformation.ie/en/social\\_welfare/social\\_welfare\\_payments/social\\_welfare\\_payments\\_to\\_families\\_and\\_children/maternity\\_benefit.html](http://www.citizensinformation.ie/en/social_welfare/social_welfare_payments/social_welfare_payments_to_families_and_children/maternity_benefit.html)



## Appendix 3: ADOPTIVE LEAVE

(Abridged from *www.citizensinformation.ie/*)

### Information

Under the Adoptive Leave Act 1995, as amended by the Adoptive Leave Act 2005, only the adoptive mother is entitled to avail of adoptive leave from employment, except in the case where a male is the sole adopter.

Since 1 March 2007 you are entitled to 24 weeks' adoptive leave. You are also entitled to take 16 weeks' additional unpaid adoptive leave after your adoptive leave ends – see below.

### Pay during adoptive leave

Your right to adoptive leave means that you have a right to a period of leave from employment without pay. If you have enough PRSI contributions, you may qualify for Adoptive Benefit which is paid by the Department of Social Protection while you are on adoptive leave. You will not get Adoptive Benefit for the full 24 weeks unless your adoptive leave begins on the date of placement.

### Additional unpaid adoptive leave

From 1 March 2007 you are also entitled to take up to a further 16 weeks' additional adoptive leave, but this period is not covered by Adoptive Benefit, nor is your Employer obliged, unless otherwise agreed, to make any payment during this period. If you become ill, you can ask your Employer if you can terminate your unpaid additional adoptive leave. If your Employer agrees you would then transfer onto sick leave and may receive Illness Benefit or sick pay.

### Before the adoption

You are entitled to **paid time off work** to attend preparation classes and pre-adoption meetings with social workers required during the pre-adoption process.

### Public holidays and annual leave

You are entitled to leave for any public holidays that occur during your adoptive leave (including additional adoptive leave). The right of employees to leave for public holidays is set down in Section 21 of the Organisation of Working Time Act 1997.

Time spent on adoptive leave (including additional adoptive leave) is treated as though you have been in employment, and this time can be used to accumulate annual leave and public holiday entitlement.

### Employment rights

Under the adoptive leave legislation all employment rights (except remuneration and superannuation benefits) associated with the employment, such as annual leave and seniority, are protected during adoptive leave and additional adoptive leave.

## **Postponement of adoptive leave**

Since 30 January 2006 if the adopted child is hospitalised, the period of leave or additional leave may be postponed, provided that the Employer agrees.

## **Returning to work following adoptive leave**

The employee has the same rights to return to work as with maternity leave, and must also give **4 weeks' notice** of the intention to return. You are entitled to return to the job you had immediately before the leave, unless this is not reasonably practicable for the Employer. Where this is the case, then your Employer must offer you a suitable and appropriate alternative. The terms and conditions of the alternative and the capacity under which you are to be employed, *must not be less favourable* than your job before going on leave.

**PRSI contributions:** you will automatically be awarded PRSI credits while you are getting Adoptive Benefit. If you avail of unpaid additional adoptive leave you must get your Employer to complete an application form for adoptive leave 'credits' after you return to work.

You are protected against unfair dismissal for claiming your rights under adoptive leave legislation.

## **RULES**

**Notice:** You must give 4 weeks' notice to your Employer of your intention to take adoptive leave (for both foreign and domestic adoptions) before the expected placement of the child. As soon as is reasonably practicable you must give your Employer the expected date of the placement. If you intend to take the 16 weeks' additional adoptive leave you must provide your Employer with at least 4 weeks written notice. Both these notices can be given at the same time.

It is important to comply with the notice requirements as failure to do so may cause loss of rights.

## **Appendix 4: PARENTAL LEAVE**

(Abridged from *www.citizensinformation.ie/*)

### **Information**

The Parental Leave Act 1998, as amended by the Parental Leave (Amendment) Act 2006, allows parents in Ireland to take parental leave from employment in respect of certain children. A person acting in loco parentis with respect to an eligible child is also eligible.

### **Age of child**

Since 18 May 2006, leave can be taken in respect of a child up to 8 years of age (was 5 years). If a child was adopted between the age of 6 and 8, leave in respect of that child may be taken up to 2 years after the date of the adoption order. In the case of a child with a disability leave may be taken up to 16 years of age. In addition, an extension may also be allowed where illness or other incapacity prevented the employee taking the leave within the normal period.

### **Amount of parental leave**

Since 8 March 2013 the amount of parental leave available for each child amounts to a total of 18 working weeks per child. Where an employee has more than one child, parental leave is limited to 18 weeks in a 12-month period. Parents of twins or triplets can take more than 18 weeks of parental leave in a year.

The 18 weeks per child may be taken in one continuous period or in 2 separate blocks of a minimum of 6 weeks. There must be a gap of at least 10 weeks between the 2 periods of parental leave per child. However, if your employer agrees you can separate your leave into periods of days or even hours.

Both parents have an equal separate entitlement to parental leave. Unless you and your partner work for the same Employer, you can only claim your own parental leave entitlement (18 weeks per child). If you both work for the same employer and your employer agrees you may transfer 14 weeks of your parental leave entitlement to each other.

### **Illness of parent**

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.

### **Employment rights while on parental leave**

You are not entitled to pay from your Employer while you are on parental leave nor are you entitled to any social welfare payment equivalent to Maternity Benefit or Adoptive Benefit.

Taking parental leave does not affect other employment rights you have. Apart from the loss of pay and pension contributions, your position remains as if no parental leave had been taken. This means, for example, that time spent on parental leave can be used to accumulate your annual leave entitlement.

The legislation only provides for the minimum entitlement. Your contract may give you more extensive rights.

### **Social insurance contributions**

The Minister for Social Protection has introduced Regulations to ensure preservation of social insurance (PRSI) records for employees who take parental leave. Your employer must write to the Records Update Section of the Department of Social Protection, detailing the weeks you have not worked so that you can get credited PRSI contributions for this time.

### **Annual leave and public holidays**

While on parental leave, you must be regarded for employment rights purposes as still working. This means that you can build up annual leave while on parental leave. If your annual holidays fall due during parental leave, they may be taken at a later time. You are entitled to any public holidays that occur while you are on parental leave. Your public holiday entitlement can be added to the end of your parental leave.

## **RULES**

- Generally, you must have been working for your employer for a year before you are entitled to parental leave. However, if your child is very near the age threshold and you have been working for your employer for more than three months but less than one year you are entitled to pro-rata parental leave. This is one week's leave for every month of employment completed.
- If you change job and have used part of your parental leave allowance you can use the remainder after one year's employment with your new employer provided your child is still under the qualifying age
- Apart from a refusal on the grounds of non-entitlement, an employer may also postpone the leave for up to 6 months. After that, the leave cannot be postponed without further written agreement. This must be done before the confirmation document is signed. Grounds for such a postponement include lack of cover or the fact that other employees are already on parental leave. Normally only one postponement is allowed, but it may be postponed twice if the reason is seasonal variations in the volume of work.
- Parental leave is to be used only to take care of the child concerned. If the parental leave is taken and used for another purpose the employer is entitled to cancel the leave.
- Employers must keep records of all parental leave taken by their employees. These records must include the period of employment of each employee and the dates and times of the leave taken. Employers must keep these records for 8 years. If an Employer fails to keep records they may be liable to a fine of up to €2000.

- You are entitled to return to your job after your parental leave unless it is not reasonably practicable for the employer to allow you to return to your old job. If this is the case, you must be offered a suitable alternative on terms no less favourable compared with the previous job including any improvement in pay or other conditions which occurred while you were on parental leave.
- The legislation protects parents who take parental leave from unfair dismissal.
- Since 8 March 2013, when you return to work after taking parental leave, you are entitled to ask for a change in your work pattern or working hours for a set period. Your employer must consider your request but is not obliged to grant it.

### **How to apply**

You must give written notice to your employer of your intention to take parental leave. You should inform your Employer in writing at least six weeks before the leave is due to start. The notice should state the starting date and how long the leave will last. After this not less than four weeks before the leave is due to start, you will need to sign a document with your Employer confirming the details of the leave.

Disputes about parental leave may be referred by the employee or the employer within 6 months of the dispute or complaint occurring. You must use the online complaint form available on [workplacerelations.ie](http://workplacerelations.ie). The time limit may be extended for up to a further 6 months, but only where there is a reasonable cause which prevented the complaint being brought within the normal time limit.

## **Appendix 5: CARER'S LEAVE**

(Abridged from *www.citizensinformation.ie/*)

### **Information**

The Carer's Leave Act 2001 allows employees in Ireland to leave their employment temporarily to provide full-time care for someone in need of full-time care and attention. You are entitled to take carer's leave of at least 13 weeks up to a maximum of 104 weeks. If you ask to take less than 13 weeks' carer's leave, your employer may refuse your request: see Taking Carer's Leave below.

Carer's leave from employment is unpaid but the Carer's Leave Act ensures that those who propose to avail of carer's leave will have their jobs kept open for them for the duration of the leave. You may be eligible for Carer's Benefit if you have enough PRSI contributions. If you do not qualify for Carer's Benefit you may qualify for Carer's Allowance which is a means-tested payment. You can take carer's leave even if you do not qualify for either of these payments.

### **Rules**

You must have worked for your Employer for a continuous period of 12 months to be eligible to apply for carer's leave.

The person you are proposing to care for must be deemed to be in need of full-time care and attention by a deciding officer of the Department of Social Protection. The decision by the Department is reached on the basis of information provided by the family doctor (GP) of the person whom you will be caring for. The person you propose to care for must be so disabled as to require:

- Continuous supervision and frequent assistance throughout the day in connection with their normal personal needs for example, help to eat, drink, wash or dress, **or**
- Continuous supervision in order to avoid danger to themselves

The person you will be caring for does not need to be a family member or spouse, but could be a friend or colleague.

### **Taking carer's leave**

You may apply to take carer's leave in one continuous period of 104 weeks or for a number of periods not exceeding a total of 104 weeks. If you do not take carer's leave in one continuous period, there must be a gap of at least 6 weeks between the periods of carer's leave. You must give your employer at least 6 weeks' notice of your intention to take carer's leave - see 'How to apply' below.

Your employer may refuse (on reasonable grounds) to allow you take a period of carer's leave which is less than 13 weeks' duration. Where your employer refuses this leave, he or she must specify in writing to you the grounds for refusing you this leave.

However, you and your employer may agree arrangements for carer's leave which are more favourable to you.

You may only be on carer's leave in respect of any one person in need of full-time care at any one time. An exception is where 2 people live together and both are in need of full-time care and attention. In this situation the total amount of carer's leave is 208 weeks (104 for each person being cared for).

If your carer's leave to care for someone has terminated, you cannot commence another period of carer's leave to care for a different person until a period of 6 months has elapsed since the termination of the previous period of carer's leave.

### **Confirmation of carer's leave from employment**

If you have successfully applied for carer's leave from employment, no less than 2 weeks before you intend to commence carer's leave, you and your employer must prepare and sign a document specifying or confirming this arrangement. The document must include some important information, for example, the date when you wish to commence carer's leave, the duration of your carer's leave, and the form in which your leave will be taken. Your employer signs and retains this document and must give you a copy of it so you can have a record of this arrangement. For a sample confirmation letter see Appendix B of: [https://www.workplacerelations.ie/en/publications/forms/guide to the carers leave act.pdf](https://www.workplacerelations.ie/en/publications/forms/guide%20to%20the%20carers%20leave%20act.pdf). Your employer signs and retains this document and must give you a copy of it so that you can have a record of this arrangement.

### **Working while on carer's leave**

You may work while you are on carer's leave for up to 15 hours a week provided your income from employment or self-employment is less than a weekly income limit set by the Department of Social Protection (DSP). You should contact the Carer's Benefit Section of the DSP for details of the income limit - see 'Where to apply' below. Alternatively, you may attend an educational or training course or take up voluntary work for a maximum of 15 hours a week.

Before you start work or training you should inform the Dept of Social Protection.

### **Your social insurance (PRSI) record**

If you are getting Carer's Benefit you will get credited social insurance contributions or credits. If you are on carer's leave but do not get Carer's Benefit, you are still entitled to get credits. You should get your Employer complete the application form for carer's leave credits. This will make sure that your existing cover for social welfare is fully maintained.

### **Postponing, curtailing or terminating your carer's leave**

The document you agree and sign with your employer confirming you will be taking carer's leave is flexible. This means that your arrangement to take carer's leave can be amended. Even if your leave from employment has already commenced, provided that you

and your Employer agree, your carer's leave (or part of it) may be postponed, curtailed or varied as to how it is taken. Then your confirmation of carer's leave agreement can be amended and signed off by both of you again. Your Employer should keep the original copy of the amended agreement and you must be given a copy of this amendment for your own records.

### **Returning to work**

If you are on carer's leave, you must give notice in writing to your employer 4 weeks before the date you will return to work, that you intend to return to work.

### **Employment rights**

As regards your employment conditions, generally you are to be treated as if you had been in work during your period of carer's leave except that you are not entitled to pay. You are only entitled to annual leave and public annual leaves in respect of the first 13 weeks of carer's leave. You are protected against being victimised for taking carer's leave or proposing to take it. This means that your employer may not penalise you by dismissal, unfair treatment, including selection for redundancy or an unfavourable change in your conditions of employment.

### **Unpaid leave from employment (outside of carer's leave)**

If you wish to avail of unpaid leave from employment for less than the 13-week minimum set down by the Carer's Leave Act, it is possible to agree this with your employer. You and your employer must agree this in writing, clearly stating the date when you will commence this leave and when you will return from leave. You will need to get in touch with PRSI records section in the Department of Social Protection to ensure that your social insurance record is preserved during this leave.

### **How to apply**

The family doctor (GP) of the individual you propose to care for will need to complete part of the application form for Carer's Benefit unless the individual is under 16 and Domiciliary Carer's Allowance is being paid for that person. Your Employer will also need to fill in part of this form to confirm that you are an employee, giving details such as when you commenced employment.

The completed application form should then be forwarded to the Carer's Benefit Section at the Department of Social Protection. The Department will then make a decision on the advice of the family doctor as to whether or not this individual requires full-time care and attention. The Department will also assess any eligibility you may have regarding Carer's Benefit.

Not less than 6 weeks before you propose to take carer's leave from employment, you must make a formal application to your Employer for this leave. In exceptional or emergency situations where it is not reasonably practicable to give 6 weeks' notice, you should give notice as soon as it is reasonably possible. You must provide your application for carer's leave in writing to your Employer stating:



- That you propose to take carer's leave under the Carer's Leave Act 2001 commencing on a specific date
- The way in which you intend to take this leave (that is, in one continuous block, or in a series of blocks over a period)
- That you have made an application to the Department of Social Protection for a decision by a deciding officer under the Act that the person in respect of whom you propose to avail of carer's leave in order to provide full-time care, requires this care

At least 2 weeks before your carer's leave is due to start you and your Employer must sign the confirmation document - see 'Confirmation of carer's leave from employment' above.

Disputes with your Employer under the Carer's Leave Act 2001 should be referred within 6 months of the dispute occurring. You may use the new online form (available by selecting 'Make a complaint in relation to employment rights' in [workplacerelements.ie](http://workplacerelements.ie))

The time limit may be extended for up to a further 6 months, but only where there are exceptional circumstances which prevented the complaint being brought within the normal time limit. Disputes arising from the dismissal of an employee in relation to carer's leave are dealt with under the unfair dismissals legislation.

For further information on Carer's Benefit, contact your local social welfare office or the Carer's Benefit Section of the Department of Social Protection.

If you are unhappy about a decision of a deciding officer regarding your application for carer's leave from employment, you can appeal this decision.

**Appendix 6: TRAINING FEES AGREEMENT**

Agreement between .....

and the Redemptorist Community of .....

In consideration of the Redemptorist Community making a financial contribution towards the *(Title of Course)* with the *(College)* which I am undertaking, I accept the following conditions:

- (a) I undertake to remain in the employment of the Redemptorist Community (should work be available) for a period of one year for each year in which a financial contribution has been made to me or on my behalf, after completion of the course
  
- (b) I undertake to refund to the Redemptorist Community the amount of the financial contribution paid to me, or on my behalf, should I fail to comply with the conditions as specified in paragraph (a) above, or a sum reduced proportionally by the amount of the one-year period completed by me
  
- (c) I undertake to refund to the Redemptorist Community the amount of the financial contribution paid to me, or on my behalf, in the event that I fail to complete the course or pass my examinations

**SIGNED:** .....

**WITNESS:** .....

**DATE:** .....

## **Appendix 7: Bullying, Harassment & Sexual Harassment DEFINITIONS AND EXAMPLES**

### **Bullying**

Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, psychological, physical or otherwise, conducted by an individual or group against another person or persons, in the course of employment which could reasonably be regarded as undermining the other person. Examples of bullying behaviour include, but are not limited to, humiliating, intimidating or belittling people either by words or actions and leaving an individual feeling uncomfortable, embarrassed or upset. Isolated incidents of such behaviour, while to be condemned, are not considered to be bullying.

### **Harassment**

Harassment is any form of unwanted conduct related to any of the discriminatory grounds (gender, marital status, family status, race, age, religion, sexual orientation, disability or membership of the Traveller Community) being conduct 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. Harassment can take the form of words, gestures, production, display or circulation of materials which are unwelcome to the recipient and could reasonably be regarded, given the characteristics (e.g. marital status, family status, race, etc.) of the person subjected to the treatment, as offensive humiliating or intimidating.

### **Sexual harassment**

Sexual harassment can be defined as any form of unwanted verbal, non-verbal or physical conduct of a sexual nature being conduct which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment. Examples of this type of harassment include unwelcome advances or requests for sexual favours, sexual gestures, displaying sexually suggestive objects, pictures, calendars, sending suggestive or pornographic correspondence including faxes, text messages or emails, unwelcome sexual comments and jokes, unwelcome physical conduct such as pinching, unnecessary touching etc.

### **Other complaints**

Any other conduct which denigrates, ridicules, threatens, intimidates or is physically abusive to an individual or group, or conduct which may lead to undue influence is also unacceptable behaviour. These examples are not exhaustive.

## Appendix 8: EMPLOYMENT AND SAFEGUARDING OF MINORS

### Employment of Minors

The maximum working week for young people aged 16 and 17 in the ROI is 40 hours with a maximum of 8 hours a day. If a young person under 18 works for more than one employer, the combined daily or weekly hours of work cannot exceed the maximum number of hours allowed. Young persons are only permitted to work between 6am and 10pm [[Protection of Young Persons \(Employment\) Act 1996](#)].

Please note that employers must give employees aged under 18 years a copy of the [official summary of the Protection of Young Persons \(Employment\) Act](#), along with other details of their terms of employment within one month of taking up a job. Employers with employees under 18 must also display the official summary of the Act at a place in their workplace where it can be easily read.

### Safeguarding of Minors in Employment

There are no official guidelines on this matter. However, in order that we can evidence rigour in this matter and reflect best practice, the following action is recommended:

1. The Minor should be given a briefing on the Safeguarding Handbook and, in particular, on the Code of Behaviour for Adults. This could be a task for the Local Safeguarding Representative.
2. Because a minor's age and relative vulnerability may not always be apparent, members of the community as well as other employees should be informed of the minor's status and made aware of the safeguarding implications for adults in respect of the minor. Their attention should be drawn in particular to the Code of Behaviour for Adults in the Safeguarding Handbook.
3. While a line manager has a responsibility for the management of any employee, he/she should be aware that there is a specific responsibility for the safety and welfare of a minor in employment. He/she should make a point of checking with the minor to ensure that there are no particular problems arising at work that may require additional support or guidance from the manager.
4. The minor should be advised that if they have any concerns about their treatment by community members or other employees, they should discuss the matter with their Line Manager. The option of reporting the problem to the Local Safeguarding Representative, in the event that the minor prefers to do this, should be explained and the Designated Person's contact number (087-2252415) made available.

## Appendix 8: Personal Details Record Form

Information to be fully completed by all new staff and passed on to the line manager.

<b>PERSONAL DETAILS</b>	
Surname:	Forename(s):
Maiden Name if applicable:	Preferred Name (if applicable):
Title:	Male / female (delete as appropriate):
Date of birth:	
Home Address:	
Postcode:	
Home Telephone:	
Mobile:	

<b>EMERGENCY CONTACT ONE</b>	
Surname:	Forename(s):
Title:	Preferred Name:
Relationship to employee:	
Contact address if different from above:	
Postcode:	
Home Telephone:	Work Telephone:
Personal Mobile:	
<b>EMERGENCY CONTACT TWO</b>	
Name:	
Relationship:	
Home Telephone:	Work Telephone:
Mobile:	

Are there any medical conditions (e.g. allergies) we should know about in the case of an emergency?

Yes/No\* *Delete as appropriate* If yes, give details:

.....

.....

<b>GENERAL PRACTITIONER'S DETAILS</b>	
Name:	Telephone Number:
Full postal address including postcode:	

**For Office Use Only**

<b>Vetting Details (if required)</b>
Date disclosure requested:
Date disclosure received:
Satisfactory? YES/NO* <i>Delete as appropriate</i>
Disclosure reference no:
Date valid ( From – To):
<b>Contract Type</b>
Permanent / Temporary / Voluntary <i>Circle one</i>
Does the staff member have continuous employment terms? YES/NO <i>Delete as appropriate</i>
<b>Probation Details</b>
Is probation period required? YES/NO <i>Delete as appropriate</i>
First Month Review:
Third Month Review:
Six Month Review:
Probation Passed? YES/NO <i>Delete as appropriate</i>
If No please detail: