



Reach Deaf Services

Manual of Employment Policies and Procedures

August 2023

Date created / modified	Amendments made by	Reviewed by	Date approved	CEO sign off
September 2016	Adare HRM	Keith Adams	01 September 2016	01 September 2016
01 September 2019	Mary Stringer	Keith Adams	01 September 2019	01 September 2019
26 August 2020	Mary Stringer	Keith Adams	07 September 2020	07 September 2020
11 October 2021	Emer Nolan	Mary Stringer		
22 October 2021	Mary Stringer			
04 August 2023	Adare HRM	Kristina Harris Tara Mc Breen		

<b>Version Control</b>
Date: 01 September 2019
<p>Summary of changes:</p> <ol style="list-style-type: none"> <li>1. Changes in legislation re parental leave – extra 4 weeks from the 01 November 2019</li> <li>2. Changes in how annual leave is assigned for the purposes of maternity/paternity leave in the boarding campus</li> <li>3. Changes in CCTV policy to align with GDPR</li> <li>4. New adverse weather policy</li> <li>5. Travel and expenses policy has been included in the employee handbook</li> </ol>
Date: 26 August 2020

<p>Summary of changes:</p> <ol style="list-style-type: none"> <li>1. Increase of parental leave entitlement from 22 to 26 weeks from 01 September 2020</li> <li>2. New remote working policy added</li> <li>3. Change in overnight rates from revenue reflected in expenses policy</li> <li>4. Inclusion of Code of Conduct</li> </ol>
<p>Date : 11 October 2021</p>
<p>Summary of Changes</p> <ol style="list-style-type: none"> <li>1. Rebranding from CIDP to Reach Deaf Services</li> </ol>
<p>Date: 22 October 2021</p>
<p>Summary of changes</p> <ol style="list-style-type: none"> <li>1. Addition of parents leave policy</li> <li>2. Clarity under disciplinary policy re Trust in Care procedures to be followed when an allegation of abuse or inappropriate behaviour is raised</li> <li>3. Addition of study leave policy</li> <li>4. Inclusion of Garda vetting policy</li> <li>5. Addition of ISL policy</li> <li>6. Change to CCTV policy to reflect the closure of St Joseph's House</li> <li>7. Change to the sick leave policy to reflect that social welfare can no be claimed after 3 days</li> <li>8. Addition of study leave policy</li> </ol>
<p>Date: 19 November 2021</p>
<p>Summary of changes</p> <ol style="list-style-type: none"> <li>1. Update to the Protected Disclosures Policy in line with EU Directive</li> </ol>
<p>Date: 16 February 2022</p>
<p>Summary of changes</p> <ol style="list-style-type: none"> <li>1. Update to the Protected Disclosures Policy – Claire Bowe named as Open Disclosures Officer</li> </ol>
<p>Date: 16 February 2023</p>
<ol style="list-style-type: none"> <li>1. Statutory sick pay introduced in January 2023 – Included reference in sick pay</li> </ol>

<ul style="list-style-type: none"> <li>2. Dignity at work policy - Updated in line with the Code of Practice on Sexual Harassment and Harassment at Work</li> <li>3. Bullying policy – updated in line with the COP for Employers and Employees on the Prevention and Resolution of Bullying at Work) Order 2020. Secondary informal stage</li> <li>4. Public holidays – Updated to ten – February 2023 onwards</li> <li>5. Parents Leave – Updated in line with legislation – Now 7 weeks</li> <li>6. Travel and expenses policy updated with revised revenue rates</li> <li>7. Overtime threshold – 169 hours per month</li> </ul>
<p>Date: 04 August 2023 - Updated in line with Worklife Balance &amp; Miscellaneous provisions Act 2023</p> <ul style="list-style-type: none"> <li>1. Inclusion of Policy for Medical leave for Care Purposes &amp; application form.</li> <li>2. The extension of the current breastfeeding breaks from six months to 2 years</li> </ul>

## Table of Contents

<b>TABLE OF CONTENTS</b> .....	<b>4</b>
<b>PREFACE</b> .....	<b>8</b>
<b>1 REACH DEAF SERVICES</b> .....	<b>9</b>
1.1 STRUCTURE.....	9
1.2 MISSION .....	9
1.3 CORE VALUES.....	9
1.4 CODE OF CONDUCT FOR EMPLOYEES OF THE REACH DEAF SERVICES .....	10
<b>2 LANGUAGE POLICY</b> .....	<b>14</b>
2.1 POLICY.....	14
2.2 THE PURPOSE OF THIS POLICY IS TO: .....	15
2.3 PROCEDURE .....	15
<b>3 ATTENDANCE AT WORK</b> .....	<b>16</b>
3.1 GENERAL.....	16
3.2 ABSENCE FROM WORK.....	16
3.3 SICK PAY .....	18
3.4 LAY OFF / SHORT TIME WORKING .....	19
<b>4 DIGNITY AT WORK – ANTI-HARASSMENT AND SEXUAL HARASSMENT</b> .....	<b>20</b>
4.1 PURPOSE.....	20
4.2 POLICY STATEMENT .....	22
4.3 DEFINITION OF HARASSMENT? .....	22
4.4 DEFINITION OF SEXUAL HARASSMENT? .....	23
4.5 PROCEDURE .....	25
<b>5 DIGNITY AT WORK – ANTI-BULLYING</b> .....	<b>31</b>

5.1	DEFINITION OF WORKPLACE BULLYING? .....	33
5.2	WHAT IS NOT BULLYING? .....	33
5.3	PROCEDURE .....	33
<b>6</b>	<b>COMPUTER AND INTERNET .....</b>	<b>40</b>
6.1	POLICY STATEMENT .....	40
6.2	USE OF INTERNET .....	40
6.3	USE OF EMAIL SYSTEM .....	41
6.4	MANAGER’S RESPONSIBILITY .....	43
6.5	INTERNET AND EMAIL.....	43
6.6	EMAIL ETIQUETTE .....	43
6.7	SIGNATURE FILES .....	45
6.8	THREATS CAUSED BY IMPROPER USE OF THE INTERNET .....	45
6.9	APPROVAL FOR INSTALLATION OF ADDITIONAL HARDWARE AND SOFTWARE .....	45
6.10	I.T. USAGE POLICY .....	45
6.11	GENERAL .....	45
6.12	SOCIAL MEDIA/NETWORKS.....	46
6.13	QUERIES.....	48
<b>7</b>	<b>CONTINUAL PROFESSIONAL DEVELOPMENT/TRAINING .....</b>	<b>48</b>
7.1	TRAINING .....	48
<b>8</b>	<b>DISCIPLINARY PROCEDURE .....</b>	<b>49</b>
8.1	INTRODUCTION .....	49
8.2	MINOR OFFENCES.....	50
8.3	GROSS MISCONDUCT.....	50
8.4	PROCEDURE .....	51
8.5	FORMAL WARNING PROCESS .....	54
8.6	DISCIPLINARY HEARING .....	56
8.7	DURATION OF WARNINGS .....	58
8.8	SUSPENSION WITH PAY .....	58
8.9	GRIEVANCE PROCEDURE.....	58
<b>9</b>	<b>EQUALITY AND EQUAL OPPORTUNITIES .....</b>	<b>62</b>
<b>10</b>	<b>GENERAL TERMS AND CONDITIONS .....</b>	<b>65</b>
10.1	EMPLOYEES PERSONAL INFORMATION.....	65
10.2	CONFIDENTIALITY .....	65
10.3	DRUGS AND ALCOHOL.....	66
10.4	HYGIENE.....	68
10.5	EMPLOYEE’S PROPERTY .....	68
10.6	LOSS OF EARNINGS CLAIMS .....	68
<b>11</b>	<b>HOLIDAY ENTITLEMENT &amp; LEAVE ARRANGEMENTS .....</b>	<b>68</b>
11.1	ANNUAL LEAVE.....	68
11.2	PUBLIC HOLIDAYS.....	69
11.3	MATERNITY LEAVE .....	70
11.4	FORM FOR EMPLOYEES TAKING MATERNITY & ADDITIONAL MATERNITY LEAVE.....	74
11.5	ADOPTIVE LEAVE.....	75
11.6	PARENTAL LEAVE .....	76
11.7	BEREAVEMENT /COMPASSIONATE LEAVE .....	78

11.8	FORCE MAJEURE LEAVE.....	79
	APPLICATION FOR FORCE MAJEURE LEAVE .....	81
	CONFIRMATION OF PARENTAL LEAVE .....	82
11.9	CARER’S LEAVE .....	83
11.10	CONFIRMATION OF CARER’S LEAVE FORM.....	85
11.11	JURY SERVICE .....	86
11.12	PATERNITY LEAVE POLICY .....	86
11.13	TIME OFF FOR MEDICAL APPOINTMENTS .....	89
11.14	LEAVE FOR MEDICAL CARE PURPOSES .....	89
11.15	PARENTS LEAVE .....	92
11.16	STUDY LEAVE .....	92
11.17	SPECIAL LEAVE.....	92
<b>12</b>	<b>LEAVING REACH DEAF SERVICES .....</b>	<b>93</b>
12.1	TERMINATION OF EMPLOYMENT .....	93
12.2	REASONS FOR TERMINATION OF EMPLOYMENT.....	94
12.3	RETIREMENT .....	94
12.4	PENSION .....	94
<b>13</b>	<b>OVERTIME .....</b>	<b>95</b>
<b>14</b>	<b>PROTECTION OF CHILDREN AND VULNERABLE ADULTS .....</b>	<b>95</b>
<b>15</b>	<b>RECRUITMENT &amp; MANNING .....</b>	<b>96</b>
15.1	ORGANISATION STRUCTURE .....	96
15.2	POST DESCRIPTION .....	96
15.3	RECRUITMENT .....	97
15.4	ELIGIBILITY TO WORK.....	97
15.5	PROBATIONARY PERIOD.....	98
<b>16</b>	<b>SAFETY, HEALTH AND WELFARE.....</b>	<b>98</b>
<b>17</b>	<b>SMOKE FREE .....</b>	<b>102</b>
<b>18</b>	<b>WORKING TIME ACT.....</b>	<b>103</b>
18.1	MAXIMUM WEEKLY WORKING TIME .....	103
18.2	REST PERIODS .....	103
18.3	DEFINITIONS, EXCEPTIONS & OTHER FEATURES OF THE WORKING TIME ACT .....	104
18.4	HOLIDAYS .....	104
18.5	SUNDAY PREMIUM .....	105
<b>19</b>	<b>PROTECTED DISCLOSURES (WHISTLEBLOWING) POLICY .....</b>	<b>105</b>
<b>20</b>	<b>CCTV.....</b>	<b>115</b>
20.1	INTRODUCTION .....	115
20.2	PURPOSE OF THE POLICY .....	116
20.3	GENERAL PRINCIPLES .....	117
20.4	JUSTIFICATION FOR USE OF CCTV .....	118
20.5	LOCATION OF CAMERAS.....	118
20.6	NOTIFICATION – SIGNAGE.....	120
20.7	STORAGE & RETENTION .....	120
20.8	ACCESS .....	121
20.9	RESPONSIBILITIES .....	123

20.10	IMPLEMENTATION & REVIEW .....	125
<b>21</b>	<b>ADVERSE WEATHER POLICY .....</b>	<b>125</b>
21.1	POLICY .....	126
21.2	PROCEDURE .....	126
<b>22</b>	<b>REACH DEAF SERVICES TRAVEL AND EXPENSES POLICY .....</b>	<b>128</b>
22.1	TRAVEL GUIDELINES.....	128
22.2	DOMESTIC TRAVEL .....	128
22.3	SUBSISTENCE ALLOWANCE.....	130
22.4	FOREIGN TRAVEL.....	131
22.5	CLASS OF AIR TRAVEL.....	132
22.6	OUT OF POCKET EXPENSES.....	132
22.7	HOSPITALITY .....	133
22.8	PURCHASE OF OTHER ITEMS .....	133
22.9	PROCEDURE - REIMBURSEMENT OF TRAVEL & SUBSISTENCE .....	134
<b>23</b>	<b>REMOTE WORKING POLICY .....</b>	<b>134</b>
23.1	INTRODUCTION .....	134
23.2	PURPOSE .....	135
23.3	SCOPE.....	135
23.4	ROLES AND RESPONSIBILITIES .....	135
23.5	RISK FACTORS ASSOCIATED WITH HOME WORKING .....	136
<b>24</b>	<b>GARDA VETTING POLICY .....</b>	<b>138</b>
<b>25</b>	<b>REFERENCES.....</b>	<b>143</b>
<b>APPENDIX A: NATIONAL CARE STANDARDS – WHISTLEBLOWING .....</b>		<b>144</b>
25.1	SETTINGS FOR OLDER PEOPLE (HIQA) .....	144
25.2	GUIDANCE FOR THE PROVISION OF RESIDENTIAL SERVICES FOR YOUNG PEOPLE WITH DISABILITIES (HSE) .....	144
<b>APPENDIX B: REACH DEAF SERVICES POLICY REPORT FORM.....</b>		<b>145</b>

## **Preface**

The manual of employment policies and procedures reflects the ethos of Reach Deaf Services and its acknowledgement of the crucial role played by its employees in the service of Deaf people and ensures that all employees are treated equally.

The policies and procedures are intended for all Reach Deaf Services employees but recognises that specific terms and conditions of employment are in place for employees of the Holy Family School for Deaf children. Notwithstanding this, the policies and procedures laid down in this manual are the standards committed to by Reach Deaf Services.

In the event of concerns or questions relating to these policies and procedures they should be raised with the employee's line manager, HR Manager or the Chief Executive Officer of Reach Deaf Services. It is intended that this manual will be updated on a regular basis to reflect legislative changes and best practice.



## **1 Reach Deaf Services**

### **1.1 Structure**

Catholic Institute for the Deaf (CID) as it was originally known was established in 1845 under the auspices of the Dublin Archdiocese to cater for the educational needs of Irish Deaf Children. It was incorporated as a company limited by guarantee in 1993 to continue its work as a charitable and non-profit making body. CID changed its name in 2007 to the Catholic Institute for Deaf People (CIDP).

On 01 October 2021, The Catholic Institute for Deaf People was rebranded to Reach Deaf Services; which continues to provide services through Irish Sign Language (ISL) across 4 main areas:

- Reach Deaf Education Services
- Reach Deaf Development Services
- Reach Deaf Supported Living Services
- National Chaplaincy for Deaf People

### **1.2 Mission**

Our mission is to be a leading organisation, combining our experience, skills and expertise, in the provision of quality services through ISL to enable our service users in the Deaf Community to reach their full potential.

### **1.3 Core Values**

#### **Accessibility**

In partnership with other Deaf organisations, empower and support enablement of appropriate structures to deliver needed services to the Deaf community. Enable our service users and the wider Deaf Community to have access to support through our services.

#### **Equality**

Empower and support Deaf education services to prepare and equip boarders for a life of equal opportunities leading by example while promoting Deaf awareness.

### **Independence**

Empower adults we support with the appropriate skills to live self-directed lives.

### **Value**

Be innovative in better utilising property resources at our disposal to provide greater support for the Deaf community at key life stages.

### **Professional**

Invest appropriately in our staff to support them in the successful delivery of all our services

## **1.4 Code of Conduct for employees of the Reach Deaf Services**

The code of conduct for employees outlines the standards of behaviour expected of anyone employed by Reach Deaf Services. Employees should be aware of and fulfil all regulatory and statutory obligations of the organisation and enforce them in a fair, responsible and consistent manner, acting within the legal authority given to them.

It is incumbent on all employees to conduct their business and personal activities in a manner that does not adversely reflect on Reach Deaf Services.

It is common practice for employers to develop a formal Code of Business Conduct that provides guidance to employees in recognising and resolving the ethical and legal issues they encounter in conducting their duties. The provisions of the Code of Conduct forms part of the Terms and Conditions of Employment for all employees.

The purpose of this Code is to set down the general principles and standards, which govern the professional activities and conduct of management and employees, both permanent and contract, of Reach Deaf Services (collectively referred to as employees throughout) thereby maintaining a high level of public confidence in the organisation as an employer.

Wherever we operate, we must ensure that our business is conducted and managed effectively, efficiently and objectively in a manner consistent with the highest professional standards of accountability and responsibility and in accordance with the law. Employees are obliged to comply with policies and procedures, employee regulations, work rules and any standards and codes of practice adopted by the organisation. This Code of Conduct is binding on all employees (including those on leave, secondment etc.).

Employees charged with the task of delivering services to service users, boarders or customers must respect the individuals with whom they work with and ensure that the needs of the person are met insofar as it is legally and economically possible. Employees have a duty to deal with service users, boarders and customers with integrity, diligence and impartiality and with courtesy, consideration, fairness and promptness. Employees should respect the principle of non-discrimination and equal treatment.

Employees must observe appropriate professional boundaries in their dealings with those they encounter in the course of their work on behalf of Reach Deaf Services, including their work colleagues.

Queries or concerns regarding business conduct should be directed to the employee's Line Manager in the first instance and then to Human Resources.

### **Obligations**

Employees have an obligation to attend at work as required and perform their official duties honestly and efficiently, respecting the rights of the service users and their colleagues. There are legal obligations also on all employees to properly perform the duties for which they are employed including:

- To obey the law
- To obey all lawful and reasonable instructions from the employer and to work as directed
- To be competent and efficient in the performance of assigned duties
- To refrain from conduct which might impair work performance
- To show reasonable care, and neither use nor allow the use of the employer's property, resources, funds for anything other than authorised purposes
- To incur no liability on the part of the employer without proper authorization

As well as being responsible for their own conduct, employees also have a duty to contribute to the smooth running of the workplace by treating their colleagues, service users, boarders and customers with courtesy and respect.

### **Professional practice**

Staff employed or engaged by Reach Deaf Services should;

- Adhere to Reach Deaf Services policies and procedures at all times

- Avoid behaviour which might endanger or cause distress to their colleagues, or otherwise contribute to disruption of the workplace
- Respect the privacy of individuals when dealing with sensitive information
- To have due regard for the safety, health and welfare of others in the use of organisation property and resources
- Engage with each other in a respectful, courteous and co-operative manner
- Engage with each other in an equitable, nonsexist and non-racist manner
- Not engage in the use of sexist, racist, or other vulgar or inappropriate language while on duty or in the proximity of Reach Deaf Services property
- Not engage in a disrespectful, bullying or intimidating manner towards other members of the staff team
- Not discuss any aspect of the business of their work in an inappropriate location.
- Not come on duty under the influence of alcohol or other substances that may affect their ability to carry out their duties or engage in alcohol consumption whilst on duty
- Inform line management of any personal difficulties that may affect their ability to perform duties competently and safely
- Maintain clear and accurate records as required by the policies and procedures of Reach Deaf Services
- Recognise and respect the roles and expertise of workers from other agencies and work in partnership with them in the best interest of service users
- Improve knowledge, skills and work practices
- Attend staff meetings and all training provided by Reach Deaf Services
- Work phones must be kept on staff persons at all times and responded to in a timely manner
- Respond to emails within 24 hours of a working day
- Not smoke anywhere
- Not smoke in any vehicle being used for the business of the Boarding or Reach Deaf Services
- Staff members are expected to present for work in appropriate dress.

### **Conflict of Interest**

Engaging in outside activities, employees must avoid the risk of conflict with their official duties. Employees may not allow a situation to arise where there is a conflict or potential for conflict between their own interests and those of REACH DEAF SERVICES. Employees must observe their

duties and obligations to the organisation in accordance with the contract of employment and associated terms and conditions of employment.

Any employee who is involved with any outside organisation, whether economic, social, cultural or political, has the responsibility to ensure that such involvement is not prejudicial to the interests of Reach Deaf Services and that it does not create a conflict of interest or potential conflict with their employment with the organisation.

Any employee becoming aware of such a conflict/potential conflict must declare this to their Line Manager in the first instance or Human Resources immediately, who will decide how the situation should be dealt with.

### **Disclosure of information**

Employees are prohibited from making use of, or disclosing, any confidential information gained as a result of employment with the organisation. The unauthorised use or disclosure of confidential information to which they have had access may lead to disciplinary action. If an employee leaves the employment of Reach Deaf Services (resigns, retires or terminates the contract of employment) they are obliged to protect and respect the confidentiality of the organisations information. An employee who is convicted of a criminal offence or given the benefit of the Probation Act when charged with a criminal offence must report the fact to their Line Manager in circumstances where it has implications for their official position. In certain circumstances, this could have implications for their official position. Such information will be treated in strict confidence and no record of it will be kept unless the information is considered relevant to the official position of the employee.

### **Gifts and entertainment**

Under no circumstances may an employee solicit, either directly or indirectly, gifts, hospitality etc. for personal use, gain or benefit. Under no circumstances may an employee accept the offer of any unsolicited gifts, including hospitality, travel, payments, services or benefits-in-kind on a scale which could affect, or be considered to affect, the ability of an employee to exercise independent judgement or provide a service in an impartial manner.

However, gifts of a nominal value may be accepted provided that

(a) The donor is made aware that acceptance of the gift will not influence any business relationship between the donor and Reach Deaf Services or its employees

(b) Receipt of the gift is notified to the recipient's Line Manager immediately

### **Outside occupation**

Employees are obliged to give their full commitment to their duties and responsibilities in the organisation. In no circumstances should an employee engage in matters unconnected with their duties and responsibilities during work hours. Reach Deaf Services is dedicated to the health safety and welfare of all its employees. Under the Organisation of Working Time Act, 1997 the onus lies with Reach Deaf Services to ensure that all employees work within a 48-hour working week. Permission must be sought and obtained from the relevant Line Manager, before engaging in any outside work. Employees should not engage in work outside of Reach Deaf Services to the extent of impairing the employees work performance with the organisation.

As it is not possible for this Code of Conduct to provide for every situation which may arise, employees must bear in mind that it is primarily their personal responsibility to ensure that all their activities, whether covered specifically or otherwise in this Code of Conduct, are governed by the ethical considerations implicit in the Code.

## **2 Language Policy**

### **2.1 Policy**

This policy details the use of language across the services. As an organisation, Reach Deaf Services values ISL as a language and places great importance on ensuring that it facilitates effective communication at all times with those engaged in our services. It is the expectation that all staff will promote an ISL and Deaf aware environment. Reach Deaf Services provides mandatory training in ISL and all staff will receive training to an ISL QQI level 4 standard. An ability to use ISL competently is an essential requirement of the role when working in Reach Deaf Services.

#### **Definitions**

- *ISL*: Irish Sign Language is the sign language of Ireland, used primarily in the Republic of Ireland.
- *Deaf and Hard of Hearing*: for the purpose of this policy, Deaf and Hard of Hearing refers to those whose first and preferred language is ISL , who are partially Deaf or unable to hear. It refers to both boarders and staff.

## **2.2 The purpose of this policy is to:**

- Describe how Irish Sign Language will be used as the primary mode of communication with all staff members in communicating with Deaf boarders, service users their family members and colleagues.
- Reinforce that it is the responsibility of staff members to be or become efficient in the use of ISL
- Ensure we create and maintain an inclusive, safe and effective environment for boarders, service users and staff
- Create clear expectations for those working in the organisation.

## **2.3 Procedure**

- Staff will be expected to be proficient in signing and the use of ISL will be regularly monitored in practice through observations, formal supervision, performance management objectives and internal audits.
- The use of and understanding ISL is an essential requirement to work in Reach Deaf Services, ensuring the safety and well-being of all boarders, service users and staff is maintained
- Staff will be expected to use ISL on arrival to the workplace and throughout the working day
- Staff are required to use ISL in the presence of Boarder, service users and staff
- Staff should encourage Boarders and service users to use ISL where peers are present to ensure there are no incidents of exclusion and to promote their identity
- Boarders and service users may choose the means by which they communicate with their Key Workers and other staff
- Where a boarder or service user expresses their communication preference is to use spoken English, while we will respect this, staff must explain how this may unintentionally exclude others in group situations. Staff should facilitate these individual conversations through the Boarder`s or service users preference in a private setting
- Reach Deaf Services are committed to the provision of QQI accredited ISL, Linguistic and Deaf awareness courses for all employee`s as relevant to their role and to enable them to fulfil their responsibilities.
- Staff being able to communicate effectively with Boarders, service users and colleagues is critical to the fulfilment of the aims of providing holistic focused care and supports.
- Where new employees are not proficient at the time of their start date they will be expected to successfully complete QQI Level 3 and 4 in ISL over an agreed amount of time i.e. within

the first two years of employment. The level of proficiency and expectations required is specified in all job descriptions for all roles.

- Support will be provided to staff if required to bring them up to the necessary standard through all means available.
- Where staff are not achieving ISL requirements, additional supports will be put in place
- Through the implementation of this policy, effective use of ISL is an essential requirement of all of the roles that interface with boarders, service users and staff within Reach Deaf Services
- Provision of interpreters will be made where necessary so that meetings, training and other events can take place. This should reduce as staff become more efficient in the use of ISL.
- Where there is no interpreter present staff are expected to communicate through ISL in an inclusive manner for all and the team should work together to support this communication.
- Reach Deaf Services will celebrate ISL and other Deaf awareness events that are important to boarders and service users and will advocate for the recognition of ISL and the access rights for the people we support.

### **3 Attendance at Work**

#### **3.1 General**

Reach Deaf Services attaches great importance to timekeeping and attendance and uses appropriate means to record and monitor attendance at work in line with the requirements of the Working Time Act 1997. Employees should be at their place of work, ready to start work at their normal starting time. Disciplinary action up to and including dismissal may be taken against any employee who has an unacceptable level of attendance or an unsatisfactory timekeeping record.

#### **3.2 Absence from Work**

Reach Deaf Services has an expectation of regular attendance at work by all employees. However, it is acknowledged that employees may, from time to time, be absent from work due to illness. It is the policy of Reach Deaf Services to treat all such absences in a fair and consistent manner, while weighing up the impact of such absences on the ability of Reach Deaf Services to function effectively.

Reach Deaf Services is committed to protecting the rights of any employee who has a disability, and where a disability is affecting an individual's ability to perform in their role, reasonable accommodation may be provided. All cases of disability will be dealt with in a fair and consistent manner.



Records will be retained of Employee sick leave. Where this is deemed excessive, or where patterns of leave are identified, the Employee will be notified of Reach Deaf Services concerns and the steps that will be taken. A poor record of attendance may lead to disciplinary action up to, and including, dismissal.

In the event of absence from work, you are required to contact your immediate Supervisor/Manager before your normal starting time on the first day of absence and thereafter to keep your Manager fully informed throughout the period of absence. The Employee is required to contact their immediate Supervisor/ Manager directly by phone/videocall. Where their Supervisor/Manager is unavailable, a message may only be left with another Supervisor/Manager, and not a colleague of the employee at the same level. It is the responsibility of the employee to notify Reach Deaf Services of their absence personally. Notification from a friend, other family member etc. will only be accepted in exceptional circumstances.

When notifying Reach Deaf Services of the absence it is important to provide details of the expected duration of absence. Where an absence extends beyond this expected return to work date, there is a requirement that the Employee will again notify Reach Deaf Services of their ongoing absence in advance of their normal start time. Medical certificates must be provided as per our policy outlined below. Management only needs to know that the person is unfit/ fit for work and not the details of a medical condition. Employees where possible, should instruct their doctor not to include the nature of the illness on the sick note.

Where an employee is absent for three days or more, a return to work discussion will be carried out by the line manager. Return to work discussions may also occur where there are patterns of absence.

Reach Deaf Services expects acceptable levels of attendance from employees in fulfilling their statement of terms and conditions of employment. To this end, Reach Deaf Services reserves the right to refer an employee to a company nominated medical practitioner for an independent medical assessment and to seek a full medical report in order to make reasonable decisions in relation to the employee's capacity to fulfil their terms and conditions of employment.

Circumstances, which are likely to give rise to such a report being sought, are where absence is excessive or there are patterns of absence leading to a suspicion of abuse of sick leave or where it is felt that Employee's health is having a negative impact on work performance. Reach Deaf Services is committed to encouraging employees to return to work following periods of absence. However,

persistent and/or excessive absenteeism may result in disciplinary action or frustration of the employee's contract of employment.

### **3.3 Sick Pay**

The purpose of this policy is to outline the Organisation's approach to payment for Sick Leave and an employee's entitlement to social welfare payments. This policy demonstrates compliance with the General Scheme of the Sick Leave Act 2022 in relation to the statutory sick pay scheme.

Reach Deaf Services's Policy is to assist employees during periods of genuine sickness. There is an occupational sick pay scheme which is provided by Reach Deaf Services to employees who are genuinely unfit for work as a result of illness. It is not an automatic entitlement and is at the discretion of Reach Deaf Services, subject to complying with the organisational rules as outlined below. Employees, who have completed a satisfactory probationary period, may be paid for up to 6 weeks of illness at their full rate of pay, in any rolling 12-month period. This Benefit does not automatically renew if an employee remains absent on long term absence. This benefit is inclusive of statutory sick pay and not in addition to.

Payment is on a pro rata basis, depending on the individual employee's contract/average working hours.

Reach Deaf Services's Sick Pay Policy does not contain provisions in respect of any payment for longer-term absence from work. However, Reach Deaf Services reserves the right, at their discretion and on an exceptional basis, to make payments to an employee in respect of a serious or critical illness.

#### *Statutory Sick Pay Scheme*

*Payable to employees from 13 weeks service to 6 months service.*

An eligible Employee is entitled to avail of statutory sick pay in line with the statutory sick pay scheme. A rate of payment for statutory sick leave of 70% of the Employee's normal wages will be paid by the Organisation (up to a maximum €110 per day).

To qualify for the statutory sick pay scheme an Employee must be in employment for a minimum of thirteen weeks continuous service. An Employee seeking to avail of statutory sick pay must provide their Manager with a certificate from a registered medical practitioner stating they are unfit to work due to illness or injury to cover each day of absence, up to a maximum of 3 days. The first day in a calendar year that an Employee is incapable of working due to illness or injury shall be the Employee's first statutory sick leave day, and any subsequent statutory sick leave days shall be construed accordingly.

An employee may be entitled to claim illness benefit from the Department of Social Protection, subject to them meeting certain qualification criteria. Employees are recommended to contact the Department directly for further information.

The occupational sick pay benefits outlined here apply to full-time Employees. Part-time Employees will receive a pro-rata benefit based on normal working hours. Where an Employee does not work the same hours every week, payment will be based on the average hours worked over the 13 weeks prior to the first date of absence.

### **3.3.1 Condition of payment for occupational sick pay**

- The full amount of any entitlement to Social Welfare benefit must be claimed and surrendered to Reach Deaf Services as soon as possible after receipt. Employees are entitled to claim State benefit when absent through illness for more than three days. Where an employee fails to claim benefit Reach Deaf Services reserves the right to deduct the equivalent amount from their wage/salary.
- The employee must inform their Supervisor/Manager on the first day of absence and may be asked to substantiate the absence by medical certification.
- Medical certification will be required from the third day of absence.
- In any rolling period of 12 months, the maximum number of days allowable without medical certification may not exceed 7 days. Any period of sick leave in excess of this must be certified, even if it is for a single day. (The rolling period referred to here, relates to any period back 365 days, not the first day of the year).
- Normally a medical certificate should not cover a person for more than 2 weeks at a time.
- Payments from Reach Deaf Services Sick Pay scheme are made on the clear understanding that if you have been absent as a result of an injury caused by the negligence of a third party and make a claim for compensation you should include in such claim an amount to recover any monies paid to you by Reach Deaf Services by way of sick pay. Any monies so recovered must be refunded to Reach Deaf Services.
- If there is evidence of abuse of the sick pay scheme Reach Deaf Services reserves the right to withdraw this benefit from an individual.

### **3.4 Lay off / Short Time Working**

While it is Reach Deaf Services's intention to provide continuity of employment, both parties recognise that there may be circumstances beyond the control of Reach Deaf Services, which necessitates short time working or lay off. In order to delay and if possible avoid such

circumstances, employees must be prepared to accept reasonable alternative work if their own work is not available. Should the need arise to put employees on short-time or to lay them off, Reach Deaf Services will give as much notice as is reasonable in the circumstances.

No payment will be made for any period of layoff. Payment will be made only for hours actually worked during any period of short time. Any changes required in respect of layoffs or short-term working will be discussed with employees and their representatives prior to any possible implementation.

## **4 Dignity at Work – Anti-Harassment and Sexual Harassment**

### **4.1 Purpose**

This policy is designed to assist Reach Deaf Services in providing a work environment free from workplace harassment and/or sexual harassment. The complaints procedure is in place to ensure that any employee who feels that they have been subject to inappropriate behaviour, as defined in this policy, may raise the matter and have it resolved in an appropriate manner. This procedure is supported by the disciplinary procedure, which may be utilised where an employee is found guilty of engaging in behaviour constituting harassment and/or sexual harassment.

This policy sets out to ensure compliance with the relevant sections of the Employment Equality Acts, 1998-2011, which provide that every individual has a right to a work environment free from harassment or sexual harassment. In the development of this policy regard was had and due consideration given to the guidelines as set out by the Code of Practice on Sexual Harassment and Harassment at Work 2022; in order to ensure, in accordance with the principles of natural justice and fair procedures, best practice and protections were afforded to all parties involved.

### **Scope**

This policy is in place to protect all employees from acts of harassment and/or sexual harassment perpetrated by other employees, members of Management, or any other person with whom the employee comes into contact within the course of employment with whom Reach Deaf Services has a business relationship e.g. a supplier or contractor. This policy applies where the unacceptable behaviour occurs in the workplace, or any other place attended in the course of employment e.g. an off-site training event, work related conferences and may extend to work-related social events and social media sites..

The protection against harassment and/ or sexual harassment afforded under the Employment Equality Acts covers all public and private Employees, whether full-time, part-time, permanent, or

temporary, working under a contract of employment, or through an agency. It also extends to persons providing personal services in another person's home.

The Organisation has an expectation that all Employees must respect the dignity of others in the workplace and must co-operate with management strategies in the application and promotion of a harassment free work culture.

#### Preventative measures

The Organisation commits to adopt preventative measures which reduce the likelihood of harassment and/or sexual harassment occurring in the first instance. Such measures include issuing a comprehensive policy, providing training to all Employees upon induction and at appropriate awareness-raising initiatives, regularly monitoring harassment and/or sexual harassment in the workplace through complaints received or through other appropriate means.

The Organisation commits to training managers, supervisors, and all staff on strategies to prevent harassment. Any such training will aim to identify the factors which contribute to a working environment free of harassment and to familiarise participants with their responsibilities and problems they are likely to encounter.

### **Allocation of Responsibilities**

#### *Management*

Management and others in positions of authority have a particular responsibility to ensure that harassment and/ or sexual harassment do not occur and that complaints are addressed promptly. To support this, management will:

- provide good example by treating all in the workplace with courtesy and respect.
- promote awareness of the Organisation's policy and complaints procedures.
- be vigilant for signs of harassment and take action before a problem escalates.
- respond sensitively to an Employee who makes a complaint of harassment.
- explain the procedures to be followed if a complaint of sexual harassment or harassment is made.
- ensure that an alleged perpetrator is treated fairly.

- ensure that an Employee making a complaint is not victimised for doing so; and
- monitor the situation after a complaint is made to prevent recurrence.

### *Employees*

All Employees must respect the dignity of others in the workplace and each and every Employee in the Organisation contribute to a harassment and sexual harassment-free work culture by co-operating with management to eliminate harassment and/ or sexual harassment from the workplace. Harassment and/ or sexual harassment perpetrated by Employees constitutes misconduct and may lead to disciplinary action.

### *Non-Employees*

Harassment and/ or sexual harassment by non-Employees such as service users, including clients and customers, students and business contacts will not be tolerated by the Organisation and may lead to termination of contracts, suspension of services, exclusion from a premises or the imposition of other sanctions.

## **4.2 Policy Statement**

This Organisation is committed to providing a work environment free from harassment or sexual harassment. All Employees are protected by this policy and are urged to raise any concerns in relation to harassment or sexual harassment through the complaints procedures outlined in this policy. If an Employee is witness to harassing behaviour, the Employee should make the recipient of the behaviour aware of this policy and urge them to raise the matter through the complaints procedures. An Employee is also expected to bring the matter to the attention of Management. The Organisation encourages all Employees to challenge harassment and sexual harassment in the workplace in an appropriate and professional manner. The Organisation is committed to ensuring that those Employees who make a complaint, support a complainant or who give evidence in proceedings will not be victimised.

The Organisation commits under this policy to regularly review the policy itself which will be undertaken by a competent person with the appropriate qualifications, training and experience in order to ensure that monitoring, training and reviews occur, which may be provided by a competent person outside the organisation.

## **4.3 Definition of Harassment?**

Harassment is defined as any form of unwanted conduct relating to any of the discriminatory grounds of gender, civil status, family status, sexual orientation, religion, age, disability, race and/or membership of the Traveller community, 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.

A single incident may constitute harassment.

The unwanted conduct may consist of acts, requests, spoken words, gestures or the production, display, circulation of written words, pictures or other material.

The intention of the alleged perpetrator of the harassment is irrelevant. The fact that the alleged perpetrator has no intention of harassing the Employee is no defence, it is the effect of the behaviour on the Employee is what is determinative.

The following list contains examples of harassing behaviour; however, this is provided for illustrative purposes only and is not an exhaustive list of behaviours. All situations will be considered on their own merits:

- Verbal harassment – jokes, comments, ridicule or songs
- Written harassment – including faxes, text messages, emails or notices
- Physical harassment – jostling, shoving or any form of assault
- Intimidatory harassment – gestures, posturing or threatening poses
- Visual displays such as posters, emblems or badges
- Excessive monitoring of work
- Isolation or exclusion from social activities
- Unreasonably changing a person's job content or targets, pressure to behave in a manner that the employee thinks is inappropriate, for example being required to dress in a manner unsuited to a person's ethnic or religious background

#### **4.4 Definition of Sexual Harassment?**

Sexual Harassment is defined as any form of unwanted verbal, non-verbal or physical conduct of a sexual nature, which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

A single incident may constitute sexual harassment.

The unwanted conduct may consist of acts, requests, spoken words, gestures, or the production, display or circulation of written words, pictures or other material.

The intention of the alleged perpetrator of the sexual harassment is irrelevant. The fact that the alleged perpetrator has no intention of sexually harassing the Employee is no defence, it is the effect of the behaviour on the Employee is what is determinative.

The following list contains examples of sexually harassing behaviours, however this is provided for illustrative purposes only and is not an exhaustive list of behaviours. All situations will be considered on their own merits:

- Physical conduct of a sexual nature — this may include unwanted physical contact such as unnecessary touching, patting or pinching or brushing against another employee's body, assault and coercive sexual intercourse.
- Verbal conduct of a sexual nature — this includes unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the work place after it has been made clear that such suggestions are unwelcome, unwanted or offensive flirtations, suggestive remarks, innuendos or lewd comments.
- Non-verbal conduct of a sexual nature — this may include the display of pornographic or sexually suggestive pictures, objects, written materials, emails, text-messages or faxes. It may also include leering, whistling or making sexually suggestive gestures.
- Gender-based conduct — this includes conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee because of their sex such as derogatory or degrading abuse or insults which are gender related.

An essential characteristic of the type of behaviour, which constitutes sexual harassment, is that it is unwanted by the recipient. This distinguishes it from behaviour, which is welcome or reciprocated.

Sexual harassment is unacceptable whether from their Employer, fellow Employees, clients, customers, and service users and/ or other business contacts including any person with whom the Employer might reasonably expect the Employee to come into contact in the course of employment.

It is important that all employees understand that Reach Deaf Services is obliged to investigate all complaints of sexual harassment whether or not it was the intention of the alleged harasser to engage in such behaviour. It is important to note that no assumptions will be made about the culpability of the alleged perpetrator during the course of any investigation.



The Organisation will ensure that reasonable accommodations are available should any party to a complaint require them due to a disability.

#### **4.5 Procedure**

There are both informal and formal procedures to deal with the issues of harassment and/or sexual harassment at work. Although Reach Deaf Services would prefer that issues be addressed through the informal procedure in the first instance, it is acknowledged that this is not always suitable; therefore, there is no requirement to exhaust the informal procedure before progressing an issue through the formal process.

##### **Informal Procedure**

It is often preferable for all concerned that complaints under this policy are dealt with and resolved informally between the parties whenever possible. This is likely to produce solutions, which are speedy, effective and minimise embarrassment and the risk of breaching confidentiality, while also protecting the working relationship.

The objective of the informal approach is to stop the harassment or sexual harassment with the minimum conflict and stress for the individuals concerned.

The informal process provides options for resolving disputes including mediation, where appropriate.

In many cases, the employee whose behaviour is causing offence may be unaware that their actions are inappropriate, or it may be that their words or actions have been misinterpreted.

The informal procedure consists of a low key and non-confrontational approach by the recipient of the behaviour to the party causing offence to advise him/her of the impact of their behaviour and to ask them to cease behaving in this manner.

The Employee who is being harassed should object to the conduct where this is practicable. In some cases, it may be possible and sufficient for the Employee to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends them or makes them uncomfortable.

In Reach Deaf Services, the designated contact person is the Deputy Chief Executive Officer. In matters concerning the Chief Executive Officer, it is the Chairperson of the Reach Deaf Services Board.

The Organisation has designated this senior member of staff to be available to provide information to both Employees and non-Employees on the procedure and on the policy in general. This person can support and outline any relevant information relating to this policy and procedure and may assist in the resolution of any problems arising informally.

Having consulted with the contact person, the complainant may request the assistance of a manager/supervisor in raising the issue with the alleged perpetrator(s). In this situation, the approach of the manager / supervisor should be by way of a confidential, non-confrontational discussion with a view to resolving the issue in an informal low-key manner.

In circumstances where it is too difficult for an individual to do this alone, an alternative approach would be to seek support from a relevant member of the team/management team. This person should outline any relevant information relating to this policy and procedure and may assist in the resolution of any problems arising informally.

### **Formal Procedure**

It is acknowledged that it may not always be practical to use the informal procedure to resolve an issue. An employee may not feel comfortable to approach the other party, or the employee may feel that the issue is too serious to be addressed through the informal procedure. In such circumstances, or where the informal process has failed to resolve an issue, the formal procedure set out in this policy should be followed.

To ensure procedural fairness both the complainant and alleged perpetrator will be informed of the following:

- what the formal procedure entails and the relevant timeframe;
- that both parties have the right to be accompanied and/or represented by a colleague, or trade union representative if applicable;
- that the complaint should be in writing and that the alleged perpetrator will be given full details in writing of the nature of the complaint, including written statements and any other documentation or evidence including social media communications, CCTV footage, witness statements, interview notes and records of meetings held with the witnesses;

- that the alleged perpetrator will be given time to consider the documentation and an opportunity to respond;
- that confidentiality will be maintained throughout an investigation to the greatest extent consistent with the requirements of fairness;
- that a written record will be kept of all meetings and inquiries;
- that the investigation, having considered all of the evidence before it and the representations made to it, will produce a written report to both parties outlining its findings and the reasons for its final decision;
- that a right of appeal exists for both parties and the time limits and procedures involved.

Investigation of any complaint will be handled with fairness, sensitivity and with due respect for the rights of both the complainant and the alleged perpetrator. The principles of natural justice will be adhered to throughout the investigation process. The relevant data protection legislation will also be adhered to.

A formal investigation of the complaint undertaken is with a view to determining the facts of the case. In all cases there will be no inference of guilt against the alleged perpetrator, and they will be afforded a fair opportunity to respond to the allegation.

In order to make a formal complaint an initial approach may be made to any Manager regarding the issue. Although the initial complaint may be provided verbally, it is a requirement that the complaint is lodged in writing to ensure that a fair process may be followed. Where assistance is required to put the complaint in writing, the employee should consult their Manager to arrange this.

The complaint should state:

- The name of the alleged perpetrator;
- The nature of alleged harassment i.e. the behaviours/conduct constituting harassment/sexual harassment;
- Dates/times and locations of where and when the alleged harassment / sexual harassment occurred;
- Names of witnesses to any alleged incidents;
- Details of any action already taken to stop the harassment / sexual harassment.

- Consent to your identity and the facts of the allegation being disclosed to the alleged perpetrator. This is required in order to allow Reach Deaf Services to investigate and to take action in appropriate circumstances.

The alleged perpetrator(s) will be notified in writing that a complaint has been made against him/her and provided with a copy of this complaint. The person investigating the complaint will indicate the relevant timeframe for investigation of the complaint, however such timeframes may be extended where necessary. The alleged perpetrator(s) will be given time to consider the documentation and shall be afforded a fair opportunity to respond to the allegation(s).

All Employees involved in an investigation must respect the need for confidentiality; a failure to do so may represent a serious disciplinary offence. Confidentiality will be maintained throughout an investigation to the greatest extent consistent with the requirements of fairness.

The Organisation may deem it appropriate for interim arrangements to be put in place to facilitate all concerned parties, where possible, pending the outcome of the investigation. Depending on the circumstances of the case, this may include for example, alternative line management structure, change of workstations, or requesting the complainant and/or alleged perpetrator to stay at home on fully paid leave. It is important to note that any such measure does not amount to a penalisation or sanction on any of the parties concerned.

### **Investigation Procedure**

The investigation will be conducted in accordance with the Anti-Harassment & Sexual Harassment Policy and will be governed by terms of reference which will detail the likely time scale for its completion (an indicative timeframe will be outlined). It will also include the scope of the investigation, indicating that the investigator(s) will consider whether the accused employee/ non-employee (i.e., alleged perpetrator) has a case to answer.

The investigation will be conducted by either an independent member of Management or external assistance may be necessary to deal with complaints in some circumstances to ensure impartiality, objectivity and fairness. Any investigating officer should have received appropriate training. The investigation will be conducted thoroughly, objectively and with sensitivity. Utmost confidentiality will be protected as far as it is reasonably practicable. Due respect will be had for the rights of the complainant, the alleged perpetrator(s) and any witnesses involved in the process.

Following receipt of the complaint in writing, full details being provided to the alleged perpetrator and the alleged perpetrator having been afforded the facility to respond initially in writing, the investigator(s) will meet with the complainant in the first instance to learn more regarding the complaint and to put the alleged perpetrator's responses to the complainant. Next, the alleged perpetrator will be invited to a meeting to explore their responses to the complaint and to put any relevant evidence to them. Evidence will be provided in advance of the meeting(s) in order to allow the alleged perpetrator to prepare their response to that evidence.

As many interviews as are necessary will be conducted until the investigator(s) is/are satisfied that all evidence has been collected and all parties have had a fair opportunity to state their case. Witnesses may also be interviewed with a view to establishing the facts surrounding the allegation(s).

Statements from the complainant, the alleged perpetrator and any witnesses will be recorded in writing.

Reach Deaf Services recognises that any employee involved in an alleged harassment process may be accompanied to formal meetings with management by a work colleague of their choice or a trade union representative.

Every effort will be made to carry out and complete the investigation as quickly as possible and preferably within an agreed timeframe.

All evidence and representations made to the complaint will be considered and a written report will issue to both parties outlining its findings and the reasons for its final decision. Both parties will be given the opportunity to comment on the findings before any action is decided upon by Management.

On completion of the investigation the investigator(s) will submit a written report to a member of Management, containing the findings of the investigation.

### **Investigation Outcomes**

Where the accused employee (i.e., alleged perpetrator) has a case to answer, both parties will be informed of this outcome, and the relevant level of Management will also be advised. Management will take appropriate action based on the outcome of the investigation. This may include formal disciplinary action in line with our disciplinary procedure, or training, or another appropriate intervention deemed necessary to prevent a recurrence of the behaviour.

Reach Deaf Services will also consider providing further supervision, reassignment or re-organisation of work. Prior to any disciplinary action being taken, a fair disciplinary hearing will be held in line with our disciplinary procedure. It is important that employees are aware that certain acts of harassment or sexual harassment may be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal.

Where non-Employees are a party to a complaint and the investigation concludes that they have a case to answer, then sanctions as deemed appropriate in the circumstances may be determined such as the termination of contracts, suspension of service, or exclusion from premises.

Where the investigative process determines that there is no case to answer, there will be no negative inference against any party to the complaint. All parties to the complaint will be expected to continue working as normal, and to conduct themselves in an appropriate manner at work.

Where it is found that the complaint was malicious or vexatious, then a disciplinary hearing will be held with the complainant to explore this further. In this situation only may a disciplinary sanction be imposed on the complainant. Lodging a malicious or vexatious complaint is a serious disciplinary offence, and, depending on the seriousness of the issue, may be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal.

In all cases, whether the complaint is upheld or otherwise, the workplace will be monitored to ensure that the parties to the complaint conduct themselves in an appropriate manner and do not engage in any improper conduct. Appropriate support will be made available to both parties. Reach Deaf Services will take such action as is required to eliminate the risk of that behaviour recurring or continuing and will keep records of interventions used for this purpose.

### **Appeal**

The Organisation will ensure that the right to appeal of the initial decision is available to either party within a reasonable period and the grounds of appeal should be outlined in writing no later than 5 working days following receipt of the investigation outcome from a member of management. Such appeals will be heard by a Manager not previously involved in the investigation and independent advice and support will be sought if required.

### **Victimisation**

No person engaging in the procedures outlined here will be subject to unfavourable treatment for their role in the process, whether they are making a complaint in good faith, supporting a

complainant, giving evidence in the proceedings or giving notice of intention to do any of the foregoing, except where they are found guilty of an offence under the policy.

### **Third Party Harassment/Sexual Harassment**

The procedures outlined in this policy should be employed to deal with harassment or sexual harassment by a third party. Sanctions that may be imposed on a third party may include exclusion from the premises, termination of a contract, or other measures to prevent the recurrence of the inappropriate behaviour.

### **Review**

The Organisation is committed to regularly reviewing the policy and procedures as well as a commitment to update the policy as appropriate to take account of changes in the law, relevant case law or other developments. Any review will be undertaken by a competent person with the appropriate qualifications, training and experience who will also ensure that monitoring, training and reviews occur in the workplace. Support for this role may be provided by a competent person outside the organisation.

### **Third Party Complaint – the Workplace Relations Commission**

Using the procedure as set out by this Organisation will not affect an Employee's right to make a complaint under the Employment Equality Acts. Should an Employee decide to make a complaint to a third party under these Acts then statutory time limits will apply. A complaint of harassment or sexual harassment to a third party (i.e., the Workplace Relations Commission) must be made within 6 months of the alleged occurrence, or most recent occurrence, of such harassment. The time limit of six months may be extended by up to a maximum period of 12 months for reasonable cause. It is important to note that statutory time limits will not be paused pending the outcome of the investigation and shall continue to run.

## **5 Dignity at Work – Anti-Bullying**

Reach Deaf Services is committed to providing all of its boarders, service users, employees and others who avail of its support and services with an environment free from bullying. Reach Deaf Services will not tolerate bullying of adults or children in any form.

This policy applies specifically to employees of Reach Deaf Services both in the workplace and at work associated events such as meetings, conferences and work related social events, whether on the premises or off site.

The policy applies to bullying not only by fellow employees but also by a client, customer or other business contact to which an employee might reasonably expect to come into contact with in the course of their employment.

### **Purpose**

This policy is designed to assist Reach Deaf Services in providing a work environment free from workplace bullying. The complaints procedure is in place to ensure that any employee who feels that they have been subject to inappropriate behaviour, as defined in this policy, may raise the matter and have it resolved in an appropriate manner. This procedure is supported by the disciplinary procedure, which may be utilised where an employee is found guilty of engaging in behaviour constituting bullying.

This policy sets out to ensure that Reach Deaf Services fulfils its legal responsibilities under the Safety, Health and Welfare at Work Act, 2005, with regard to workplace bullying. This policy also complies with the requirements set out in the Codes of Practice relating to workplace bullying.

### **Scope**

This policy is in place to protect all employees from acts of bullying perpetrated by other employees, members of Management, or any other person with whom the employee comes into contact in the course of employment e.g. a supplier or contractor. This policy applies where the unacceptable behaviour occurs in the workplace, or any other place attended in the course of employment e.g. an off-site training event.

### **Policy**

Reach Deaf Services is committed to providing a work environment free from bullying and ensuring that all employees are treated with dignity and respect. All employees are protected by this policy and are urged to raise any concerns in relation to workplace bullying through the complaints procedures outlined in this policy. If you are a witness to bullying behaviour, you should make the recipient of the behaviour aware of this policy and urge them to raise the matter through the complaints procedures. You are also expected to bring the matter to the attention of Management.



All employees have a responsibility in creating and contributing to the maintenance of a work environment free from bullying or conduct likely to contribute to bullying. Employees will not be victimised for involvement in complaints.

### **5.1 Definition of Workplace Bullying?**

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

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

The following list contains examples of bullying behaviours; however, this is provided for illustrative purposes only and is not an exhaustive list. All situations will be considered on their own merits:

- Exclusion with negative consequences;
- Verbal abuse/insults
- Menacing behaviour
- Taking credit for other peoples' ideas;
- Public humiliation;
- Constantly undervaluing effort;
- Persistent or unfounded criticism;
- Shouting or other intimidatory behaviour;
- Sneering, ridicule, innuendo;
- Withholding work related information

### **5.2 What is Not Bullying?**

It is important to note that reasonable and essential discipline arising from the good management of an employee's performance, conduct or attendance is not considered to be bullying. Actions taken which may be justified on health and safety grounds will also not be considered to be bullying.

### **5.3 Procedure**

There are both informal and formal procedures to deal with the issue of bullying at work. Although Reach Deaf Services would prefer that any issues be addressed through the informal procedure in the first instance, it is acknowledged that this is not always suitable; therefore, there is no requirement to exhaust the informal procedure before progressing an issue through the formal process.

### **Informal Procedure**

It is often preferable for all concerned that complaints under this policy are dealt with and resolved informally between the parties whenever possible. This is likely to produce solutions, which are speedy, effective and minimise embarrassment and the risk of breaching confidentiality, while also protecting the working relationship. The objective of the informal approach is to stop the bullying with the minimum conflict and stress for the individuals concerned.

In many cases, the employee whose behaviour is causing offence may be unaware that their actions are inappropriate, or it may be that their words or actions have been misinterpreted. In such cases, every attempt should be made to clear up any misunderstanding quickly, on an informal basis.

The informal process provides options for resolving disputes including mediation, where appropriate.

### ***Initial Informal Procedure***

The informal procedure consists of a low key and non-confrontational approach by the recipient of the behaviour to the party causing offence to advise him/her of the impact of their behaviour and to ask them to cease behaving in this manner. The approach should be made in private, and should be non-confrontational. Advice in relation to this procedure should be sought from any Manager in Reach Deaf Services.

If a person finds it difficult to approach the alleged perpetrator directly then a person should seek help and advice on a confidential basis from the designated contact person. The role of the designated contact person is not to judge but rather to provide advice and assistance about what the company's policy says.

Having consulted with the contact person, the complainant may request the assistance of a manager/supervisor in raising the issue with the alleged perpetrator(s). In this situation, the approach of the manager / supervisor should be by way of a confidential, non-confrontational discussion with a view to resolving the issue in an informal low-key manner.

### *Secondary Informal Procedure*

If the initial informal procedure is unsuccessful, or if the Employee or Organisation deem it inappropriate for the seriousness of the issues, a secondary, more protracted, informal procedure should then be initiated.

The Organisation will appoint someone to hear the Employee's allegations. The complaint may be verbal or written. If verbal, a written note of what is complained of should be taken by the appointed person and a copy given to the Employee.

The person (who may be a manager) appointed to manage the complaint will then establish the facts, the context, and the next course of action in dealing with the matter under the informal procedure.

If the complaint concerns alleged bullying as defined and includes concrete examples of inappropriate behaviour, the person(s) complained against should be presented with the complaint and their response established. Thereafter, a method will be agreed to progress the issue to resolution so that both parties can return to a harmonious working environment without bullying being a factor.

If the behaviour complained of does not concern alleged bullying as defined, an alternative approach will be put in place and a rationale recorded. If no concrete examples are available, it will be deemed that there is no complaint to be answered by the person(s) complained of as they have no recourse to repudiating an accusation that doesn't include specifics.

Where bullying behaviour has been partly or fully identified, steps to stop the behaviour and monitor the situation along with specified timelines will be implemented with both parties. This may involve a direct or indirect approach and possible resolution through a programme to change behaviour, including mediation.

Enough time needs to be allowed for ongoing monitoring to ensure the informal process has been successful. Where appropriate, it may be necessary to consider if other working arrangements are required in the interim.

The person appointed for managing the complaint should keep a nominal record of all stages in line with relevant data protection legislation.

Information disclosed in the course of mediation must remain within the mediation process and must not be given by the mediator to anyone or to an investigator if there is a subsequent investigation at formal stage.

Confidentiality is crucial for this stage to be effective and breaches of confidentiality may be addressed in line with the Company's disciplinary procedure.

### **Formal Procedure**

It is good practice that all informal resolution avenues - as set out above - should be contemplated and where appropriate, exhausted before the formal procedure is invoked. It is acknowledged that it

may not always be practical to use the informal procedure to resolve an issue. An employee may not feel comfortable approaching the other party, or the employee may feel that the issue is too serious to be addressed through the informal procedure. In such circumstances, or where the informal process has failed to resolve an issue, the formal procedure set out in this policy should be followed.

In order to make a formal complaint an initial approach may be made to any Manager regarding the issue. Although the initial complaint may be provided verbally, it is a requirement that the complaint is lodged in writing to ensure that a fair process may be followed. Where assistance is required to put the complaint in writing, the employee should consult their Manager to arrange this. The complaint should state:

- The name of the person(s) complained of (alleged bully);
- The nature of alleged bullying i.e. the behaviours/conduct constituting bullying;
- Dates/times and locations of where and when the alleged bullying occurred;
- Names of witnesses to any alleged incidents;
- Details of any action already taken to stop the bullying.
- Consent to your identity and the facts of the allegation being disclosed to the alleged bully. This is required in order to allow Reach Deaf Services to take action in appropriate circumstances.

If the behaviour complained of does not concern bullying as defined, an alternative approach may be put in place and a rationale recorded. If there are no concrete examples given, it will be deemed that there is no complaint to be answered by the person(s) complained of, as they have no recourse to repudiating an accusation that does not give any specifics.

Where an alternative approach is not deemed appropriate, the person (s) complained of will be notified in writing that a complaint has been made against him/her and provided a copy of this complaint. The person investigating the complaint will indicate a timeframe for the resolution of the complaint; however, such timeframes may be extended where necessary. They shall be afforded a fair opportunity to respond to the allegation(s), normally five working days.

Prior to commencing an investigation, the complaint and the response may be subject to an initial examination by a designated impartial member of Management or other appropriate person, with a view to determining an appropriate course of action. An appropriate course of action at this stage could, for example, include exploring a mediated solution or a view that the issue can be resolved in accordance with the Informal Procedure. Should either of these approaches be deemed inappropriate or inconclusive, a formal investigation of the complaint will be undertaken with a view

to determining the facts of the case. In all cases, there will be no inference of guilt against the person(s) complained of, and they will be afforded a fair opportunity to respond to the allegation(s). The principles of natural justice will be adhered to throughout the investigation process.

All employees involved in an investigation must respect the need for confidentiality – failure to do so may represent a serious disciplinary offence. Confidentiality is assured in so far as it is reasonably practicable. Both parties may be suspended with pay, without any negative inference, pending the outcome of an investigation, where deemed appropriate by Management. However, where this is not possible, the parties to the complaint will be expected to maintain a positive working relationship.

### **Investigation Procedure**

The investigation will be conducted in accordance with Reach Deaf Services Anti-Bullying Policy and will be governed by terms of reference which will detail the likely time scale for its completion (an indicative timeframe will be outlined) and the scope of the investigation, indicating that the investigator(s) will consider whether the complaint falls within the definition of bullying at work and whether the complaint has been upheld.

The investigation will be conducted by an independent member of Management or external assistance may be necessary to deal with complaints in some circumstances so as to ensure impartiality, objectivity and fairness. The investigation will be conducted thoroughly, objectively and with sensitivity. Utmost confidentiality will be protected in so far as it is reasonably practicable. Due respect will be had for the rights of the complainant, the person(s) complained of and any witnesses involved in the process.

The investigator(s) will meet with the complainant in the first instance to learn more regarding the complaint and to put the responses of the person(s) complained of to the complainant. Next, the person(s) complained of will be invited to a meeting to explore their responses to the complaint and to put any relevant evidence to them. Evidence will be provided in advance of the meetings in order to allow the employee to prepare their responses to that evidence.

As many interviews as are necessary will be conducted until the investigator(s) is/are satisfied that all evidence has been collected and all parties have had a fair opportunity to state their case. Witnesses may also be interviewed with a view to establishing the facts surrounding the allegation(s).

Statements from the complainant, the person(s) complained of and any witnesses will be recorded in writing.

Reach Deaf Services recognises that any employee involved in an alleged harassment process may be accompanied to formal meetings with management by a work colleague of their choice or a trade union representative.

All parties required to attend investigation meetings are entitled to be accompanied by a representative, whose role is to provide moral support, oversee the process and ensure that the interviewee is afforded a fair opportunity to respond and provide evidence at any investigation meetings.

Every effort will be made to carry out and complete the investigation as quickly as possible and preferably within an agreed timeframe. On completion of the investigation, the investigator(s) will submit a written report to a member of Management, containing the findings of the investigation. Both parties will be given the opportunity to comment on the findings before any action is decided upon by Management.

The complainant and the person(s) complained of will be informed in writing of the findings of the investigation, i.e. whether the complaint is upheld, not upheld, or whether the complaint is deemed to be malicious or vexatious.

### **Investigation Outcomes**

Where a complaint is upheld, both parties will be informed of this outcome, and the relevant level of Management will also be advised. Management will take appropriate action based on the outcome of the investigation. This may include formal disciplinary action in line with Reach Deaf Services disciplinary procedure, or training, or another appropriate intervention deemed necessary to prevent a recurrence of the behaviour.

Reach Deaf Services will also consider providing further supervision, re-assignment or re-organisation of work. Prior to any disciplinary action being taken, a fair disciplinary hearing will be held in line with Reach Deaf Services disciplinary procedure. It is important that employees are aware that certain acts of bullying may be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal.

Where an investigation is inconclusive, and therefore not upheld, there will be no negative inference against any party to the complaint. All parties to the complaint will be expected to continue working as normal, and to conduct themselves in an appropriate manner at work.

Where it is found that the complaint was malicious or vexatious, then a disciplinary hearing will be held with the complainant to explore this further. In this situation only may a disciplinary sanction be imposed on the complainant. Lodging a malicious or vexatious complaint is a serious disciplinary offence, and, depending on the seriousness of the issue, may be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal.

In all cases, whether the complaint is upheld or otherwise, the workplace will be monitored to ensure that the parties to the complaint conduct themselves in an appropriate manner and do not engage in any improper conduct. Appropriate support will be made available to both parties. Reach Deaf Services will take such action as is required to eliminate the risk of that behaviour recurring or continuing and will keep records of interventions used for this purpose.

#### **5.3.1 Appeal**

Either party may appeal the decision, outlining in writing to Management the reason for the appeal. Such appeals will be heard by a Manager not previously involved in the investigation and independent advice and support will be sought if required.

#### **5.3.2 Victimisation**

No person engaging in the procedures outlined here will be subject to unfavourable treatment for their role in the process, whether they are making a complaint in good faith, supporting a complainant, giving evidence in the proceedings or giving notice of intention to do any of the foregoing, whether they are making a complaint in good faith, supporting a complainant, giving evidence in proceedings or giving notice of intention to do any of the foregoing, except where they are found guilty of an offence under this policy.

#### **5.3.3 Third Party Bullying**

The procedures outlined in this policy should be employed to deal with bullying by a third party. Sanctions that may be imposed on a third party may include exclusion from the premises, termination of a contract, or other measures to prevent the recurrence of the inappropriate behaviour.

#### **5.3.4 Responsibilities**

Management will endeavour to ensure that this policy is communicated to all employees and will ensure that the policy is maintained and updated in line with legislative changes and any amendments to the relevant Codes of Practice. Management will act appropriately and in line with this policy in order to eliminate workplace bullying.

Management has a particular responsibility to prevent workplace bullying and is expected to lead by example, promote awareness of this policy, be vigilant for signs of bullying, tackle problems before they escalate, deal sensitively with employees involved in a bullying complaint and monitor the situation in the workplace so that bullying does not occur or reoccur.

Employees are expected to comply with this policy and to raise issues of concern through the procedures outlined in the policy.

## **6 Computer and Internet**

### **6.1 Policy Statement**

This policy applies to all employees of Reach Deaf Services and any other person using business I.T. resources.

Reach Deaf Services must safeguard its business and reputation from security breaches, exposure to litigation, defamation, loss of productivity through time wasting, web surfing, protect their IT systems from viruses, hacking, protect employees from bullying/harassment and obscenity/pornography. Various internet and e-mail activities listed in this policy document are expressly forbidden.

Usage of I.T. facilities may be monitored in accordance with law, and as these are systems belonging to REACH DEAF SERVICES, employees should not expect privacy on these systems. At all times Reach Deaf Services retains the right to access an employee's e-mail, internet or phone records and other records relating to information technology usage to ensure compliance with the our standards and policies, to ensure that employees' obligations to Reach Deaf Services are being complied with and to ensure that the employee is not engaging in prohibited activities as identified in this policy or activities otherwise deemed inappropriate.

Breaches of this policy may result in disciplinary action up to and including dismissal.

### **6.2 Use of Internet**

It is the policy of Reach Deaf Services that all I.T. facilities, including telephones, e-mail internet, PCs, laptops & other mobile devices are used solely for business purposes. Employees are not permitted to access such systems for personal use on company computers without the permission of their Supervisor/Manager. However, excessive use for personal purposes during working time or otherwise will be treated as a serious disciplinary offence.



Activities which the Internet may not be used for during working hours or non-working hours include the following. Please note the list provided is for illustrative purposes only and is not an exhaustive list. All situations will be considered on their own merits:

- Non-compliance with the legislative and contractual requirements concerning the copying of software – including licenses or illegally copying material protected under copyright law or making that material available to others to copy
- Disseminating or storing commercial or personal advertisements, promotions, solicitations, or any other unauthorized materials
- Using the internet system to break or otherwise ‘hack’ into internal computers of other companies or any other party
- Secondary employment
- Personal gain or profit, this includes the pursuit of private commercial business activities or profit making ventures, including online gambling
- Engaging in any illegal, unethical, immoral or fraudulent conduct
- Jeopardizing Reach Deaf Services’ computer system/network by failing to ensure that downloaded files and email attachments are taken from untrusted sources and/or not properly scanned for viruses
- Use of personal CD’s, Diskettes portable disk drives and memory sticks that create a risk of the introduction of viruses onto Reach Deaf Services systems
- Accessing, downloading or transmitting offensive or unlawful remarks, jokes or slurs, obscenities or profane or other offensive and inappropriate materials
- Use of Internet sites which result in a charge to Reach Deaf Services
- Engaging in prohibited discriminatory conduct
- Obtaining or viewing of sexually explicit material
- Sending confidential company information or data, without permission
- Any other activity which would discredit Reach Deaf Services

Outside of working time authorisation may be sought to access the internet for personal use, e.g. to make purchases, or to conduct research for personal purposes. However, such use should be limited, and the user must accept liability for any losses incurred while using the systems for personal use. No software should be downloaded from the internet, due to the risk of infection by viruses or infringement of licence agreements.

### **6.3 Use of Email System**

The e-mail system is only to be used by authorised persons. Employees shall not disclose their passwords or codes to others and may not use someone else's password or code. Excessive use of email for personal purposes is prohibited. The following e-mail activities are strictly prohibited. Please note the list provided is for illustrative purposes only and is not an exhaustive list. All situations will be considered on their own merits:

- Using someone else's ID to send mail or representing themselves as somebody else
- Retrieving or reading any email messages other than such addressed to them
- Using email to circulate joke mail or chain letters, internally or externally
- Using email to harass, sexually harass or intimidate another person, by broadcasting unsolicited messages, or by sending unwanted mail
- Using vulgar, abusive, or hateful language in emails
- Saving, downloading, transmitting or purposely viewing sexual, pornographic, racist, profane or other offensive material
- Posting or downloading messages that will reflect poorly on Reach Deaf Services's name and reputation
- Time wasting and frivolous emails to other employees or external persons
- Sending chain letters, or other forms of mass mailing and spamming (sending a message repeatedly in order to sabotage someone else's system)

Any use of the internet to send, view, display, request, print or download pornographic or other potentially harassing or sexually harassing material, obscene material, or material which is fraudulent, offensive or otherwise unlawful will be deemed to be a disciplinary offence and may constitute gross misconduct.

It should be remembered that all personal data contained in e-mails may be accessible under Data Protection legislation and, furthermore, a substantial portion of e-mails to government and other public bodies may be accessible under Freedom of Information legislation. E-mails should be regarded as potentially public information that carry a heightened risk of legal liability for the sender, the recipient and the organisations for whom they work.

Reach Deaf Services reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose. Notwithstanding Reach Deaf Services right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

The Company understands that email forms a large part of an individual's daily life and is an integral communication tool used by most people. As such, we allow the accessing of personal email, with the below stipulations: -

- Personal email can only be used or accessed on personal devices such as smartphones and must never be accessed via corporate computers or devices
- Use and access to personal email is restricted to non-working periods such a prior to, and after work and lunch, break times
- Employees must never use personal email to send or receive material or information relating to or owned by the Company or for business purposes
- Personal email can only be access via an employee's own 4G or Wi-Fi access and must not use or access the Company's internet connection for personal use
- Personal email must never be used to send or receive inappropriate content on Reach Deaf Services devices or the Reach Deaf Services network

#### **6.4 Manager's Responsibility**

No personal use of the internet/email is permitted It is the responsibility of each site manager to ensure that:

- Employees are aware of the ICT policy
- The policy has been communicated successfully and that this is recorded in the employee's personnel file
- Adequate training has been provided to employees who are authorized to use the IT systems

#### **6.5 Internet and Email**

In exceptional circumstances managers may specify when internet access is allowed, e.g. may the employee access the internet/email at all times during the working day or during specified periods only (e.g. during breaks or outside working hours)?

#### **6.6 Email Etiquette**

Employees must ensure that the email system is used properly as a means to communicate with other people without causing offence to any person. Here are some basic guidelines that should be followed:

- Messages should be clear, concise and to the point
- Include a subject line in your message

- Take the same care and attention when writing an email as they would any other form of communication. An unchecked email written in haste or carelessly, could give rise to legal liability on Reach Deaf Services part, for example in claims of defamation
- Do not assume that the email is private
- Respect copyright, company confidentiality, data protection rules, and avoid defamation. Letter, files and other documents attached to emails may belong to others and there may be copyright implications in sending or receiving them without permission
- Care should be taken when sending confidential or sensitive information. Emails may go to persons other than the intended recipient. If the message is confidential or sensitive, this could be damaging for Reach Deaf Services. Employees should ask themselves if it is safe to send the information by email
- Employees should not send or store large email attachments, because of their potential impact on the performance of Reach Deaf Services server
- Employees should inform their manager if they receive any offensive or harassing emails
- Messages should not be typed in all uppercase, as it is extremely difficult to read. Capitalise words only to highlight an important point
- Be professional and tactful of what you say about others
- Remember email is easily forwarded
- Be careful with using sarcasm and humour. Without face to face communications, your joke may be viewed as criticism
- Definitions of 'offensive' vary widely so always avoid quotes that might offend people on the grounds of gender, civil status, family status, age, disability, religion, race, politics, membership of the Traveller community or sexuality
- Read your message before sending, check spelling, grammar and context. Once you send it, you are committed
- If replying to a message containing a distribution list, consider if the response is more appropriate for the entire group or just the original sender
- Remember there is no such thing as a private email. Be careful of what you write and send. A number of things could go wrong when sending a message, such as sending it to the wrong email address
- Do not send 'chain' letters
- Avoid messages sent in anger. Messages sent in the heat of the moment generally over exacerbate the situation and are usually regretted later

- Attachments should not be accessed unless they are received from a trusted source with which Reach Deaf Services has a relationship. Employees should be aware of the risks associated with downloading of information from sources which cannot be trusted. Further information should be sought from Management if required.

### **6.7 Signature Files**

All business mail should carry a 'signature' which will say where and who the email is from, provide a contact phone number, as well as a disclaimer clause covering the information in the message.

### **6.8 Threats Caused by Improper Use of the Internet**

- Loss of information
- Reduced operational breaches
- Exposure to legal liability
- Lost productivity
- Damage to reputation through misuse of email
- Infection from email borne viruses
- Loss of network service from spam and spoof attacks
- Network congestion from system misuse

### **6.9 Approval for Installation of Additional Hardware and Software**

Approval for the installation of additional hardware and software must be sought from your manager to ensure compatibility with current systems, anti-virus and other software checked and also to ensure inclusion in the computer register. Your manager must have permission from the Reach Deaf Services CEO or appointed person to proceed with any such purchase.

### **6.10 I.T. Usage Policy**

All I.T. facilities should be used solely for business purposes. Employees who have access to any password-restricted systems are required not to disclose that password to any other person, except with the prior approval of their manager. Employees should make arrangements to permit their manager access to password-restricted systems prior to or during any period of absence, where necessary. Passwords should be carefully selected so that they cannot be easily guessed. In order to ensure the security of physical data and equipment, Employees are required to ensure that laptops and other mobile devices are appropriately stored and locked away whilst in their possession.

### **6.11 General**

Employees must not remove computer equipment, hardware and software, from Reach Deaf Services premises without specific approval of their Manager. They must ensure that, at all times, management can have access to information or data held on their PC or laptop. Employees who work on various sites and are authorised to carry a company laptop from site to site must ensure that these are available for monitoring/inspection at all times and that all information held on a laptop is backed up on a weekly basis. No confidential material should be held on a Reach Deaf Services laptop. Such equipment must be left in the safe custody of an appropriate person on Reach Deaf Services premises during periods of holidays, sickness or leave, e.g. Maternity Leave, Carer's Leave, etc

PCs, laptops and other mobile devices, where provided, should not be used for personal purposes. Printing for personal purposes should be limited, and excessive use will be dealt with as a disciplinary offence.

Laptops and other mobile devices, if provided, should be stored in the boot of the employee's car when travelling, and taken indoors rather than left unattended in vehicles. If a laptop/mobile device is left in the open in a vehicle it may attract thieves or vandals, resulting in possible damage to the vehicle, and theft of the laptop as well as personal items contained within the vehicle.

Screensavers should not be downloaded from the internet, and only screensavers approved by Management may be used.

Employees should not transfer digital photographs or music, DVD or movie files onto their PC, laptop/mobile device without prior permission from their manager. Employees must observe copyright regulations in relation to any content they upload/download to business systems.

Reach Deaf Services I.T. systems should not be used for the purposes of engaging in secondary employment.

Reach Deaf Services telephone systems should not be used for personal use, without the consent of your Manager. Where an employee receives a personal call, they should keep the call brief.

### **6.12 Social Media/Networks**

Social networking and social media are communication tools, which can have significant impact on Organisational and professional reputations. Examples of social media may include blogs, twitter, Facebook, LinkedIn, YouTube, wikis, Whatsapp, Viber etc. Employees are personally responsible for the content they publish online.

### **6.12.1 Personal usage of Social Media**

Your work e-mail address should not be used as your primary means of identification on your personal social media platform. Reach Deaf Services may impose the disciplinary process up to and including dismissal for posting inappropriate material on social networking sites in circumstances where the posts breach confidentiality, dignity at work, Anti-Bullying, Harassment or Sexual Harassment, internal policy or brings Reach Deaf Services into disrepute.

Respect your audience. Employees should refrain from engaging in the use of inappropriate slurs and personal insults referring to work colleagues, others and/or REACH DEAF SERVICES, as this may lead to disciplinary action.

Reach Deaf Services IT equipment, where provided, should not be used for personal purposes. The use of social media for personal purposes is prohibited on Reach Deaf Services systems.

### **6.12.2 Using Social media/networks for work purposes**

Any contact details or business information acquired and maintained on Reach Deaf Services systems remain the property of REACH DEAF SERVICES. This includes any uploaded information (including personal contacts) brought by an employee from a previous employment.

Where it is a requirement as part of your role to engage in social media, the following guidelines must be adhered to:

- Respect copyright, fair use and data protection.
- Do not provide Reach Deaf Services or another's confidential or other proprietary information and never discuss Reach Deaf Services performance or other sensitive matters publicly.
- Do not cite or reference clients, partners or suppliers without their approval. When you do make a reference, link back to the source. Do not publish anything that might allow inferences to be drawn which could embarrass or damage a client.
- Refrain from the inappropriate use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. Employees should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
- Refrain from using Reach Deaf Services logos or trademarks unless approved to do so.
- Do not post material that could be deemed to be threatening, harassing, illegal, obscene, defamatory, slanderous or hostile towards an individual or entity.

- Ensure that the content you are posting is accurate and reviewed for grammatical and spelling errors.

### **6.13 Queries**

All queries in relation to this policy should be addressed to the Employee's Manager.

## **7 Continual Professional Development/Training**

The policy of Reach Deaf Services is to encourage lifelong learning to enable employees to self-develop beyond the specified training for their post. This support is available to employees who have been employed for a period of at least 12 months. Those who undertake continual professional development training by private arrangement in their own time may be eligible for financial support from Reach Deaf Services if the course is approved prior to enrolment. This support may be in the form of a grant of 50% of the fees plus a loan of 50% which is extinguished on successful completion of the course. Employees who qualify for the above-mentioned support may be allowed time off with pay to attend examinations.

Any employee who wishes to take advantage of Reach Deaf Services support for professional development should discuss their plans with their manager before 'signing up' for a course. This discussion must take place far enough in advance of the course to allow Reach Deaf Services adequate time to consider all implications and costs.

Every effort will be made to try and support individuals who are interested in further professional development, providing there is a relevance to their career with Reach Deaf Services. Reach Deaf Services shall be the sole arbiter as to the relevance and while it will wish to support employees willing to undertake such continual professional development, its ability to subvent such training will be dependent on the availability of funds.

In the event of the employee leaving Reach Deaf Services within three years of successfully completing the course, 50% of the support given will be refundable to Reach Deaf Services.

### **7.1 Training**

Mandatory training is put in place for all employees to ensure that they replenish their knowledge and acquire new skills to do their jobs better. This will benefit both them and the organisation. We want employees to feel confident about improving efficiency and productivity, as well as finding new ways towards personal development and success.



Employees must attend all training and mandatory training provided by the organisation. Failure to attend training will be treated as an unauthorized absence.

## **8 Disciplinary Procedure**

### **8.1 Introduction**

#### **General Principle**

Reach Deaf Services has the right to expect every employee, whilst on company business and/or property to conduct themselves in a proper manner and to abide by, the terms and conditions of their Contract of Employment. Additionally Reach Deaf Services expects the employee, whilst outside work to conduct themselves in a manner, which would not bring Reach Deaf Services into disrepute. In the normal course of their duties, managers/supervisors are expected to acknowledge good performance, and to make employees aware of unsatisfactory conduct/performance, including time keeping and attendance.

The policy is to be applied in order to assist and encourage employees to achieve and maintain acceptable standards of conduct, attendance and performance where shortcomings are identified. The policy and procedure aim, where appropriate, to be corrective rather than punitive.

#### **Policy**

The primary objective of this procedure is to ensure that employees are made aware of any shortcomings in their performance/conduct/attendance and provided with an opportunity to resolve this situation. To this end, issues will generally be addressed through the informal procedure whereby the Manager will raise the issue with the employee and agree a corrective action plan in order to resolve the situation without recourse to the formal procedure. However, where this fails to resolve a situation, or the informal process is deemed inappropriate in the given circumstances, then the formal process may be initiated.

During the formal stages of the procedure, employees have the right to be accompanied by a representative (a fellow colleague or union representative) at a meeting. The role of this representative is to provide support, to ensure that the procedures followed are fair, and, if appropriate, to help the employee present their case. However, it should be noted that the contractual relationship exists between the employee and the employer. Therefore, questioning will be directed to the employee, and where possible the employee must speak on their own behalf. The stage at which any employee enters the disciplinary procedure depends upon the severity of the issue being dealt with.

## **8.2 Minor Offences**

Often minor instances of misconduct and cases of poor performance are best dealt with by informal advice, coaching, counselling and training rather than through the “Disciplinary Procedure”.

Sometimes managers/supervisors may issue informal counselling – but they need to ensure that problems are discussed with the objective of helping and encouraging employees to improve. It is important that employees understand what needs to be done, how performance, attendance and / or conduct will be reviewed and over what period. They should also be made aware of what action may be taken if they fail to improve either their performance, attendance and / or conduct.

Informal counselling is not part of the formal Disciplinary procedure and the employee should be informed of this. However, the Supervisor/Manager should record details of such informal counselling meetings in the personnel file.

The following behaviours may be considered misconduct and may result in disciplinary action being initiated under the disciplinary procedure. Note that these examples are provided for illustrative purposes only, and this list is not exhaustive. All cases are considered on their own merits:

- Minor breach of a workplace policy or procedure;
- Poor timekeeping;
- Abuse of sick leave policy;
- Insubordination;
- A refusal to carry out a reasonable request;
- Minor breaches of health and safety regulations;
- Bringing Reach Deaf Services into disrepute;
- Misuse of company property.
- Refusing to follow reasonable instructions or perform appropriate work assigned by a manager /supervisor
- Unauthorised absence from the workplace
- Smoking in unauthorised places
- Minor violation of health and safety rules, established policies and procedures
- Minor violation of security rules

## **8.3 Gross Misconduct**

The following behaviours may be considered gross misconduct and may result in summary dismissal, depending on the circumstances of the case.

- Abuse of service users or boarders -
- Falsifying, destroying or wasting property of Reach Deaf Services, records or work in progress, or repeated disregard for quality standards
- Theft, unauthorised use of, or wilful damage/defacement to company or other employee's property or other fraudulent behaviour
- possession of, sale or distribution of a controlled substance in the workplace
- Being under the influence of alcohol ,narcotic drugs or other intoxicant at work or the course of employment, or unauthorised consumption of them at work on the course of employment
- Possession of dangerous weapons
- Serious bullying, harassment, sexual harassment, victimisation or other act of discrimination;
- Fighting, horseplay, violent or threatening behaviour;
- Smoking in unauthorised places
- Major violation of health and safety rules, established policies and procedures
- Serious breaches of health and safety rules or endangerment of another person in the workplace;
- Violation of security rules
- Serious violation of security rules
- Unauthorised access to or use of confidential information including computer systems
- Serious misuse of email and internet
- Serious breach of confidentiality
- Conviction of an offence which is inconsistent with your position
- Falsification of timesheets, expense claims or other company records
- Deception or provision of false or misleading information on employment applications or medical forms, or at interview
- Downloading, display or distribution of pornography or other inappropriate material
- Serious abuse of sick leave
- Refusal to participate in a workplace investigation or other action
- Serious failure to adhere to an agreed workplace procedure or other agreed terms of employment

Note that these examples are provided for illustrative purposes only. This list is not intended to be exhaustive. All cases are considered on their own merits.

#### **8.4 Procedure**

### **Informal Procedure**

In general, where there is an allegation of poor performance, attendance or conduct, the direct Supervisor / Manager of the employee concerned will address the issue informally with him/her. This may be done by way of an informal counselling meeting, or through the normal performance management process. The objective of the informal discussion is to correct the issue of concern in a frank and constructive manner.

The informal discussion will:

- Focus on helping the employee to understand how their performance/conduct/attendance has fallen short of the acceptable level; and
- Suggest possible solutions and timeframes for improvement.

After the discussion, brief notes will be taken and held by the Supervisor / Manager who led the informal discussion. Provided the employee achieves and sustains the necessary level of improvement, no further action will be taken. If the necessary improvements have not been made within the agreed timeframe, the formal disciplinary procedure will commence.

Where normal management through the informal process as outlined above fails to produce the desired result, the formal Disciplinary Procedure shall be used. This document outlines the formal Disciplinary Procedure for lay employees of Reach Deaf Services.

### **Formal Disciplinary Procedure**

In all cases where an employee's standards of performance, attendance and/or conduct fall below those expected by Reach Deaf Services, the formal disciplinary procedure may be initiated. In all cases in which the Formal Procedure is initiated, a hearing will be held with the employee to put the allegation to him/her and to hear their responses to the issue. It may be necessary to formally investigate the facts surrounding a case and this may occur prior to the hearing, but in the majority of cases a hearing will suffice to ensure that the employee is afforded a fair opportunity to respond. Where there is a dispute of the facts of a case, and an investigation is necessary, the investigation procedure will be explained to the employee by Management.

In cases where the issue concerned is related to an allegation of inappropriate behaviour or abuse towards a service user or boarder the procedures outlined in the HSE Trust in Care policy will be followed.

### **Disciplinary Sanctions**

Where the informal process fails to resolve an issue, or where it is deemed inappropriate given the particular circumstances of a situation, then the following sanctions may be imposed by Management. Disciplinary action, if required, will normally follow an incremental warning process as set out in this policy. However, in appropriate circumstances, Reach Deaf Services reserves the right to initiate the process at any particular stage, or to move to any particular stage in the process, where the matters of concern are deemed sufficiently serious. The decision on what level of sanction to be imposed will only be taken following a formal disciplinary hearing having considered the circumstances of the particular situation.

### **Objective of the Formal Procedure**

The objective of the “Disciplinary Procedure” is to help and encourage improvement in conduct and performance - it is not intended to be a means of imposing sanctions or to be punitive.

### **Natural Justice**

All disciplinary meetings, investigations and actions should comply with what are known as the principles of natural justice. When it becomes evident that the attendance, conduct or performance of an employee is to be handled within the Disciplinary procedure:

- Advance notification of the requirement to attend a disciplinary hearing must be provided together with the fact that the outcome of the meeting may be disciplinary action.
- The manager handling the disciplinary action must check that the employee is aware of the Disciplinary and Performance Improvement procedure. If they do not have a copy of the procedure they should be given one in advance of any disciplinary meeting
- The employee must be presented with the case against them, including any allegation(s) and supporting evidence in advance of any disciplinary meeting
- The employee must be advised of their right to be accompanied at any disciplinary hearings or meetings and be allowed representation (colleague or trade union representative)
- The employee must be permitted and allowed an opportunity to state their case
- The manager must only form a judgement after having considered all the facts disclosed and following a fair hearing where the employee is allowed to respond to complaints and these responses are considered in the given circumstances
- An employee may be suspended on full pay at any stage during the disciplinary process, even before any allegation is presented to the employee. This is done with no inference of guilt or otherwise against the employee. Suspension will be for a reasonable period only and will often depend on the duration of the disciplinary investigation process.

- The decision on what level of disciplinary sanction, if any, is to be imposed will be taken during the adjournment. A follow up disciplinary meeting will be held with the employee where this decision will be communicated to the employee. The employee may have a representative present at this meeting. Formal disciplinary action will be confirmed in writing.
- Any sanction must be appropriate to the charge. Dismissals should not be seen as excessive
- The employee must be advised of and afforded a right to appeal (if and when a decision is made)

### **8.5 Formal Warning Process**

Providing the rules relating to “Natural Justice” have been followed before each stage of the disciplinary process sanctions may be applied as outlined below. Any warnings given should clearly specify the reason(s) for the warning, the change(s) required and timescale in which improvement must be achieved, the consequences of failing to improve and that the employee has a right to appeal.

#### **Stage 1: Formal Verbal Warning**

If the informal procedure does not result in the improvement(s) required or there is a further breach of conduct, poor attendance or lapse from performance standards, or where more serious disciplinary action is deemed appropriate given the particular circumstances of the case, a formal disciplinary hearing will be arranged and held as outlined in this procedure.

Following the meeting, a formal verbal warning may be issued to the employee by their immediate manager/supervisor. This warning will be recorded on the employee’s personnel file.

An action plan will also be agreed in order to attempt to resolve this issue in the future. A copy of the notes from the meeting, the agreed action plan and a copy of the verbal warning, along with any other relevant documentation, will be placed on the employee file.

The verbal warning will expire following a period of satisfactory performance, conduct or attendance, as outlined in the formal verbal warning document. A formal verbal warning may be appealed through the appeals procedure outlined in this policy. Failure to achieve the requirements set out in the corrective action plan may result in further disciplinary action.

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

Where a formal verbal warning fails to resolve an issue, or where more serious disciplinary action is deemed appropriate given the particular circumstances of the case, a formal disciplinary hearing will be arranged and held as outlined in this procedure.

Following the meeting, a first written warning may be issued by the appropriate Manager / Supervisor. An action plan will also be agreed in order to attempt to resolve this issue in the future. A copy of the notes from the meeting, the agreed action plan and a copy of the first written warning, along with any other relevant documentation, will be placed on the employee file.

The first written warning will expire following a period of satisfactory performance, conduct or attendance, as outlined in the first written warning document. A first written warning may be appealed through the appeals procedure outlined in this policy. Failure to achieve the requirements set out in the corrective action plan may result in further disciplinary action.

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

Where a first written warning fails to resolve an issue, or where more serious disciplinary action is deemed appropriate given the particular circumstances of the case, a formal disciplinary hearing will be arranged and held as outlined in this procedure.

Following the meeting, a final written warning may be issued by the appropriate Manager / Supervisor. An action plan will also be agreed in order to attempt to resolve this issue in the future. A copy of the notes from the meeting, the agreed action plan and a copy of the final written warning, along with any other relevant documentation, will be placed on the employee file.

The final written warning will expire following a period of satisfactory performance, conduct or attendance, as outlined in the final written warning document. A final written warning may be appealed through the appeals procedure outlined in this policy. Failure to achieve the requirements set out in the corrective action plan may result in further disciplinary action.

### **Stage 4: Dismissal**

Dismissal may occur in two ways. Generally, the employee will have been notified of concerns and have been provided with an opportunity to improve through one or more stages of the disciplinary procedure.

The other form of dismissal is a summary dismissal, which normally results from an act of gross misconduct. An act of misconduct will be considered as gross misconduct where the act is so serious that Reach Deaf Services cannot reasonably be expected to retain the employee in employment. Summary dismissal occurs without recourse to the earlier stages of the disciplinary procedure.

In all cases an appropriate and fair hearing, which adheres to the principles set out in this procedure, will be undertaken and careful consideration given to the decision on whether or not dismissal is the appropriate sanction given the circumstances of the case. In cases of alleged gross misconduct, an in-depth investigation may be necessary, and an employee will be suspended on pay pending the outcome of this investigation. Suspension on pay is not deemed a disciplinary sanction, and there will be no negative inference against an employee as a consequence of any such suspension.

Where there is an allegation of gross misconduct or gross incompetence, it may be appropriate after a formal investigation to initiate the procedure at stage 4. In such circumstances, there is no obligation on Reach Deaf Services to provide advance notice of dismissal. Decisions to dismiss in such circumstances may only be taken by a senior Manager in Reach Deaf Services, or a nominated officer, following a full and fair investigation and hearing process. The decision will be confirmed in writing to the employee.

### **Alternative Disciplinary Sanctions**

In addition to the sanctions outlined in stages 1 to 4 of the disciplinary procedure, Reach Deaf Services also retains the right to impose alternative disciplinary sanctions as outlined in this section. This will only occur where deemed appropriate. Such action is an optional stage of the procedure, rather than a required stage. Where deemed appropriate, alternative sanctions, which may be imposed, may include a transfer, demotion, suspension without pay, or withholding of a salary review for a period or removal of another benefit.

### **Note on Probation**

During the period of an employee's probation, including extended probation, the full rigours of the disciplinary process may not apply, and Reach Deaf Services retains the right not to exhaust the disciplinary procedure during probation.

## **8.6 Disciplinary Hearing**

### **8.6.1 Purpose of the Disciplinary Investigation and Hearing**

The purpose of the formal Disciplinary Investigation and Hearing is to:

- Emphasise to the employee that disciplinary action is now at a very serious level and has moved beyond the control of their normal manager
- Establish the facts, review the evidence
- Give the employee an opportunity to present their case and challenge the allegation(s) and the evidence



- Give the employee an opportunity to explain any mitigating circumstances
- Judge cases of unacceptable conduct on the part of an employee
- Impose such sanctions as are authorised by these rules, with the objective of helping and encouraging improvement, minimising the effect or preventing recurrence of the unacceptable conduct

### **8.6.2 Operation**

Should the employee in question fail to attend, then the hearing will normally proceed as arranged. If this non-attendance is caused by sickness or other acceptable reason(s) then the Chairperson of the Disciplinary Investigation and Hearing has the discretion to postpone the hearing until a later date.

The members of the Disciplinary Investigation and Hearing should be introduced to persons participating in the meeting and their roles explained.

Witnesses giving evidence to the Disciplinary Investigation and Hearing may have their written or verbal statements queried by those taking part in the hearing and further clarification or investigation may then be necessary.

### **8.6.3 Appeals**

If a decision has been made to include disciplinary action the employee has a right to appeal against such a decision.

#### **Making an Appeal**

Such an appeal must be made within 5 working days of the written decision of the Disciplinary Hearing. The details of whom the appeal should be made to will be included in the warning document, or letter of dismissal. The appeal must be in writing stating the specific grounds of the appeal.

All timeframes in this policy assume employees are attending work. If employees have had time out of work, the duration of the disciplinary steps may be extended.

#### **Appeals Process**

- The appeal will be dealt with as quickly as practicably possible
- It will be heard by a Representative of Reach Deaf Services, or a nominated officer, who has not been involved previously and who is appointed by the Chief Executive Officer
- The decision of the Appeal Hearing is notified to the employee in writing

- The decision of the Appeal Hearing is the final stage of the Appeals procedure of Reach Deaf Services.

### **8.7 Duration of Warnings**

Warnings will be disregarded for disciplinary purposes following a period of satisfactory performance, conduct or attendance, as outlined in the written warning document.

- Stage 1           After 6 months
- Stage 2           After 12 months
- Stage 3           After 12 months
- Stage 4           12 months

### **8.8 Suspension with pay**

In circumstances involving potential gross misconduct and some situations when relationships have broken down, where it is considered that there is a risk to company property, or the responsibilities of other parties, management may suspend an employee with pay whilst an unhindered investigation is conducted. The local supervisor/manager before referral to a Disciplinary Investigation and Hearing will investigate the facts of such a case. In such circumstances, the suspension is not part of the disciplinary procedure.

### **8.9 Grievance Procedure**

Reach Deaf Services is committed to the fair and equal treatment of its an employees. It is accepted that when people work together there may be issues or misunderstandings that need to be dealt with from time to time. Good communication, openness and a willingness to co-operate and listen, help to resolve those issues efficiently and effectively. It is the responsibility of all supervisors and managers to listen and respond to issues raised.

The policy is to be applied in order to assist and encourage employees to raise any issues of concern to them in order that Reach Deaf Services may take appropriate action to resolve these concerns.

This policy applies to the individual grievances of all employees. The policy is not appropriate for dealing with issues of harassment, sexual harassment or bullying, which should be addressed through the appropriate procedures set out by Reach Deaf Services. Further information may be sought from your Manager.

#### **8.9.1 Policy Overview**

A grievance is a formal expression of dissatisfaction with workplace relationships, the work environment or a term or condition of employment. It is the policy of this company to recognise that situations of this nature may arise; therefore, this procedure is in place to assist employees to resolve such matters. It is acknowledged that grievances, which are not raised and addressed, may escalate and become serious distractions in the workplace. Therefore, all employees are encouraged to raise any concerns they may have through the procedure set out here.

Management are responsible for listening and responding to all employee concerns raised through this procedure. In all cases, matters will be dealt with in as confidential a manner as possible. Employees may utilise the procedure whenever they feel it is required. An employee will not be treated adversely for raising a grievance.

During the formal stages of the procedure, employees have the right to be accompanied at a meeting by a representative (colleague or trade union representative). The role of the employee's representative is to ensure that the employee is afforded a fair opportunity to raise their issue and afforded fair consideration.

### **8.9.2 General Principles**

Normal work must continue while the alleged grievance is being examined. Employees are required to carry out all instructions that are appropriate to them provided they are not contrary to safety requirements and if aggrieved by such instructions to subsequently pursue the grievance as set out below. The overall aim of this procedure is to settle grievances quickly and as near as possible to their point of origin. Application of the procedure must comply with the general principles of natural justice and fair procedures, which includes:

- That employee grievances are fairly and impartially examined and expressed
- That the employee is given the opportunity to avail of the right to be represented during the procedure
- That the employee concerned has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors or circumstances
- That the employee concerned has the right to an appeal process if they feel the grievance has not been satisfactorily resolved and to be notified of the final decision

These principles require that the allegations, concerns or complaints be set out in writing at Stage 2 onwards as outlined below

- Written records should be kept of all meetings and decisions

### **8.9.3 Detailed Procedures**

#### **Stage 1 Informal**

- Employees are encouraged to approach their immediate supervisor when they first have a grievance in order to discuss issues and attempt to resolve them informally
- Should the employee feel uncomfortable approaching their Supervisor / Manager regarding a particular issue, they may approach another Supervisor / Manager to raise the issue.
- Every reasonable effort should be made to resolve the grievance at this informal stage
- The problem will be discussed and the issues dealt with promptly
- If the decision fails to resolve the grievance to the satisfaction of the employee it may be progressed to Stage 2

#### **Stage 2 – Formal Procedure**

- Should an employee(s) be dissatisfied with the response given to the informal procedure, or where it is deemed inappropriate, they should make a written approach to their superior/manager's immediate superior, or where this is deemed inappropriate, to any other Manager. If this person is the Chief Executive Officer of Reach Deaf Services, they may write to the Chairperson of the Board.
- A grievance hearing will be arranged within an agreed timeframe, to which the employee is entitled to bring a representative. Advance notification of this meeting will be provided in writing.
- The employee(s) may be accompanied to any grievance hearing by a Trade Union representative, or work colleague
- The employee will be invited to provide more information regarding their grievance at this meeting.
- The meeting will be adjourned to allow Management to explore the issue further and to identify possible solutions where appropriate. Employee(s) will be informed of their right to appeal, the time period applying, and to whom the appeal should be addressed. The specific grounds of appeal should be submitted in writing

#### **Stage 3 – Formal Procedure**

- If the response at Stage 2 does not resolve the issue to the satisfaction of the employee, then the employee may appeal. Details of the procedure to be followed in the event of an appeal will be outlined in the written decision on the grievance, as outlined above.
- The appeal hearing will be held promptly within an agreed timeframe

- A senior member of Management, and/or an appropriate third party will be present at the meeting to ensure that the grievance is given due consideration
- At the appeal hearing the employee(s) may be accompanied by their Trade Union representative or work colleague
- The grievance will be discussed with a view to exploring possible satisfactory outcomes and a prompt response given
- The decision after Stage 3 is binding on all parties to the dispute and is the final stage of Reach Deaf Services Grievance Procedure.

If the employee is dissatisfied with the response given to the grievance, they will have to accept that it cannot be resolved to their satisfaction, as the procedure has been exhausted.

#### **8.9.4 Operation of Grievance Procedure**

##### **Time Limits:**

It should be possible to resolve most grievances promptly through direct communication between the employee(s) and their immediate supervisor/manager.

Where it is necessary to have issues dealt with at a higher level in Reach Deaf Services commit to procedures operating as speedily and efficiently. To that end, grievances will be heard within 2 weeks of receipt and decision conveyed/confirmed in writing within 2 weeks of the hearing. (These timescales may be altered by mutual agreement between the parties or with due regard for holidays and/or availability of the parties concerned).

#### **8.9.5 Work Continuation**

While aggrieved issues are under consideration, the employee is required to continue to carry out the duties assigned to them provided they are not contrary to safety requirements. A failure of the employee to abide by procedures or act outside the Grievance Procedure may be treated as misconduct and dealt with under the Disciplinary & Procedure. Non-compliance will result in the suspension of the procedure and the Disciplinary Procedure being instituted.

#### **8.9.6 Malicious Concerns / Accusations**

If following detailed consideration of all relevant facts of the case, it is considered that the complaint was malicious or vexatious; it may be dealt with under the Disciplinary Procedure.

Lodging a malicious or vexatious complaint is a serious disciplinary offence, and, depending on the seriousness of the issue, may be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal.

### **8.9.7 Statutory Rights**

Nothing in these procedures will interfere with an individual's statutory rights under employment legislation.

## **9 Equality and Equal Opportunities**

### **Purpose**

The purpose of this policy is to demonstrate Reach Deaf Services commitment to equality of opportunity in line with the requirements of the Employment Equality Acts, 1998-2011. The policy also supports the rights of persons availing of good or services under the Equal Status Acts, 2000-2011.

Our aim is to promote equality of opportunity and fair treatment for all employees, job applicants, customers and people with whom our employees come into contact with in the course of their day-to-day work.

### **Scope**

This policy applies to all employees and applicants for employment.

### **Policy**

We promote a work environment free from unlawful discrimination. The Employment Equality Acts and the Equal Status Acts set out nine protected grounds in relation to which no discrimination should occur. These grounds are gender, civil status, family status, sexual orientation, age, disability, race, religion and membership of the Traveller community.

Reach Deaf Services is committed to equality of opportunity, and operates non-discriminatory practices in relation to access to employment, conditions of employment, access to training and experience, promotion or re-grading of posts, and classification of posts. Employment decisions will not be made with reference to these grounds unless these are legitimate criteria given the particular situation, as permitted by legislation.

Direct discrimination occurs where a person is treated less favourably than another person is, has been or would be treated in a comparable situation due to one of the nine grounds specified in this policy.

Indirect discrimination is taken to occur where an apparently neutral provision, requirement, policy or rule puts a person with one characteristic at a particular disadvantage compared with others without that characteristic.

## Procedure

### Access to Employment:

- All recruitment and selection competitions will be open to all suitably qualified applicants.
- Recruitment decisions will be made against specified criteria as required for the particular vacancy.
- Reach Deaf Services will seek to ensure that the recruitment process is free from any direct or indirect discrimination on any of the nine grounds.
- Every applicant, external or internal, will be assessed against fair and consistent criteria relating to the job.
- Where an applicant indicates that they have special needs, to facilitate their participation in the recruitment and selection process, reasonable accommodation will be provided, subject to this not imposing a disproportionate burden.

### Access to Training and Experience:

- Training will be provided on the basis of individual needs and the requirements of the post held by the employee.
- Selection for training will not be based on any of the nine grounds. These are as follows;
  - Gender: this means man, woman or transgender
  - Civil status: includes single, married, separated, divorced, widowed people, civil partners and former civil partners
  - Family status: this refers to the parent of a person under 18 years or the resident primary carer or parent of a person with a disability
  - Sexual orientation: includes gay, lesbian, bisexual and heterosexual
  - Religion: means religious belief, background, outlook or none
  - Age: this does not apply to a person aged under 16
  - Disability: includes people with physical, intellectual, learning, cognitive or emotional disabilities and a range of medical conditions
  - Race: includes race, skin colour, nationality or ethnic origin
  - Membership of the Traveller community.
- Where an individual's disability impedes their ability to fully participate and engage in training activities, reasonable accommodation will be provided subject to this not imposing a disproportionate burden.

- Although every effort will be made to arrange training to facilitate attendance by part-time employees, there is an expectation that part-time employees will make themselves available, from time to time, to attend training outside their normal hours of work.

#### Conditions of Employment:

- Terms and conditions of employment will be applied fairly to all employees, with no reference to any of the grounds in the Employment Equality Acts.
- Reach Deaf Services seeks to provide equal pay for like work.
- Reach Deaf Services endeavours to provide a work environment free from bullying, harassment or sexual harassment.

#### Promotion and Re-grading:

- There will be equality of opportunity at all stages of the promotions and/or re-grading process.
- Selection for promotion will be based on defined criteria related to the requirements of the post, and no reference will be made to the nine grounds in the selection process.
- During probation employees are not eligible to apply for another role within the organisation.

#### Classification of Posts:

- Gender-neutral job titles will be used and no reference will be made to any of the other eight grounds in classifying positions.

#### Reasonable Accommodation:

- Reasonable accommodation shall be provided in order to facilitate a person with a disability to apply for positions with Reach Deaf Services, to attend for interview, to engage in employment and to participate in training activities as applicable.
- This commitment is subject to such reasonable accommodation not presenting a disproportionate burden on Reach Deaf Services, unless otherwise deemed appropriate.

#### Equal Status:

- No person will be discriminated against or treated adversely while availing of goods or services provided by Reach Deaf Services, except where this is legally permitted and undertaken with a legitimate aim. No person availing of goods or services should be subject to harassment or sexual harassment while availing of these.
- Any complaints in this respect should be brought to the attention of your Manager.



Any employee who feels that there has been a breach of this policy or procedure may raise the matter through Reach Deaf Services grievance procedure. No employee will be subject to adverse treatment as a consequence of raising a complaint in relation to this policy. Reach Deaf Services will monitor the workplace for incidents of victimisation following a complaint.

Reach Deaf Services will take appropriate disciplinary action towards an employee who fails to follow this Equal Opportunities Policy.

## **10 General Terms and Conditions**

### **10.1 Employees Personal Information**

It is the employee's responsibility to provide accurate information to Reach Deaf Services so that their employment can be properly managed. To deal correctly with your career, work and pay, Reach Deaf Services needs to know of any changes in your personal circumstances.

Please tell your immediate manager of changes in:

- Home address and/or accommodation address, telephone number, post code
- Next of kin (Emergency Contact)
- Bank address and account number
- Qualifications

Personal data is normally obtained directly from the employee concerned. In certain circumstances, it will, however, be necessary to obtain data from third parties e.g. references from previous employers.

### **10.2 Confidentiality**

Every effort is taken by Reach Deaf Services to ensure that the affairs of our employees, the Deaf Community, service users and boarders are treated with absolute confidentiality and you should note the following provisions, in particular:

- You will be expected to keep all information concerning Reach Deaf Services, our employees, the Deaf Community, service users and boarders, with whom you are involved as an employee of Reach Deaf Services, absolutely confidential. Any breach of confidence will be regarded as
- gross misconduct

- You will be expected to devote your entire working time and attention to Reach Deaf Services affairs and therefore you may not, without the consent of the Manager or Director of your facility in advance, be involved in any outside business or enterprise
- You will deliver to Reach Deaf Services, on termination of your employment, or at any time it may so request, all memoranda, notes, records, manuals, programmes or electronic records, any other documents or property belonging to Reach Deaf Services or relating to its employees, the Deaf Community, service users and boarders in Reach Deaf Services, which you may then possess or have under your control. You may not, without Reach Deaf Services prior written consent, keep copies of same
- You may not remove from Reach Deaf Services premises at any time, without proper advance written authorisation, any document or other property, which belongs to Reach Deaf Services or contains or refers to any confidential information relating to Reach Deaf Services, its employees, the Deaf Community, service users and boarders. You will return to Reach Deaf Services, after termination of your employment any documents or other company property that subsequently comes into your possession or procurement in the future

### **10.3 Drugs and Alcohol**

It is recognised that Reach Deaf Services has a duty of care to the adults and children in our service and to the employees who work with these adults and children.

The purpose of this policy is to outline Reach Deaf Services approach to drugs and alcohol.

This policy applies to all employees, and Contractors of Reach Deaf Services.

#### **Key Principles**

Employees should not be adversely affected by alcohol or drug use during work hours and must at all times carry out their duties and responsibilities in a safe manner. Work premises are alcohol and drug free during work hours. Use of alcohol or drugs outside of work hours should not impair performance and behaviour at work.

#### **Glossary of Terms and Definitions**

For the purpose of this policy, the term alcohol and drugs will be defined as mood altering substances, either legal or illegal. This includes alcohol, abuse of prescribed medication with or without a prescription as well as the use of illegal substances.

#### **Policy**

It is the policy of Reach Deaf Services to adhere to the Safety, Health and Welfare at Work Act, 2005 under which Employers are obliged to provide a safe workplace for all employees.

Employees are responsible for adhering to this policy as failure to do so may compromise the health, safety and welfare of themselves and their colleagues. For this reason, the use of non-prescribed illegal substances, the abuse of prescribed legal substances, or the use of alcohol is strictly forbidden, during working time or at work. The possession of such substances while on Reach Deaf Services premises or during working time is also prohibited.

Employees taking prescription drugs that are not recommended to be taken whilst driving a car notify their Supervisor / Manager where the role may necessitate driving.

### **10.3.1 Action where an Employee is suspected of being unfit for Work or in the possession of Alcohol or Drugs**

In any instances of suspected intoxication in the workplace, the Manager or Supervisor will record the factors supporting this conclusion, for example: smell of alcohol on breath, dilated pupils, impaired co-ordination or speech. The first step will be for the Manager or Supervisor to request an immediate meeting with the employee.

The factors leading to the concern will be outlined to the employee who is suspected of being under the influence of drugs or alcohol. The employee will be sent home immediately. Payment of wages may be deducted for that day.

Where an employee is removed from the site/the premises, Reach Deaf Services will use reasonable endeavours to ensure that individual travels home in a safe manner. An employee found in possession of illegal substances will be reported to An Garda Siochana.

An employee who is suspected of being under the influence of drugs or alcohol while at work, or who is otherwise unsafe for work, or who is suspected of having alcohol or drugs in their possession may be subject to disciplinary action, up to and including dismissal.

#### **Procedures regarding Identification of Alcohol or Drug use**

An employee with an addiction problem should be assured that every assistance will be given to them if they are willing to try to overcome the problem and that the matter will be treated in strict confidence. Any employee who suspects they have an alcohol and / or drugs problem is encouraged to seek help voluntarily. This request should be made to the Supervisor or Manager on a personal basis. Time off work to obtain help may be offered if necessary.

## **Confidentiality**

Reach Deaf Services aims to ensure that the confidentiality of all employees experiencing alcohol or drug problems is maintained. Information regarding individual cases will not be shared with third parties unless consent has been provided by the individual or the safety of the person concerned or others is comprised.

### **10.4 Hygiene**

High standards of hygiene must be maintained at all times. You must comply with the company's requirements and standards with regard to hygiene. You are required to conform to the highest standards of personal hygiene and appearance. You are responsible for keeping your work area and areas under your responsibility clean and tidy at all times.

### **10.5 Employee's Property**

Reach Deaf Services will not accept responsibility for loss or damage to employees' property on their premises. You should be aware that the car parking within Reach Deaf Services properties is not necessarily secure and that Reach Deaf Services will not accept responsibility for damage or losses to or from cars parked. You are advised to lock your car and not to leave any valuables in clear view from the outside. Employees should report to their immediate Supervisor/Manager all lost or found property.

### **10.6 Loss of Earnings Claims**

Reach Deaf Services makes payment to employees during authorised absences, as specified in Employment Policies and Procedures manual (e.g. Jury Service, sick pay, etc.,) on the clear understanding that, if it is possible, for the employee to claim for loss of earnings they must do so and make restitution to Reach Deaf Services. If you have been absent as a result of an injury caused by the negligence of a third party and make a claim for compensation you should include in such claim an amount to recover any monies paid to you by Reach Deaf Services by way of sick pay. Any monies so recovered must be refunded to Reach Deaf Services.

## **11 Holiday Entitlement & Leave Arrangements**

### **11.1 Annual Leave**

All employees are entitled to avail of annual leave, as provided for in the statement of terms and conditions of employment. Part time employees and employees commencing employment during the leave year will have their Annual Leave entitlement calculated on a pro rata basis.

The holiday qualifying year for the boarding campus and Chaplaincy employees runs from 1st September to 31st August of the following year. The holiday qualifying year for all other employees of Reach Deaf Services runs from 1st January to 31st December of the same year. Your entitlement is granted in accordance with the provisions of Part III of the Organisation of Working Time Act, 1997. Employees are expected to take their holiday entitlement at times convenient to their work. Employees who work in the schools or the residences that support the schools will be required to take annual leave during the school breaks, usually in July, August, Christmas and Easter.

Applications for leave of 2 weeks or more at any one time will be considered in light of business requirements, and may be approved or otherwise at the discretion of Management. The holiday entitlement should be taken after obtaining the written permission of your Supervisor/Manager. Preferred holiday periods will be respected as far as possible within the framework of Reach Deaf Services work and operational needs. The final decision in allocating annual leave rests with management. Pay for annual leave will be provided at the normal daily rate.

It is in the best health and welfare interests of employees to make full use of their annual holiday entitlement each year. A maximum of five holiday days can be carried forward from one holiday year to the next by prior arrangement with your supervisor/manager. Reach Deaf Services has a duty and responsibility to ensure that employees use their leave entitlement within the holiday year. If an employee fails to plan and reserve holidays to be taken before the end of the holiday year, in agreement with their supervisor/manager, management reserve the right to specify the dates on which the employee will use outstanding holiday entitlement. Any holidays carried over from the previous holiday year, by arrangement with management, must be taken within three months of ending of the leave year.

All employees are required to take at least one two week period of annual leave per year.

When a termination of contract occurs and the paid holidays already taken exceed the paid holiday entitlement on the date of termination, Reach Deaf Services reserves the right to deduct the excess holiday pay from any termination pay.

## **11.2 Public Holidays**

Public holiday entitlements will be granted in accordance with the provisions of the Organisation of Working Time Act, 1997. Reach Deaf Services recognises nine Public holidays. These are:

- New Year's Day
- First Monday in February, or 1 February if the date falls on a Friday
- St Patrick's Day

- Easter Monday
- The first Monday in May
- The first Monday in June
- The first Monday in August
- The last Monday in October
- Christmas Day
- St Stephen's Day

Under normal circumstances Reach Deaf Services will give employees a day off with pay on the day of a public holiday. In exceptional circumstances employees may be required to work. On such occasions employees will be compensated as per the provisions of the Organisation of the Working Time Act, 1997.

### **Grace days**

Reach Deaf Services grants the following grace days each year

- Two days during the Christmas period
- Good Friday

Employees who are required to work these days will be given a day in lieu. This does not apply to staff who are paid a premium for these days.

### **11.3 Maternity Leave**

Arrangements for maternity leave will be in accordance with the provisions of the Maternity Protection Acts, 1994 and 2004 and associated regulations as issued, whilst also protecting the rights of Employees under this legislation. Information leaflets are available from Reach Deaf Services. All employees with more than one year's service, covered by the Maternity Acts are entitled to:

- Time off with full salary minus the social welfare payment for 50% of the leave period (13 weeks) and half pay for the remaining 50% of the leave period (13 weeks).
- Time off, without loss of pay, for ante-natal/post-natal care appointments
- Time off, without loss of pay to attend one set of ante-natal classes (other than the last three)
- Health and safety leave where Reach Deaf Services is unable to remove an identified risk, is unable to adjust the work in order that the risk no longer exists or is unable to provide suitable alternative employment to the employee

- Accrual of annual leave and public holidays whilst on maternity leave and additional maternity leave
  - For the purposes of the boarding campus annual leave for the purposes of maternity leave is a total of 18 days and is assigned as follows;
    - October mid-term break: 3 days
    - Christmas holidays: 6 days
    - February mid-term break: 3 days
    - Easter holidays: 6 days
- Protection against unfair dismissal on the grounds of pregnancy, maternity leave or matters connected therewith
- Return to work after maternity and protective (health and safety) leave where possible to the position held immediately prior to the commencement of leave (provided this was their normal position). Where this is not feasible, to return to work to suitable alternative employment that is no less favourable in terms and conditions and at the option of Reach Deaf Services to either:
- Breaks of one hour in the workplace where facilities are provided for breastfeeding for up to a maximum of 104 weeks after the birth of the child.

Or

- To a temporary reduction in working hours without loss of pay, for the purpose of breastfeeding for up to a maximum of 104 weeks after the birth of the child (2023).
- Subject to agreement with Reach Deaf Services, a right to terminate additional maternity leave in the event of the employee becoming ill. Transfer to sick leave and to postpone maternity or additional maternity leave if the child is hospitalised and to resume their leave on the child's discharge from hospital.

In the case of fathers Reach Deaf Services will grant:

- Time off to attend, on a once off basis, the last two ante-natal classes before the birth
- The balance of the maternity leave or additional maternity leave where the mother dies on maternity leave or additional maternity leave

### **Fixed term Employees**

All fixed term employees are covered so long as they are in employment at the time of the birth and subsequent maternity leave. Fixed Term employees are protected under the Maternity Protection Acts so long as they are in employment. Therefore, they are entitled to maternity leave like their

permanent counterparts but if the fixed term of the contract ends during a period of maternity leave or during any period of Health and Safety leave (prior to maternity leave) then, that is when they cease to be in employment. The fixed term of the contract does not extend to the end of the maternity leave, nor does it get postponed until after the period of maternity leave. It ends on the date it was due to end unless otherwise agreed by the employer and employee.

### **Procedure and Notification**

A pregnant employee should advise Reach Deaf Services of their pregnancy as soon as possible in order that measures may be taken to protect their health and safety at work and that of their developing child.

The right to take maternity leave is subject to the employee concerned giving at least four weeks written notice to their supervisor/manager of their intention to take maternity leave, and also giving or producing for inspection, a medical (or similar) certificate, confirming the pregnancy and specifying the expected week of confinement. Subsequently, if the employee wishes to change the starting date of their maternity leave a second notification must be made which also gives at least four weeks' notice of the beginning of maternity leave. Leave must commence at least 2 weeks before the end of the expected week of confinement and at least 4 weeks leave must be taken following the birth of the child.

The employee's right to return to work is conditional on written notification of intention to return to work and must be given at least four weeks before the due date of return. The supervisor/manager should prepare a copy of Reach Deaf Services advice to employees taking Maternity Leave form so that there is a clear understanding between the employee and Reach Deaf Services about dates and procedural requirements to be observed.

To be entitled to take additional maternity leave, an employee must inform Reach Deaf Services in writing of their intention to take such additional leave not later than four weeks before the end of the maternity leave period.

Entitlement to Ante/Post Natal Care leave is subject to written notification to the supervisor/manager of the date and time of the appointments (except for the first appointment) at least two weeks in advance. Notification in the case of ante-natal classes must be at least two weeks' notice before the first class or class concerned and appropriate documentation giving the dates and times of the classes.



An 'expectant father/partner' is entitled once only to time off from work without loss of pay to attend the last two ante-natal classes before the birth. This right is subject to the employee giving Reach Deaf Services at least two weeks' notice before the first class or class concerned and appropriate documentation giving the dates and times of the classes.

### **Additional Information**

Any notice of resignation given by an employee during maternity leave that would take effect during the period of maternity leave is void and will not be accepted by Reach Deaf Services.

During these periods of leave an employee's continuity of employment in respect of any right (whether statutory, contractual or otherwise) with the exception of remuneration are preserved as if present at work. During natal care absence and time off for breastfeeding, the employee's continuity of employment in respect of any right are preserved as if they had been at work. Absences on protective leave, natal care absence and time off for breastfeeding count as reckonable service for the purposes of annual leave and redundancy calculation and will not be counted against any other leave, such as annual leave or sick leave, to which the employee is entitled.

## 11.4 Form for Employees taking Maternity & Additional Maternity Leave

### Employees Taking Maternity Leave under the Maternity Protection Act, 1994 -2004

Name of Employee: \_\_\_\_\_

(a) Your maternity leave period will commence on \_\_\_\_\_ (date)

(b) Your maternity leave period is due to end on \_\_\_\_\_ (date)

#### Taking Maternity Leave Only

(c) If you do not plan to take additional maternity leave, you should notify in writing your intention to return to work after maternity leave either before taking leave or (4 weeks notification) not later than \_\_\_\_\_ (date) confirming your return to work date.

#### Taking Additional Maternity Leave

(d) If you intend taking all of your additional maternity leave entitlement, as well as maternity leave, you are due to return to work on \_\_\_\_\_ (date)

(e) You must notify in writing your intention to take additional maternity leave before the expiry of your maternity leave, not later than \_\_\_\_\_ (date)

(f) You must notify in writing your intention to return to work (4 weeks notification) not later than \_\_\_\_\_ (date)

(g) If for any reason as provided under the Maternity Protection Acts, 1994 and 2004 you will need to extend or shorten your maternity leave or additional maternity leave periods, you must notify in writing the new date of return to work and new dates will apply for the notifications agreed above.  
\_\_\_\_\_ (date)

If you are unable to make any of the written notifications yourself, you should make sure that someone else does so on your behalf.

SIGNED: \_\_\_\_\_ (for Reach Deaf Services) DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ (employee) DATE: \_\_\_\_\_

## 11.5 Adoptive Leave

Reach Deaf Services recognises the burdens placed on adopting parents and will maintain the employment rights of:

- All adopting mothers under a contract of employment
- All sole male adopters, under a contract of employment
- All adopting fathers, under a contract of employment, where the adopting mother has died before or during the period for adoptive leave or additional adoptive leave

All such employees will be entitled to 24 weeks of statutory adoptive leave and 16 weeks additional adoptive leave, subject to certain notification requirements. Social welfare payments are available for statutory adoptive leave only.

Additionally, an employee will be granted time off during work hours without loss of pay to attend preparation classes and pre-adoption meetings (which they are obliged to attend and provided they are within the state) with social workers/health board officials required during the pre-adoption process. Two weeks written notice of the first request must be provided. Evidence of the requirement to attend the class or meeting may be sought by Reach Deaf Services.

### **Procedure and Notification**

The employee must give a minimum of four weeks advance notice of their wish to take Adoptive Leave before the expected placement of the child. The expected day of placement may be given later where this is not possible. However written notification must be given not later than the proposed date of commencement of the leave.

In the case of an Irish adoption a certificate of placement should be forwarded within 4 weeks of the date of placement. In the case of a foreign adoption, a declaration of eligibility and suitability must be produced as soon as reasonably practicable, with a certificate of placement to be forwarded as soon as it is received by the employee.

If the employee wishes to take additional adoptive leave they must inform Reach Deaf Services, in writing, at least four weeks before they wish to commence this leave.

To benefit from their protected employment rights during Adoptive Leave the employee must inform Reach Deaf Services, in writing, at least four weeks before the date in which they wish to return to work after adoptive leave or additional leave.

In the case of a foreign adoption, an adopting mother or sole male adopter may avail of some of their additional leave before the placement of the child for the purposes of familiarisation with the

child in advance of the adoption. Four weeks written notice of this intention must be provided, and a declaration of suitability and eligibility must also be supplied. This entitlement is in addition to the time permitted to attend classes and meetings in the state.

### **Return to Work**

Employees are required to provide at least four weeks written notice of their intention to return to work following leave. This notice should confirm the intended return to work date. Where possible the employee will return to the position held immediately prior to the commencement of leave (provided this was their normal position), however where this is not feasible, the employee may return to work to suitable alternative employment that is no less favourable in terms and conditions.

### **Annual Leave and Public Holidays**

Annual leave and public holiday benefits will continue to accrue for the period of adoptive leave and additional adoptive leave.

## **11.6 Parental Leave**

All qualifying employees who are natural or adoptive parents of, or who are persons acting in loco parentis to, a child under the relevant age have an entitlement to avail of up to 26 working weeks parental leave in respect of that child over a defined period of time.

Arrangements for the taking of parental leave will be in accordance with the provisions of the Parental Leave Act, 1998 – 2019 and the Parental Leave (Amendment) Bill 2017

### **Scope**

This policy applies to all employees who are natural or adoptive parents or acting in loco parentis to a child under the relevant age.

### **Policy**

All qualifying employees who are natural or adoptive parents of, or who are persons acting in loco parentis to, a child under the relevant age have an entitlement to avail of up to 26 working weeks parental leave in respect of that child over a defined period of time.

Parental leave is unpaid leave. However, employees should note that they are entitled to two weeks payment by the Department of Social Protection and where a block of leave is taken with the result that no PRSI contributions will be made by Reach Deaf Services or employee in that week, then the Department of Social Protection may make PRSI contributions on the employee's behalf. This is

subject to the employee notifying the Department of Social Protection of the fact that they are on leave.

### **Who is a qualifying Employee?**

In order to qualify for parental leave an employee must meet the following criteria;

The employee must have completed 12 months' service with Reach Deaf Services to qualify for 26 working weeks leave, or

Where the child is about to go over the relevant age, and the employee has completed more than 3 months service but less than 12, they will be entitled to avail of 1 working week of leave per completed month of service.

What age must the child be in order to be deemed under the relevant age?

The relevant age of the child in respect of whom leave may be taken may vary depending on certain factors. Parental leave is allowed in respect of a child:

- Up to 12 years of age, or
- within two years of an adoption order where the child is adopted between the ages of 10 and 12 years, or
- Aged under 16 years in the case of a child with a disability/ long term illness.

### **Applications Procedure**

Applications for parental leave must be made in writing at least 6 weeks prior to the intended commencement of leave. A response to this application will be issued by Reach Deaf Services 4 weeks before the intended commencement of leave indicating whether the leave can be approved, or whether it is necessary to postpone the leave. Postponement of leave will not exceed 6 months except where this is permitted by legislation and necessary for operational reasons. In all cases discussion will be held to establish a suitable new timing for the leave. Where the leave is approved, a confirmation document will be produced for signature and filing.

If both parents are employees of Reach Deaf Services, employees may request that a portion of the leave (not more than 14 weeks) be transferred to the other parent, approval of such a transfer of leave will be at the discretion of Reach Deaf Services.

### **Patterns of Leave Permitted**

Leave may be availed of as a continuous period of 6 weeks or greater at any one time. Periods of leave of a lesser duration are entirely at the discretion of Management, and it may not be possible to permit these. Consult your Manager for further information.

### **Sickness During Parental Leave**

Should an employee fall ill during parental leave, and as a result is unable to care for their child, they may suspend their parental leave and the time may be treated as certified sick leave. This is subject to the employee complying with normal sick leave reporting procedures and submission of a doctors certificate confirming the illness irrespective of the number of days of sickness. This certificate should confirm that the employee is incapable of caring for the child in respect of whom leave is being taken.

### **Abuse of Leave**

An employee must use parental leave for the purpose of caring for the child in respect of whom it is taken. Employees may not work in alternative employment while on this leave. Abuse of parental leave may be treated as a serious disciplinary matter.

### **Annual Leave and Public Holidays**

Annual leave entitlements continue to accrue and public holiday benefits will continue to be provided during the period of an employee's parental leave.

### **Returning to Work**

Employees are entitled to return to work to the same job and under the same terms and conditions of employment following parental leave. Where this is not reasonably practicable, Reach Deaf Services will provide suitable alternative employment that is no less favourable in terms and conditions.

Employees may request a change in working hours / patterns, or both, to apply for a set period of time following their return from Parental leave. Such requests must be submitted not later than 6 weeks prior to the proposed commencement of this set period. Reach Deaf Services will consider all requests having regard for the Organisational needs, and the employee's needs at the time and will respond within 4 weeks of receiving the request.

## **11.7 Bereavement /Compassionate Leave**

Reach Deaf Services would wish to support employees during times of bereavement and allows employees paid leave.

- In the event of the death of a close relative (a parent, spouse/partner, child, brother or sister) 3 days paid leave will be granted
- In the event of the death of a member of the employee's extended family, (grand-parent, grand-aunt/uncle, aunt, uncle, first cousin, parent-in-law) 1 day's paid leave will be granted
- In the event of the death of a friend or more distant relative, unpaid time off for attendance at a funeral may be granted at the discretion of management

## **11.8 Force Majeure Leave**

### **Policy**

Reach Deaf Services wishes to support employees in times of personal or family difficulties and may grant Force Majeure Leave. An employee may be entitled to short term leave with pay for urgent family reasons, owing to the injury or illness of one of the following persons . Entitlement to force majeure leave is limited to circumstances where the immediate presence of the employee, at the place where the ill or injured person is situated, is indispensable.

### **Eligibility**

An employee wishing to take Force Majeure Leave may do so in respect of:

- A parent or grandparent of the employee
- Spouse/ partner
- A person with whom the employee is in a relationship of domestic dependency.
- Brother/sister of the employee
- Child/adopted child of the employee
- A person to whom the employee is in loco parentis

### **Entitlement**

Employees are entitled to up to three (3) days paid Force Majeure Leave in a twelve (12) month period or no more than five (5) days in a thirty-six (36) month period. Part days absent will be regarded as one (1) day. In accordance with legislation, a day is deemed to be the period of work for which the employee was rostered on that occasion.

Entitlement to force majeure leave is limited to circumstances:

- where the immediate presence of the employee is indispensable,
- where the employee is present at the place where the ill or injured person is situated.

### **Notification**

On the day in question, the employee should notify their Supervisor/Manager (or another Manager where their own Supervisor / Manager is not available) as early as possible of their intention to take Force Majeure Leave and the reasons for it.

Reach Deaf Services acknowledges that it is not feasible for employees to give notice requesting Force Majeure Leave, as it is designed to cater for unforeseen emergencies only.

However, on return to work, a Force Majeure Leave application form (see copy of form below) should be completed and submitted to the relevant Supervisor/Manager for approval. In addition, evidence of the family emergency may be required. This will normally be a medical certificate from the doctor attending the family member, outlining the nature of the injury or illness and confirming that the employee's presence was urgently required. In emergency situations, the medical certificate will be self-explanatory.

Reach Deaf Services will inform employees if their application for Force Majeure Leave has been successful and will hold records of all Force Majeure Leave taken by employees.



### Application for Force Majeure Leave

(a) Name of Employee: \_\_\_\_\_

(b) Address of Employee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) RSI Number: \_\_\_\_\_

Name and Address of

Injured /member of \_\_\_\_\_

The employee's family \_\_\_\_\_

\_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

Nature and details of injury / illness of family member involved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date(s) of Force Majeure Leave: \_\_\_\_\_

I confirm that I wish to apply for Force Majeure Leave on the above-mentioned date(s) because of above urgent family reasons, owing to the injury / illness of the person specified above; my immediate presence at that person's address was indispensable, as shown above.

#### **DECLARATION**

I declare that the information given by me above is true, accurate and complete in all respects and I both understand and accept that if that is not the case, whether knowingly on my part or otherwise, following due investigation by Reach Deaf Services, I may be denied Force Majeure Leave and/or liable to disciplinary action.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

### Confirmation of Parental Leave

#### Employees taking Parental Leave under the Parental Leave Act, 1998 - 2019 as amended by the Parental Leave (Amendment) Act, 2006 and 2019

(This form must be completed no less than 4 weeks prior to proposed commencement

date of Parental Leave)

Name of Employee:

(a) Your parental leave period will commence on \_\_\_\_\_ (date)

(b) As the parent of \_\_\_\_\_ (name of child) , born on \_\_\_\_\_ (date of birth) you are entitled to up to 26 weeks unpaid leave (parental leave) to enable you to take care \_\_\_\_\_ (name of child).

Number of weeks

(d) Your parental leave period is due to end on \_\_\_\_\_ (date)

(e) Return to work Date

SIGNED: \_\_\_\_\_(for Reach Deaf Services) DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_(employee) DATE: \_\_\_\_\_

**(To be completed and signed in duplicate, a copy to be retained by Reach Deaf Services and a copy to be given to the employee)**

## 11.9 Carer's Leave

Reach Deaf Services will grant unpaid Carer's Leave to employees, who have completed at least one year's continuous service, to provide full-time care for a 'relevant person' in need of full-time care and attention in accordance with the Carers' Leave Act 2001.

Carer's leave of at least 13 weeks and up to 104 weeks may be applied for. This may be extended to 208 weeks in respect of two persons in need of care in certain circumstances.

Carer's leave may be taken as a continuous block of leave, or broken into shorter periods of leave. Where the leave is broken down, the employee may not commence a subsequent period of leave until 6 weeks have elapsed since the termination of the previous period of leave.

### **Notification**

The employee must make application for leave to both Reach Deaf Services and the Department of Social and Family Affairs at least 8 (eight) weeks before they propose to commence Carer's Leave and confirm that an application has been made to the Department of Social Protection for approval to be deemed a carer for the relevant person.

Where approved, at least two weeks before the proposed date of commencement of the Carer's Leave, Reach Deaf Services will prepare confirmation document – see "Confirmation Document Form" below.

This document specifies:

- The date the leave will begin
- Its duration; and
- The manner in which it will be taken
- The employee must produce DFSA certificate

Both Reach Deaf Services and the employee will sign this document and retain a signed copy. Once this confirmation document has been signed it can only be altered by agreement between Reach Deaf Services and the employee.

### **Termination of Carer's Leave**

Carer's Leave will terminate on the pre-agreed date in the confirmation document, or in the following circumstances, whichever is the sooner:

- On an alternative date as agreed between Reach Deaf Services and the employee

- Where the person in respect of whom the employee has taken carer's leave ceases to satisfy the conditions for a relevant person
- Where the employee ceases to satisfy the conditions for the provision of full-time care and attention
- Where the relevant person dies during the period of carer's leave, the leave will terminate either six weeks after the date of death, or the date of termination specified in the confirmation document, whichever is the earlier.

### **Employment Rights**

An employee availing of carer's leave will be regarded as still being in employment, and none of their rights relating to employment shall be affected, with the exception of remuneration, annual leave (after 13 weeks), public holidays (after 13 weeks), superannuation benefits or any obligation to pay contributions in, or in respect of, the employment. Such absence will be reckonable for redundancy purposes. Existing PRSI rights will be protected by the award of credited contributions during the period of carer's leave by arrangement with the Department of Social Protection.

### **Return to Work**

An employee on carer's leave must provide at least 4 weeks written notice of their intention to return to work. This notice should confirm the intended return to work date. Where possible the employee will return to the position held immediately prior to the commencement of leave (provided this was their normal position), however where this is not feasible, they may return to work to suitable alternative employment that is no less favourable in terms and conditions.

### 11.10 Confirmation of Carer's Leave Form

To be completed by Reach Deaf Services and the employee, pursuant to Section 10(1) of the Act, not later than two weeks before the commencement of the carer's leave concerned.

The employee must give Reach Deaf Services a copy of the decision of the deciding officer of the Department of Social and Family Affairs, that the care recipient is a relevant person for the purposes of Section 82A (1) (inserted by the Act of 2000) of Chapter 11A of Part II of the Social Welfare (Consolidation) Act, 1993, as soon as it is received. The applicant is not entitled to Carer's Leave until he/she has done so, under Section 6(2) (2) of the Act.

Name of Employee: \_\_\_\_\_

Address of Employee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PPS Number: (formerly RSI Number) (Figures) (Letters) \_\_\_\_\_

Approved Date of Commencement of Carer's Leave: \_\_/\_\_/\_\_\_\_ (Day/Month/Year)

Duration of Carer's Leave: \_\_\_\_\_ weeks

Return to Work Date: \_\_/\_\_/\_\_\_\_ (Day/Month/Year)

Signed of behalf of Reach Deaf Services: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

### **11.11 Jury Service**

Reach Deaf Services will continue to pay full salary to an employee who is called to serve on a Jury. Jury service leave is provided for the period that an employee is required to attend court for possible selection as a juror, and for the duration of the case on which they will sit if they are selected to sit on a jury.

#### **Procedure**

In order to avail of this leave, an employee must present the summons for jury service to their Manager as soon as they receive this notification. Their Manager will then approve the leave. In exceptional circumstances Reach Deaf Services may seek to have an employee excused from jury service, however this will only occur where business requirements are such that it is not feasible to permit the employee to avail of the leave.

Where leave is granted, an employee will generally be required to attend the court for a period of each day for selection as a juror, usually for a few hours in the morning each day. Where the employee is not selected as a juror, they must return to work for the remainder of the day. A certificate of attendance will be produced by the clerk of the court on request, and this should be presented to the employee's Manager on return to work each day for record keeping purposes.

Where an employee is called for jury service, they should also obtain daily certificates of attendance from the Clerk of the Court confirming attendance at court. Again, where an employee is excused from the court for part of the day they are expected to return to work, where appropriate.

The employee is responsible for claiming loss of earnings from the Court. This amount should be reimbursed to Reach Deaf Services. It is a condition of this arrangement that employees will return to work during any reasonably available hours of the normal working day not spent on jury duty.

Employment rights, including remuneration, are protected during this leave.

### **11.12 Paternity Leave Policy**

#### **Purpose**

The purpose of this policy is to demonstrate our compliance with the Paternity Leave and Benefit Bill 2016 and associated regulations as issued, whilst also protecting the rights of employees under this legislation.

#### **Scope**

This policy applies to all employees who are relevant parents to a child (other than the mother):

- The father of the child;
- The relevant adopting parent ;
- The spouse, civil partner or cohabitant of the mother of the child;
- A parent of a child where the child is a donor conceived child.

### **Policy**

A relevant parent is entitled to avail of 2 weeks paternity leave from employment, to enable him or her to provide or assist in the provision of care to the child or to provide support to the relevant adopting parent or mother of the child. The period of leave comprises a single period of 2 continuous weeks. Only one person who is a relevant parent in relation to a child is entitled to paternity leave in respect of that child. Where a child is part of a multiple birth, or a person adopts 2 or more children at the same time, the relevant parent is only entitled to one period of paternity leave.

Paternity leave is applicable where the date of confinement in respect of the child falls on or after the 1<sup>st</sup> September 2016, or where a child is or is to be adopted and the date of placement in respect of the child falls on or after the 1<sup>st</sup> September 2016. All employees with more than one years' service, covered by the Paternity Leave and Benefit Bill are entitled to time off with full salary minus the social welfare payment for 50% of the leave period (1 week) and half pay for the remaining 50% of the leave period (1 week).

An employee may be entitled to claim paternity benefit from the Department of Social Protection, subject to qualification criteria. In order to claim this benefit, an Employer is required to submit a form (Form PB2) to certify that an employee is entitled to paternity leave for the dates provided. This form is available from the Department of Social Protection. The relevant parent must have a Public Services Card to apply for Paternity Benefit)/ (Please see Section G for details in relation to Paternity Pay/ Paternity Benefit).

### **Notification Procedure**

Paternity leave can begin at the time of the birth/adoption or within 26 weeks of the birth/placement of the child.

Entitlement to paternity leave shall be subject to an employee, who is a relevant parent, notifying their Employer in writing of their intention to take paternity leave:

- As soon as reasonably practicable but not later than 4 weeks before the expected week of confinement of the expectant mother concerned;
- In the case of a child who is/ is to be adopted, as soon as reasonably practicable but not later than 4 weeks before the expected day of placement.

At the time of notification, or as soon as reasonably practicable, an employee must provide the Employer with a medical certificate confirming the pregnancy of the expectant mother concerned and specifying the expected week of confinement. An employee who has not given a notification to their Employer in line with the requirements set out above, or who revoked such notification, may notify the Employer of their intention to take paternity leave not later than 4 weeks before the commencement of such leave.

### **Commencement & Postponement of Leave**

#### **Commencement**

The period of paternity leave shall commence on such a day as the relevant parent selects in their notification to the Employer of their intention to take paternity leave, being not earlier than the date of confinement or day of placement, and not later than 26 weeks after such date or day. Where the employee intends to take paternity leave, the employee must notify the employer of the length of leave that the employee intends to take.

#### **Early Confinement**

Where the date of confinement occurs in a week that is 4 weeks or more before the expected date of confinement, the relevant parent will be deemed to have complied with the requirements in terms of notification to Reach Deaf Services if the notification required is given in the period of 7 days commencing on the date of confinement.

#### **Postponement**

Where, as the case may be, the day of placement is postponed or the date of confinement occurs after the date selected by a relevant parent in their notification, the relevant parent shall be entitled to select another date on which the paternity leave shall commence.

#### **Sickness during Paternity Leave**

Where a relevant parent who has complied with the notification procedures becomes sick prior to the commencement of their paternity leave and wishes to postpone the paternity leave, the employee may, by notice in writing given to the employer as soon as reasonably practicable after becoming sick and accompanied by the relevant evidence in respect of the sickness, postpone the taking of the leave to such time as the relevant parent is no longer sick.

#### **Abuse of Leave**

Where an Employer has a reasonable belief that an employee who is on paternity leave is not using the leave for the purpose outlined, the employer may, by provision of notice in writing to the



employee, terminate the leave. The notice shall summarise the grounds for terminating the leave, and the day by which the employee must return to work.

### **Employee Rights**

During a period of paternity leave, an employee shall be deemed to have been in the employment of the Employer, and be treated as if they had not been absent from work. Availing of paternity leave shall not affect any right related to the employment, other than the right to remuneration during the absence. Where an employee is on probation, undergoing training, or employed under a contract of apprenticeship, the employer may require that the probation, training or apprenticeship shall stand suspended during the period of leave.

### **Return to Work**

Employees are entitled to return to work to the same job and under the same terms and conditions of employment following paternity leave. Where this is not reasonably practicable, Reach Deaf Services will provide suitable alternative employment that is no less favourable in terms and conditions.

#### **11.13 Time off for Medical Appointments**

Wherever possible, dental and medical appointments should be arranged in employees' own time and not during working hours. Where an appointment outside of working hours is not possible, evidence (such as appointment card) may be requested of the medical appointment.

This policy does not extend to employees seeking time off for ante-natal appointments. This is covered under our Maternity Leave policy.

Employees should give their line Manager as much notice as is reasonably practicable of medical appointments. Subject to operational requirements, the employee will be allowed reasonable time off to attend appointments, taking into account travel time, waiting periods etc.

Time off to attend medical appointments will be paid.

#### **11.14 Leave for Medical Care Purposes**

##### **Purpose**

The purpose of this policy is to demonstrate compliance with the provisions of the Parental Leave Act 1998 as amended by the Work Life Balance and Miscellaneous Provisions Act 2023 in relation to Leave provisions for Employees regarding significant care or support for a serious medical reason to a specified person, and to protect Employee rights in this regard.

## **Scope**

This policy applies to all qualifying Employees of this Organisation.

## **Policy**

Employees shall be entitled to up to five days leave in any period of 12 consecutive months, without pay where, for serious medical reasons, the employee is required to provide personal care or support to any of the below:

- a child or adoptive child of the Employee;
- a spouse or civil partner of the Employee;
- a cohabitant of the employee
- a person to whom the Employee is acting in loco parentis;
- a brother or sister of the Employee;
- a parent or grandparent of the Employee;
- a person with whom the Employee is in a relationship of domestic dependency, including, but not limited to, same sex partners.

## **Procedure**

Where possible, an Employee should contact their Manager, or another Manager where their own Manager is not available, to notify the Organisation of their absence or intended absence as soon as possible.

In all cases, the Employee will be required to complete a form which can be obtained from their manager, attached below, outlining the date of commencement, duration and a statement of facts outlining the reasoning for the leave and evidence of the same. We may require you to provide the relationship with the relevant person, the nature of the care or support required by the person and a medical certificate of the serious medical issue of the person.

The leave shall consist of one or more days on which the employee would typically be scheduled to work. This leave shall not be taken in periods of less than one day even in cases whereby the leave requested is part of a working day.

On receipt of this form, which will be retained by the organisation, the employee will be provided with a written acknowledgment of the receipt of the confirmation of the leave, which shall be retained by the employee.

## Medical Care Leave Application Form

Name of Employee:

Date of application:

Date of Commencement of leave:

Leave Duration (No. of Days):

Please provide a summary of facts outlining the reasoning for the leave:

What is your relationship with this person?

Please provide the nature of the care or support required by this person:

Please provide the Medical Certificate of Medical Issue, if applicable:

Employee Signature:

Date:

Approved by:

Date:

### **11.15 Parents Leave**

Parent's Benefit and parent's leave are new statutory entitlements for parents in the first 2 years after their child's birth or adoption. They are available for children born or adopted **after 1 November 2019**.

A relevant parent is entitled to avail of Parent's Benefit during parent's leave. Reach Deaf Services does not top up Parents Leave. A relevant parent is entitled to avail of 7 consecutive weeks or 7 separate weeks of leave.

Parent's leave is applicable where the date of confinement in respect of the child falls on or after the 1<sup>st</sup> November 2019, or where a child is or is to be adopted and the date of placement in respect of the child falls on or after the 1<sup>st</sup> November 2019.

A relevant parent who has previously availed of their 5 weeks parent's leave entitlement are eligible to take a further 2 weeks. Parents of children born between November 2019 and July 2020 will not be eligible for the additional 2 weeks.

#### **Notification Procedure**

You must notify your manager in writing that you intend to take parent's leave and of your intended dates no later than 6 weeks before your leave. You then apply for Parent's Benefit at least 4 weeks before the date you start your parent's leave.

### **11.16 Study Leave**

An employee can avail of up to two days study leave per term where the course that is being studied has been deemed relevant and beneficial to the work of Reach Deaf Services.

#### **Notification Procedure**

You must request study leave in writing to your line manager no later than 4 weeks before your leave. Study leave is not a guaranteed leave and is subject to the needs of the service.

### **11.17 Special Leave**

If you need time off work for reasons other than the above, discuss it with your manager. If an urgent personal need arises which necessitates asking for leave of absence without payment, this

may be granted by management after consideration of the circumstances, at the sole discretion of management.

Absence from your work, which includes lateness, without agreement of your manager, means that you are in breach of your Contract of Employment and will be dealt with under Reach Deaf Services Disciplinary Procedure and could result in disciplinary action up to and including dismissal.

## **12 Leaving Reach Deaf Services**

### **12.1 Termination of Employment**

#### **12.1.1 Notice Period**

##### **1) Resignation by the employee**

An employee who has more than 13 weeks service and decides to leave Reach Deaf Services must give one week's notice in writing, unless their contract states otherwise.

##### **2) Termination by Reach Deaf Services**

If Reach Deaf Services terminates an employee's Contract of Employment, it gives notice according to the continuous service as follows, unless their contract states otherwise:

Length of Service	Notice Period
13 weeks up to 2 years' service	1 week
2 years less than 5 years	2 weeks
5 years less than 10 years	4 weeks
10 years less than 15 years	6 weeks
15 years or more	8 weeks

Reach Deaf Services reserves the right to pay salary for the relevant period in lieu of notice.

During all or part of the period of notice, you may, at the discretion of Reach Deaf Services continue to be paid in full, but be required to stay away from work. In these circumstances you may not be required to perform any duties, but you will not be entitled to work with another employer.

In cases of gross misconduct or gross negligence which may warrant dismissal, Reach Deaf Services has a right to immediately suspend the employee with pay pending a full investigation, which may result in the employee's dismissal without notice or without payment in lieu of notice.

Nothing in this contract shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

## **12.2 Reasons for Termination of Employment**

REACH DEAF SERVICES sincerely hopes that it will not be necessary to dismiss you. You may be dismissed from Reach Deaf Services where you are considered not to meet Reach Deaf Services standards/ requirements for:

- Capability
- Competence
- Qualifications
- Conduct
- Legal prevention, i.e. when a law of the land prevents your continued employment
- Retirement
- Redundancy or
- Some other substantial reason which prevents the Institution retaining you in our employment

There are, however, certain breaches of Reach Deaf Services rules and of established custom and practice which may also render you liable to dismissal.

All dismissals will be carried out in accordance with the provisions of REACH DEAF SERVICES's Disciplinary Procedure

## **12.3 Retirement**

Normal retirement age for employees of Reach Deaf Services is 66 years. Retirement commences at the end of the month in which you achieve your 66th birthday. Reach Deaf Services reserves the right to notify relevant parties of upcoming retirement to enable Reach Deaf Services to plan contingencies following the individual's retirement.

## **12.4 Pension**

A Pension Scheme has been set up for employees of Reach Deaf Services. All employees, with more than 6 months continuous service are eligible to join the Pension Scheme arranged for employees at their place of work. If an employee already has a PRSA set up with another provider, e.g. a Bank,

Building Society or Insurance Company, they can continue to have contributions made to that account. Contributions from pay are made directly into the employee's pension by Reach Deaf Services. Reach Deaf Services is able to provide the employee member with tax relief at source for the savings made. An information booklet and application form is available from Reach Deaf Services.

### **13 Overtime**

Reach Deaf Services covers each facility to the level required to provide a cost effective and efficient service. Overtime working results in additional costs to Reach Deaf Services and should not be an automatic or regular solution to a manning problem. Overtime working must be approved and agreed in advance with your Supervisor/Manager. If an employee fails to do so they won't accrue overtime.

Employees may be required to work a reasonable amount of overtime. Any employee who consistently refuses requests to work overtime, or who having agreed to work overtime but does not attend without good reason, may be liable for disciplinary action.

Overtime rate will be paid for hours worked in excess of the standard 169 hours per month.

However, time off in lieu will not be accrued for periods of time of less than 15 minutes. For example if an employee is due to finish work at 4.30pm and they work until 4.45pm, TOIL will not be accrued. However if they work until 5pm or beyond, TOIL may begin to accrue after 5pm, once at least 15 minutes over normal time has been worked. A maximum of 1.5 days TOIL is permitted per month and must be used within 30 days.

Employees who work less than the standard working hours must have worked 169 hours per month before they become entitled to the overtime rate of pay.

### **14 Protection of Children and Vulnerable Adults**

Reach Deaf Services will discharge its responsibility to protect the dignity and welfare of children and vulnerable adults entrusted to its care and to support employees with responsibility for them through the following measures:

- Ensure insofar as is reasonably practical that sufficient resources are available to enable best practice standards of boarder/service user care to be delivered
- Provide safe systems of work to minimise the potential for abuse

- Provide information leaflets which set out how boarder, service users, relatives and members of the public can report concerns or complaints of abuse
- Rigorous application of recruitment and selection procedures to ensure that employees possess the required skills and attributes
- Provide induction for all new employees to ensure that they are aware of the standards of care expected from them
- Provide effective supervision, support and training for all employees so that they are aware of the standards of care expected from them and shortfalls in standards are dealt with promptly
- Communicate the Trust in Care Policy to all employees so that they are fully aware that the welfare of boarders, patients/clients is of paramount importance and know the action to be taken if abuse is suspected or alleged
- Manage allegations of abuse against an employees promptly and with due regard for the right of the an employee to fair procedures whilst safeguarding the welfare of service users/boarders

Reach Deaf Services has detailed policy documents which fulfils the above objectives and which is widely distributed to parents and employees.

## **15 Recruitment & Manning**

### **15.1 Organisation Structure**

Organisation structure charts show the hierarchy and approved posts that exist in each facility within Reach Deaf Services. Each facility manager must agree the structure and posts with the Chief Executive Officer. Any changes to the structure and manning levels must be agreed with the Chief Executive Officer before recruitment to fill a post. The facility will be manned to fill the approved posts as agreed and shown on the organisation chart for the facility. If a post becomes vacant this should be viewed as an opportunity to review the structure and determine ongoing needs. Replacement recruitment should not be automatic and must be agreed with the Chief Executive Officer.

### **15.2 Post Description**

Every post on the organisation chart must have a Post Description. The Post Description describe the overall aims and objectives of the post (the reason it exists), the duties and responsibilities and lists the key duties / tasks the post holder must carry out or behaviours they should demonstrate as



the post holder. This is not intended to be an exhaustive list of the duties of the post. It is intended for the guidance of the person in the position.

The Post Holder is expected to work flexibly within their area of competence. Also, it gives information about the career background, education and training required by the Post Holder to be fully qualified and competent to hold the post. Every employee should have a copy of their Post Description. The post holder should fully understand its contents and must work to achieve its objective(s). Each year the post holder and their manager should review performance and agree individual targets and objectives that will contribute to the success of the facility in which they work and help meet the overall objectives of Reach Deaf Services. Post holders should work with their Supervisor/Manager to ensure that their Post Description is kept up-to-date and that any change in their role is properly reflected in the post description.

### **15.3 Recruitment**

Reach Deaf Services will recruit to fill any vacancies for posts shown on the approved organisation chart. The Post Description will be used as the basis for selection of candidates. The candidate who best matches the requirements of the post as shown in the post description will be selected and employed subject to receipt of satisfactory references and clearance evidence. Vacancies will normally be advertised on the internet or in newspapers. All existing employees will be informed of vacancies for posts as they arise. Employees who are in their probation period, in receipt of a disciplinary warning or being performance managed are not eligible to apply for other positions or be promoted internally. Reach Deaf Services reserves the right to create new posts and appoint without advertising externally.

### **15.4 Eligibility to Work**

The EEA (European Economic Area) consists of the EU member states together with Norway, Iceland and Liechtenstein. In general, non-EEA nationals (with the exception of Switzerland) must have a permit to work in Ireland. Non-EEA nationals must ensure that they have a current work permit which is valid for employment in the specific post with Reach Deaf Services. If an employee requires renewal of their work permit they must notify their Manager at least three months before it expires and take the necessary steps to have it renewed. The Department of Enterprise, Trade and Employment have stated that it will take 2 to 3 months for a new application or renewal to be processed. Reach Deaf Services is unable to employ anybody who does not have a current valid work permit and so if renewal of a work permit application is declined, the employee's employment with Reach Deaf Services will be terminated with effect from the expiry date of the work permit.

## **15.5 Probationary Period**

It is the policy of Reach Deaf Services to use a probationary period at the commencement of employment in order to assess the suitability of newly appointed employees, and to assist their integration into their role and Reach Deaf Services. The period is used to ensure that the new hire is performing in their new role, and that they are settling into Reach Deaf Services.

All new recruits will be on probation for the first six months of employment. The probationary period may be extended, in exceptional circumstances, at Reach Deaf Services discretion, but will not, in any case, exceed 11 months. During the probationary period the employee must demonstrate that they are willing and capable of meeting all the requirements of their post. Unsatisfactory performance, attendance or conduct during this period may will normally result in termination of their contract of employment.

Termination of Contract of Employment within the probationary period shall be at the discretion of Reach Deaf Services and in the event of such a termination the employee will receive one week's notice in writing and not the normal notice period shown under the policy relating to Period of Notice. Alternatively Reach Deaf Services reserves the right to make payment in lieu of notice. Termination of Contract of Employment may arise without application of the full rigours of the disciplinary process during probation.

If a probationary employee intends to resign from employment, during the probationary period they will be required to give Reach Deaf Services one week's notice in writing.

## **16 Safety, Health and Welfare**

### **Policy Statement**

The Board and management of Reach Deaf Services recognises their responsibility for the wellbeing including the Safety, Health and Welfare of its entire employees where ever they work. The Chief Executive Officer is responsible for the implementation of this policy through the existing supervisory structures.

In so far as is reasonably practicable Reach Deaf Services will provide and maintain safe and healthy working conditions, equipment and systems of work for all employees and the public who are affected by its activities, as service users, boarders or users of their facilities.

Reach Deaf Services ensures that each unit or activity has in place a Safety Statement specific to its activities and based on a risk assessment of its activities as required by the Safety, Health and Welfare at Work Act.

All its employees have the obligation to advise management of any circumstance which might affect the safety, health or welfare of themselves, their colleagues, service users, boarders or the public.

In so far as is reasonably practicable, facilities accessible to the public will be maintained so as to minimise the hazards to the public associated with them.

The Chief Executive Officer reporting directly to the Board ensures that all aspects of the policy are in fact being implemented.

This policy will be kept up to date. To ensure this, the policy and the way in which it has operated will be reviewed every year.

Whereas each site specific Safety Statement will address the risk associated with the hazards of its activities this policy provides the core policies applicable to all activities.

Reach Deaf Services is fully committed to complying with all applicable Health and Safety Legislation. To that end it will ensure that it is kept abreast with all current legislation, and that all units are kept informed of their legal obligations.

**Specifically:**

Reach Deaf Services commits to ensuring that all work together to maintain a workplace environment that encourages and supports the right to dignity at work. All who work for Reach Deaf Services are expected to respect the right of each individual to dignity in their working life. All will be treated equally and respected for their individuality and diversity. Bullying or harassment in any form is not accepted and will not be tolerated. The policies and procedures agreed within Reach Deaf Services will underpin the principles and objectives of this policy.

All the activities of Reach Deaf Services will be carried out to the best standards of safety performance in accordance with the following principles:

- All activities can be carried out in a safe way without risk of injury to employees, service users, boarders and the public
- Management at all levels is responsible and accountable for the safety performance of activities under their control
- The Board of Reach Deaf Services will endeavour to ensure that appropriate resources for the safety programme are available to each of its activities
- All employees whether management, supervisory, or otherwise must have regard to safety performance in all their activities

- All hazards which have the potential to cause injury or ill-health have to be assessed and the risks controlled. If a hazard cannot be eliminated effective safeguards and procedures must be provided and maintained
- Employees must be provided with all necessary training to carry out their activities in a way that avoids injury to themselves or others
- Safety training includes both skills on how to do their job safely and motivation to work safely
- Safety in the workplace will be regularly audited
- All deficiencies in the safety programme identified by the audit or otherwise are remedied promptly
- All legal requirements are fulfilled to the full

To ensure this the Board of Reach Deaf Services will make arrangements that each place of work under its control has a Safety Statement to the requirements of Section 20 of the Safety Health and Welfare at Work Act 2005, based on the identification of the hazards and assessment of the risks as required by section 19 of the Act.

Each of these Safety Statements shall specify for the site or activity as required by the Act (extracts quoted below):

- The hazards identified and the risks assessed
- The protective and preventative measures taken and the resources provided for protecting safety, health and welfare at the place of work to which the safety statement relates
- The plans and procedures to be followed and the measures to be taken in the event of an emergency or serious and imminent danger, in compliance with sections 8 and 11 of the Act
- The duties of employees regarding safety, health and welfare at work, including cooperation with Reach Deaf Services and any persons who have responsibility under the relevant statutory provisions in matters relating to safety, health and welfare at work
- The names and, where applicable, the job title or position held of each person responsible for performing tasks assigned to him or her pursuant to the safety statement, and
- The arrangements made regarding the appointment of safety representatives and consultation with, and participation by, employees and safety representatives, in compliance with sections 25 and 26 of the Act including the names of the safety representative and the members of the safety committee, if appointed

The management of each and activity shall bring the safety statement, in a form, manner and, as appropriate, language that is reasonably likely to be understood, to the attention of:

- Their employees, at least annually and, at any other time, following its amendment in accordance with this section
- Newly recruited employees upon commencement of employment, and
- Other persons at the place of work who may be exposed to any specific risk to which the safety statement applies

### **Responsibilities of the Employee**

It is the responsibility of all employees to co-operate with Management in the implementation of health and safety initiatives in Reach Deaf Services. Employees must be aware that they have a responsibility for the safety of their visitors while on site. Employees also have a specific responsibility for their own safety. Therefore, employees are expected to discharge their work in a safe manner, so as to avoid injury to themselves or other employees and customers, and to avoid damage to company equipment and property. Employees are required to report all accidents, dangerous occurrences, unsafe conditions and unsafe acts to their Manager.

The duties of an employee under the Safety, Health and Welfare at Work Act, 2005 may be summarised as follows:

While at work an employee must:

- comply with the relevant statutory provisions and take reasonable care to protect their safety, health and welfare and that of any person who may be affected by their acts or omissions at work;
- ensure that they are not under the influence of an intoxicant to the extent that they are in such a state as to endanger their own safety, health or welfare at work or that of any other person;
- co-operate with Reach Deaf Services in order to enable Reach Deaf Services to comply with the relevant statutory provisions as appropriate;
- not engage in improper conduct or behaviour that is likely to endanger their own safety, health and welfare at work or that of any other person;
- attend such training and assessment as may be reasonably required relating to safety, health and welfare at work, or relating to the work carried out by the employee
- make correct use of any article or substance provided for use at work or for the protection of their safety, health and welfare at work, including protective clothing or equipment;
- report to Management:
  - any work being carried on, or likely to be carried on, in a manner which may endanger the safety, health and welfare at work of any person,

- any defect in the place of work, the systems of work, any article or substance which might endanger the safety, health or welfare at work of any person, or
- any contravention of the relevant statutory provisions which may endanger the safety, health and welfare at work of the employee or that of any other person.
- Not misrepresent him/herself to Reach Deaf Services with regard to the level of training they have received in respect of their position.

### **Procedure for Raising Concerns**

An employee who has any concerns with regard to this policy may raise the issue informally with their Manager or any other Manager. Where they do not receive a satisfactory response to their concerns, they may raise the issue through the grievance procedure.

## **17 Smoke Free**

### **Purpose**

Second-hand smoke, also known as Environmental Tobacco Smoke (ETS) or passive smoke is a cause of disease, including lung cancer and heart disease, in third parties. Neither the simple separation of smokers and non-smokers within the same air space, nor the provision of ventilation, can eliminate exposure to second-hand smoke and the consequent health effects of such exposure. This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke, to ensure compliance with legal obligations and to ensure a safe working environment.

### **Policy**

It is the policy of Reach Deaf Services that the inside of all of its facilities is smoke-free, with the exception of designated smoking areas in the adult residence, and that all employees, service users, boarders and others who avail of the support and services of Reach Deaf Services have a right to enjoy a smoke-free environment. Smoking is prohibited throughout facilities and residences except in designated smoking areas. This policy applies to all employees, service users, boarders, consultants, contractors, customers and visitors.

### **Implementation**

Overall responsibility for policy implementation rests with the occupier, manager or other person, for the time being, in charge of the site. All employees, service users, boarders and others who avail of the support and services of Reach Deaf Services has an obligation to adhere to, and facilitate the implementation of this policy.

The person in charge of each site shall inform all existing employees, service users, boarders and others who avail of the support and services of Reach Deaf Services, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. All new and prospective employees, service users, boarders, others who wish to avail of the support and services of Reach Deaf Services, consultants and contractors shall be given a copy of the policy on recruitment/induction by the person in charge.

### **Policy Regarding Infringements**

Infringements by employees will be dealt with, in the first instance, under the Disciplinary Procedure. Recurring infringements by service users, boarders and others who avail of the support and services are liable to result in expulsion. Employees, consultants, contractors, customers and visitors who contravene the law prohibiting smoking in the workplace are also liable to prosecution.

### **Smoking Cessation**

Information on how to obtain help quitting smoking is available from the National Smokers' Quitline on callsave 1800 201203, free text 50100 or <https://www2.hse.ie/quit-smoking>

## **18 Working Time Act**

Reach Deaf Services fully complies with the Organisation of Working Time Act which sets out statutory rights for employees in respect of rest, maximum working time and holidays. The Policies and Procedures of Reach Deaf Services give details of the various employee entitlements. These include the following rest and maximum working time entitlements.

### **18.1 Maximum Weekly Working Time**

The legislation limits the maximum average working week to 48 hours. Weekly working time can be averaged out over a four, six or up to 12 month reference period depending on the circumstances.

Maximum Night Working Time for night workers is 48 hours per week averaged over 2 months.

### **18.2 Rest Periods**

Every employee has a general entitlement to:

- 11 hours daily rest per 24 hour period
- One period of 24 hours rest per week preceded by a daily rest period ( 11 hours)
- Rest breaks – 15 minutes where up to 4.5 hours have been worked, 30 minutes where up to 6 hours have been worked which may include the first break

- In each period of 7 days you will be entitled to a rest period of at least 24 consecutive hours. This rest period must be immediately preceded by a daily rest period.

### **18.3 Definitions, exceptions & other features of the Working Time Act**

#### **18.3.1 Night Workers**

The Act defines “night time” as the period between midnight and 7 a.m. the following day. Night workers are employees who normally work at least 3 hours of their daily working time during night time and the annual number of hours worked at night equals or exceeds 50% of annual working time.

#### **18.3.2 Working Time**

Working Time is net working time, i.e., exclusive of breaks, on call or stand-by time.

#### **18.3.3 Exceptional or Unforeseeable Circumstances**

The Act permits exemption from the rest provisions due to exceptional circumstances or an emergency (including an accident or the imminent risk of an accident) the consequences of which could not have been avoided despite the exercise of all due care, or, due to the occurrence of unusual and unforeseeable circumstances beyond Reach Deaf Services control, it would not be practicable for Reach Deaf Services to comply with the provision concerned.

#### **18.3.4 Compensatory Rest**

All exemptions are subject to equivalent compensatory rest being made available to employees. In these circumstances rest may be postponed temporarily and taken within an adjacent timeframe. This ensures that although Reach Deaf Services may operate a flexible system of working, employees will not lose out on rest.

### **18.4 Holidays**

Details of holiday entitlement which comply with Organisation of Working Time Act are contained in the policy relating to holidays under Section 10 of this manual.

#### **18.4.1 Public Holidays**

The Organisation of Working Time Act provides for provision of ten public holidays. These are specified under Section 10 of this manual. In respect of each public holiday, an employee is entitled to either:

- a) A paid day off on the holiday or



- b) A paid day off within a month or
- c) An extra day's annual leave or
- d) An extra day's pay

Or as Reach Deaf Services may decide.

If the public holiday falls on a day on which the employee normally works, the employee is entitled to a paid day off for the day.

If the public holiday falls on a day on which the employee does not normally work, the employee is entitled to one fifth of their normal weekly wage for the day or either (b) or (c) above as Reach Deaf Services may decide.

If the employee is asked to work on the public holiday, the employee is entitled to (b) (c) or (d) above as Reach Deaf Services may decide.

There is no service requirement in respect of public holidays for whole time employees. Part time employees qualify for public holidays entitlement provided they have worked at least 40 hours during the five weeks ending on the day before a public holiday.

(Note this Act refers to "public holidays" not "bank holidays". Not every official bank holiday is a public holiday though in practice most of them coincide).

Should an employee have a query in relation to their working hours, breaks or rest periods, or where they have been unable to avail of same, this should be brought to the attention of their Manager, or raised through Reach Deaf Services grievance procedure.

### **18.5 Sunday Premium**

The Act specifies that employees who work on Sundays are entitled to a Sunday Premium. Reach Deaf Services pays a premium of 100% of normal hourly rate in addition to normal pay for hours worked on Sunday.

## **19 Protected Disclosures (Whistleblowing) Policy**

### **Purpose**

The purpose of the policy is to outline the responsibilities under the Protected Disclosures Act 2014 and the Protected Disclosures Amendment Act 2022 and to demonstrate this Organisation's commitment to observing and maintaining the highest standards of honesty, openness and

accountability in all of our practices. Our Protected Disclosures policy is intended to encourage and enable Workers to raise, rather than overlook, genuine concerns or disclose information related to potential wrongdoing as outlined within this policy, within our workplace without fear of penalisation or threat of less favourable treatment, discrimination or disadvantage.

All individuals are encouraged to be familiar with this policy and to feel confident to disclose any genuine concerns internally, at the earliest possible stage.

Any Worker who raises a concern in line with this policy is legally protected from penalisation and / or unfavourable treatment.

### **Scope**

These procedures are in addition to the Reach Deaf Services complaints procedures and other statutory reporting procedures applying to some services e.g. Service users and Boarders. Reach Deaf Services is responsible for making service users aware of the existence of these procedures. These may include:

**The Protection for Person's Reporting Child Abuse Act, 1998** provides immunity from civil liability to any person who reports child abuse 'reasonably and in good faith' to designated officers of health boards or any member of An Garda Síochána. It also provides significant protection for employees who report child abuse covering all forms of discrimination up to, and including, dismissal.

**The Health Act, 2007** makes provision for protected disclosure of information by an employee of a relevant body. See Part 14 Section 103.

This policy has been discussed with the relevant trade unions and has their support.

This policy applies to all Workers within Reach Deaf Services, including Employees, Volunteers, Consultants, Contractors, Trainees, Agency Workers, Interns job applicants, former employees, supporters of the whistleblower and those on work experience.

This policy is not appropriate for dealing with issues of harassment, sexual harassment, bullying or individual grievances which may relate to dissatisfaction with workplace relationships, the work environment or a term or condition of employment. Such matters should be addressed through the appropriate procedures as set out by Reach Deaf Services

In general where a Protected Disclosure is made during an investigation, disciplinary or other process, this should not affect these distinct processes, except where the investigation, disciplinary or other action represents, in essence, a form of penalisation for making a Protected Disclosure.

This policy applies to all Workers within the Organisation, which includes Employees, Volunteers, Consultants, Contractors, Trainees, Agency Workers, Unpaid Interns and those on work experience, shareholders Board Members, and job applicants.

## **Policy**

### **What is a “Protected Disclosure”?**

A Protected Disclosure is the term used when a Worker raises a concern about a relevant wrongdoing such as possible fraud, crime, danger or failure to comply with any legal obligation which came to the Worker’s attention in connection with the Worker’s current employment or past-work related context. ‘Relevant wrongdoings’ are broadly defined in the Act and include the following:

- That an offence has been, is being or is likely to be committed;
- That a person has failed, is failing or is likely to fail to comply with any legal obligation, other than one arising under the individual's contract of employment or other contract whereby the individual undertakes to do or perform personally any work or services;
- That a miscarriage of justice has occurred, is occurring or is likely to occur;
- That the health and safety of any individual has been, is being or is likely to be endangered;
- That the environment has been, is being or is likely to be damaged;
- That an unlawful or otherwise improper use of funds or resources of a public body, or of other public money, has occurred, is occurring or is likely to occur;
- That an act or omission by or on behalf of a public body is oppressive, discriminatory or grossly negligent or constitutes gross mismanagement; or
- That information tending to show any matter falling within any of the points above has been, is being or is likely to be concealed or destroyed.

Any serious concerns that you have about any aspect of service provision or the conduct of employees, officers or members of Reach Deaf Services or others acting on behalf of Reach Deaf Services can be reported under the Whistleblowing Policy. This may be about something that:  
Makes you feel uncomfortable in terms of known standards, your experience or the standards you believe Reach Deaf Services subscribes to

- Is against Reach Deaf Services policies and procedures
- Falls below Reach Deaf Services policies and procedures
- Amounts to improper conduct

It is not regarded to be a relevant wrongdoing where a matter is a function of the Worker or the Workers Employer to detect, investigate, or prosecute and does not consist of or involve an act or omission on the part of the Employer.

### **What is meant by a Reasonable Belief?**

Although a Worker is not expected to prove the truth of the facts in a disclosure, they must have a 'reasonable belief' that there are grounds for their concern when making a disclosure using the internal procedure. A reasonable belief means that the belief is based on reasonable grounds. This does not mean the belief has to be correct. The individual should also not have unlawful and / or unethical objectives in reporting a concern.

If an individual is uncertain as to whether a concern is a Protected Disclosure within the scope of this policy, they should seek guidance from their Manager or the Chairperson of the Board as the Protected Disclosures Officer.

### **Procedure for Raising a Concern**

Workers are not required or entitled to investigate matters themselves to find proof of their suspicion(s) and should not endeavour to do so. Workers should disclose the information that they have based on a reasonable belief that it discloses a wrongdoing.

This procedure enables all Workers to raise any genuine concern(s) relating to Reach Deaf Services in the correct way and at an early stage in the confidence that they will not be penalised or suffer detriment for having done so.

In situations where a Worker makes a disclosure not in compliance with the Act, the protection of the Act does not apply.

### **Raising a Concern Internally**

In the first instance, a Worker is encouraged to raise any concern(s) to their Manager.

However, should the Worker feel that it is not appropriate or feel uncomfortable disclosing such information to their Manager, the Worker should raise any concern(s) to a more Senior Manager or the Protected Disclosure Officer and confirm that a Protected Disclosure is being made in accordance with this policy.

Concerns may be raised verbally or in writing. Should a Worker raise a concern verbally a written record of the conversation will be kept and a copy provided to the Worker.

The disclosure should state:

- That the disclosure is being made under this procedure;
- The discloser's name, position in Reach Deaf Services, place of work, and confidential contact details;
- The name of the person(s), body or otherwise alleged involved;
- A description of the 'relevant wrongdoing';

- Information in respect of the alleged wrongdoing – what is occurring / has occurred, and how including dates/times and locations so as to assist the investigation of the matters raised in the disclosure;
- Whether or not the alleged ‘wrongdoing’ is still ongoing;
- Whether the alleged wrongdoing has already been disclosed, and if so, to whom, when and what action was taken;
- Any other relevant information.

### **Confidentiality**

Reach Deaf Services is committed to taking all reasonable steps to protect the identity of the Worker making a disclosure and to ensure that relevant disclosures are treated in confidence. Workers who are concerned that their identity is not being protected should notify the Protected Disclosures Officer. Such notifications will be assessed and appropriate action taken as necessary. However, there are circumstances, as outlined in the Protected Disclosures Act 2022 determines that limits will apply to the maintenance of confidentiality which may include instances in which:

- Where the disclosure is a necessary and proportionate obligation imposed by Union law or the law of the State in the context of investigations or judicial proceedings, including with a view to safeguarding the rights of defense of the person concerned;
- where the person to whom the disclosure was made or transmitted—shows that they took all reasonable steps to avoid disclosing the identity of the discloser or reasonably believes that disclosing the identity of the discloser or any such information is necessary for the prevention of serious risk to the security of the State, public health, public safety or the environment;
- Where the identity of the discloser or any other information is disclosed to another person in accordance with the above the Discloser shall be notified, in writing, before their identity or the information concerned is disclosed unless such information would jeopardise the related investigations or judicial proceedings.
- The Discloser has made it clear that they have no objection to their identity being disclosed;
- The disclosure recipient shows that they took all reasonable steps to avoid such identity disclosure;
- The Worker has made it clear that they have no objection to their identity being disclosed;

Should such a situation arise, Reach Deaf Services will make every effort to inform the Worker that their identity may be disclosed.

Where action is to be taken following a disclosure, except in exceptional cases, the disclosure recipient, should contact the discloser and where possible, gain the informed consent of the discloser, prior to any action being taken that could identify them. Where it is decided it is necessary to disclose information that may or will disclose the identity of the discloser, the discloser should be informed of this decision, except in exceptional cases. The discloser may request a review of this decision and a review should be carried out where applicable.

All Workers involved in the process must respect the need for confidentiality. A failure to do so may represent a serious disciplinary offence, up to and including dismissal or other action.

Where a Worker seeks advice from a trade union, solicitor or barrister, this discussion is treated as a Protected Disclosure, including at early stages in contemplation of making a disclosure or seeking information on the operation of the legislation.

### **Raising a Concern Anonymously**

A concern(s) may be raised anonymously. However on a practical level it may be difficult to investigate such a concern(s). Reach Deaf Services encourages all Workers to put their names to allegations, with our assurance of confidentiality where possible, in order to facilitate appropriate follow-up. This will make it easier for Reach Deaf Services to assess the disclosure and take appropriate action, including an investigation if necessary.

### **How Reach Deaf Services will deal with a Concern**

In the event of a concern being raised, Reach Deaf Services will confirm receipt of the complaint within 7 days, arrange a meeting with the Worker to discuss the matter on a strictly confidential basis. The meeting will be conducted by an independent member of Management or external assistance may be necessary in some circumstances so as to ensure impartiality, objectivity and fairness. A Worker is permitted to have a representative present (colleague or Trade Union representative).

The Worker will be advised of any supports that may be available at this time.

Reach Deaf Services will clarify at this point if the concern is appropriate to this policy or is a matter more appropriate to our other policies, for example our Grievance or Dignity in the Workplace policies.

Having met with a Worker in regard to concerns raised and clarified that the matter is in fact appropriate to this policy, the concerns raised may be subject to an initial examination by a designated independent member of management or other appropriate person, with a view to determining an appropriate course of action. This may involve simply clarifying certain matters, clearing up misunderstandings or resolving the matter by agreed action without the need for an investigation.

Should this approach be deemed inappropriate or inconclusive or where deemed appropriate, matters raised in the disclosure may:

- Be investigated internally by an appropriate independent member of management or other appropriate person;
- Be referred to an external enforcement agency or regulator;
- Be referred to An Garda Síochána.

Where an internal investigation takes place, this will be governed by the terms of reference which will detail the likely time frame for its completion (an indicative timeframe will be outlined) and the scope of the investigation.

Any Worker making a Protected Disclosure or any Worker against whom a concern has been made is entitled to be accompanied by a representative (colleague or trade union representative). The investigation will be conducted thoroughly, objectively and with sensitivity. Utmost confidentiality will be protected in so far as it is reasonably practicable.

Where possible or appropriate, Reach Deaf Services will keep the Worker who made the disclosure informed of actions/outcomes of the investigation within 3 months of receiving the complaint.

Where requested by the Discloser, the Organisation will provide further feedback at 3-month intervals thereafter. Such information should be treated as confidential. Sometimes the need for confidentiality may prevent Reach Deaf Services however from giving specific details of any steps, including the outcome of any investigation or sanctions taken as a result.

### **Internal Investigation Outcomes**

Every reported issue will be taken seriously. Appropriate action will be taken based on the outcome of any actions or investigation undertaken.

Measures will be taken against a Worker where an investigation finds sufficient evidence to conclude that the concern(s) raised by the discloser was justified. This may include formal disciplinary action, or other appropriate sanction or intervention deemed necessary to prevent a recurrence of the 'relevant wrongdoing'. Prior to any disciplinary action being taken, a fair disciplinary hearing will be held in line with Reach Deaf Services disciplinary procedure.

Where an investigation is inconclusive or the concern is not upheld, there will be no negative inference against any party to the concern raised. All parties to the disclosure(s) will be expected to continue working as normal, and to conduct themselves in an appropriate manner at work.

A Worker is not expected to prove the truth of any concern raised. However, the Worker must have a reasonable belief that there are grounds for their concern. A deliberate false disclosure will not be protected and could leave him / her open to disciplinary action or other appropriate action in that regard. Prior to any disciplinary action being taken, a fair disciplinary hearing will be held in line with Reach Deaf Services disciplinary procedure.

### **Safeguards and Protection**

Any penalisation of a Worker who makes a Protected Disclosure is in breach of the Act and will not be tolerated by Reach Deaf Services. Reach Deaf Services disciplinary procedure or other appropriate action will be invoked against any Worker who engages in penalisation or threatened penalisation of a Worker in line with this policy.

No Worker engaging in the procedures outlined here will be penalised or subject to unfavourable treatment for their role in the process, whether they are making a Protected Disclosure, supporting a disclosure, giving evidence in proceedings or giving notice of any intention to do any of the foregoing. Penalisation means any act or omission that affects a Worker to the individual's detriment and may include suspension, lay-off, dismissal, demotion, loss of opportunity for promotion, transfer of duties, change of location of place of work, reduction in wages, change in working hours, the imposition or administering of any discipline, reprimand or other penalty (including a financial penalty), unfair treatment, coercion, intimidation, harassment, discrimination, disadvantage, unfair treatment, injury, damage, loss or threat of reprisal.

Each Worker is also responsible for not causing detriment to another person because the other person or a third person has made a protected disclosure. A detriment in this context includes coercion, intimidation, harassment, discrimination, disadvantage, adverse treatment in relation to employment (or prospective employment), injury, damage, loss or threat of reprisal. This list is non-exhaustive.

Any such conduct may, depending on the seriousness of the issue, be deemed gross misconduct by Reach Deaf Services and may result in summary dismissal or other appropriate action.

A Worker who believes that they have suffered any such treatment should inform their Manager, Senior Manager or the Protected Disclosures Officer immediately. If the matter is not remedied a Worker should raise it formally using Reach Deaf Services Grievance Procedure.

## **Other Channels – Raising Concerns Outside of the Workplace**

### **Raising Concerns Externally**

The aim of this policy is to provide an internal avenue within the workplace in which a concern(s) or in regard to a 'relevant wrongdoing' can be raised. Reach Deaf Services is confident that such concerns can be dealt with internally in an appropriate and timely manner and strongly encourages all Workers to report such concerns internally.

However, it is recognised that in some limited circumstances it may not always be appropriate to report any genuine concerns internally and that it may be necessary to raise a concern(s) externally. The Protected Disclosures Act 2014 provides for a number of avenues in this regard. Please see section 'Disclosure outside of the Employer' for this detail.

It is important to note however, that the evidential criteria for making an external disclosure is set at a higher level than that applying to raising a concern(s) internally. While a Worker need only have a reasonable belief as to wrongdoing to make a disclosure internally, if a Worker is considering an external disclosure, different and potentially more onerous obligations apply, depending on to whom the disclosure is made.



## **Responsibilities**

Overall responsibilities for Procedures should rest with the Reach Deaf Services Board.

Management will endeavour to ensure that this policy is communicated to all Workers and will ensure that the policy is reviewed periodically and maintained and updated in line with legislative changes and any amendments to the relevant Code of Practice. Where required, measures will be taken to ensure the accessibility of policies and procedures for all Workers.

All Workers are expected to comply with this policy and to raise issues of concern through the procedures outlined in the policy.

Protected Disclosures Officer is the CEO of Reach Deaf Services.

## **Disclosure outside of the Employer**

Workers are encouraged, enabled and supported to raise disclosures internally in the first instance. The Organisation is confident that such concerns can be dealt with internally in an appropriate and timely manner and strongly encourages all Workers to report such concerns internally.

The Protected Disclosures Act allows a Worker to make a Protected Disclosure to persons other than their Employer in certain circumstances. Different requirements need to be met in different cases, as set out below.

### **1. Other Responsible Person**

Where the Worker reasonably believes that the ‘relevant wrongdoing’ relates solely or mainly to the conduct of a person other than the Worker’s Employer, or to something for which that other person has legal responsibility, then the Worker can make the disclosure to that other person.

### **2. A Prescribed Person**

Certain external persons are prescribed by Statutory Instrument 339 of 2014 (“SI 339”) to receive Protected Disclosures (“prescribed persons”). This includes the heads or senior officials of a range of statutory bodies or relevant regulator. A list of prescribed persons can be found at [www.gov.ie/prescribed-persons](http://www.gov.ie/prescribed-persons)

This includes the heads or senior officials of a range of statutory bodies.

A Protected Disclosure is made in the manner specified in this section if the Worker:

- (a) makes the disclosure to a person prescribed in the link provided above and,
- (b) reasonably believes that:
  - (i) that the relevant wrongdoing falls within the description of matters in respect of which the person is prescribed in the link provided for;
  - (ii) that the information disclosed, and any allegation contained in it, are substantially true.

### **3. The Protected Disclosure Commissioner**

A worker may also make a disclosure to the Protected Disclosures Commissioner, who will refer the report usually to a suitable regulator, for acknowledgement, follow-up and feedback.

### **4. A Minister of the Government**

A disclosure is made in the manner specified in this section if the Worker is or was employed in a public body, and;

- a) the worker has previously made a report of substantially the same information but no feedback has been provided to the worker in response to the report within the specified period or, where feedback has been provided, the worker reasonably believes that there has been no follow up or that there has been inadequate follow up;
- b) the worker reasonably believes the head of the public body concerned is complicit in the relevant wrongdoing concerned;
- c) the worker reasonably believes that the relevant wrongdoing concerned may constitute an imminent or manifest danger to the public interest.

### **5. A Legal Advisor**

A disclosure is made in the manner specified in this section if it is made by the Worker in the course of obtaining legal advice (including advice relating to the operation of this Act) from a barrister, solicitor, trade union official or official of an excepted body (within the meaning of Section 6 of the Trade Union Act 1941).

### **6. Alternative External Disclosure (in very limited circumstances)**

It is preferable in most circumstances for a Worker to disclose to their Employer, and, if that is not appropriate, to use one of the options at (1.) to (4.) above. It will rarely be appropriate to make alternative external disclosures where the disclosure could be dealt with through one of the other disclosure options above. There are stringent requirements for alternative external disclosures to qualify as Protected Disclosures under the Act.

The protections will only be available if the following conditions are met:

- The Worker must reasonably believe that the information disclosed, and any allegation contained in it, are substantially true,
- The disclosure is not made for personal gain,
- At least one of the following conditions at (i) to (iv) are met:

- i. At the time the Worker makes the disclosure, the Worker reasonably believes that they will be subjected to penalisation by the Workers Employer if they make the disclosure to the Employer, other Responsible Person, a Prescribed Person, or a Minister; or
- ii. In a case where no relevant Prescribed Person is prescribed in relation to the relevant wrongdoing, the Worker reasonably believes that it is likely that evidence relating to the relevant wrongdoing will be concealed or destroyed if the Worker makes the disclosure to the Employer, or responsible person; or
- iii. The Worker has previously made a disclosure of substantially the same information to their Employer or other Responsible Person or a Prescribed Person or a Minister; or
- iv. That the relevant wrongdoing is of an exceptionally serious nature;

AND

- In all the circumstances of the case, it is reasonable for the Worker to make the disclosure.

In determining whether it is reasonable for the Worker to make the disclosure regard shall be had, in particular, to:

- a) the identity of the person to whom the disclosure is made,
- b) the seriousness of the relevant wrongdoing,
- c) whether the relevant wrongdoing is continuing or is likely to occur in the future,
- d) whether any action had been taken in cases where a previous disclosure was made and whether the Worker complied with any procedures in place when making that previous disclosure.

## **20 CCTV**

### **20.1 Introduction**

Closed Circuit Television Systems (CCTV) are installed on the premises under the control of Reach Deaf Services (hereinafter 'The Company') to provide for the protection, safety & security of Service users, boarders, service users, employees and contractors of The Company and of all visitors to The Company's property. The images may then be recorded on video tape or DVD or other digital recording mechanism. The Company is a data controller with reference to the personal data, which it manages, processes and stores. The purpose of this document is to provide a concise policy regarding the CCTV Policy of The Company. Employees/Clients of The Company should refer to the guidance provided by the Data Protection Commission ([www.dataprotection.ie](http://www.dataprotection.ie)) as well as seeking

professional advice regarding best practice in this area. In addition, the Company may employ Data Processors on its behalf, in situations where it contracts out for such services. Reach Deaf Services expect all Data Processors to be bound relevant data protection legislation and will ensure that appropriate agreements are in place.

Personal Data is defined under Article 4 of the EU General Data Protection Regulation ('GDPR') as

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

Data is information in any format that can be processed. It includes automated or electronic data (any information on computer or information recorded with the intention of putting it on computer) and manual data (information that is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system). For these purposes, The Company may be considered as a Data Controller i.e. an organisation which (either alone or with others) controls the content and use of Personal Data. The Company's CCTV system is password protected and can be accessed by the Head of Care, Care Manager, Data Protection Officer (DPO), Property & Facilities Manager in the event of a breakdown, or should servicing of equipment be required, a service engineer may also have access to the system. In the event of the PIC/Care Manager not being available to carry out required checks, a person participating in management will be given permission to access CCTV footage.

## **20.2 Purpose of the policy**

This policy relates directly to the location and use of CCTV and the monitoring, recording and subsequent use of such recorded material. The policy applies equally to personal data obtained by The Company via CCTV, which is subsequently held in manual and automated form.

CCTV systems are installed (both internally and externally) on The Company's premises ('the Premises') for the purpose of enhancing the security of the Premises and its associated equipment, as well as creating a mindfulness among the occupants of the Premises that a surveillance security system is in operation within and/or in the external environs of the Premises both during and after normal business hours each day.

CCTV surveillance at The Company's Premises is intended for the purposes (The Purpose) of:

- Protecting The Company buildings and assets, both during and after normal business hours, the Premises' perimeter, entrances and exits, lobbies and corridors, special storage areas;
- Promoting and protecting the health and safety of employees, boarders, people who live in Reach Deaf Services and visitors at the Premises;
- Reducing the incidence of crime and anti-social behaviour (including theft and vandalism);
- Supporting the Gardaí in a bid to deter and detect crime.
- Providing assistance in criminal investigations (carried out by An Garda Síochána), including robbery, burglary and theft surveillance;
- Monitoring of access control systems: Monitor and record restricted access areas at entrances to the Premises and other areas;
- Verification of security alarms: Intrusion alarms, exit door controls, external alarms;
- Managing any health and safety risks and/or accidents in accordance with The Company's health and safety obligations and relevant insurance policies.
- Accurate logging and recording of any incidents that may give rise to health and safety issues, child safety issues or concerns in relation to inappropriate behaviour.

### **Scope**

This policy relates directly to the location, use and purpose of CCTV at the Premises and the monitoring, recording and subsequent use of Recorded Data recorded by the CCTV. Where work activities are carried out in premises other than the Premises and which are rented by The Company for that purpose ('Rented Premises'), The Company will, insofar as is within The Company's power to do so, ensure that CCTV systems, where installed at such Rented Premises, are operated only in a way that is compatible with the provisions of this policy.

### **20.3 General Principles**

The Company has a statutory responsibility to protect its property, equipment and other plant as well as to provide a sense of security to Service users, boarders, employees, contractors and visitors to its Premises. The Company has a duty of care to such employees, contractors and visitors to its Premises under the provisions of the Safety, Health and Welfare at Work Act 2005 and associated legislation and utilises the CCTV systems and their associated monitoring and recording equipment as an added mode of security and surveillance to assist The Company to meet such duties. The Company's use of the CCTV system is conducted by The Company in a professional, ethical and legal manner and utilised for the Purpose only. Any deviation from this policy and the use of CCTV for other purposes is prohibited by this policy e.g. CCTV will not be used by The Company for monitoring employee performance. Furthermore, the Company acknowledges that the inappropriate use of

CCTV can be especially intrusive on conversations between signed language users, in the same way that audio recording can be for spoken languages and as a result will limit the observation of such communication to instances specifically associated with an incident under investigation in line with the Purpose as outlined above and in Section 5 which outlines the justification by the Company for the use of CCTV. Recorded Data obtained by The Company through the CCTV system may only be released by The Company to any third party when such release is authorised by the Head of Care, the Care Manager, or the Property and Facilities Manager with approval from the CEO or the Data Protection Officer (DPO), and in their absence, the HR & Governance Manager. Any requests received by The Company from third parties including from An Garda Síochána for Recorded Data, recorded using The Company's CCTV system, will be appropriately logged by The Company and legal advice as to The Company's obligations to comply with such request and related matters may, at the discretion of the CEO be sought if any such request is made (See "Access" below). CCTV monitoring by The Company of public areas within or adjacent to the Premises for security purposes will be conducted by The Company in a manner consistent with all relevant policies adopted by The Company and in force at that time.

#### **20.4 Justification for use of CCTV**

Article 5 (b) of the GDPR states that Personal Data shall be *"collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes"*.

The Company must be able to justify, the obtaining and use of Personal Data by means of CCTV. The use by The Company of CCTV to monitor the Premises for the Purpose has been deemed to be justified by The Company management. The CCTV system is intended to capture images of intruders or of individuals damaging property or removing goods without authorisation and for security and health and safety purposes (Risk assessment attached) and to accurately log and record any incidents that may give rise to health and safety issues, vulnerable adults and child safety issues or concerns in relation to inappropriate behaviour.

#### **20.5 Location of cameras**

Article 5 (a) of the GDPR states that Personal Data shall be *"processed lawfully, fairly and in a transparent manner in relation to the data subject"*.

The location of the CCTV cameras at the Premises is a key consideration for The Company when operating CCTV. The Company does not seek to locate CCTV cameras to monitor areas of the Premises where individuals would have a reasonable expectation of privacy. The Company has

endeavoured to select locations for the installation of CCTV cameras, which minimise such intrusion so as to protect the privacy of individuals at the Premises as far as is reasonable. Cameras placed by The Company so as to record external areas of the Premises are, so far as is reasonably possible, positioned to prevent or minimise recording of passers-by or of another person's private property.

Cameras are located in the following areas:

**Reach Deaf Services:**

**St Joseph's Boarding Campus:**

- Hallways
- Outside main doors
- At main gate

**St Mary's Boarding Campus:**

- Hallways
- The exterior of the Residence

Cameras have been installed in such a manner as not to overlook private areas inside or outside all Reach Deaf Services, St Mary's and St Joseph's Boarding Campus boundaries.

**Covert surveillance**

The Company does not engage in covert surveillance. Where An Garda Síochána requests The Company to carry out covert surveillance on any of The Company Premises, such covert surveillance must be requested by An Garda Síochána in writing and approved in advance by the CEO. The Company may seek legal advice in relation to any such request(s) and act accordingly.

**20.6 Notification – Signage**

A copy of this CCTV Policy will be made available on request to The Company by employees, Boarders, Service users, contractors and visitors to the Premises in accordance with their rights as data subjects under the legislation. This policy describes the purpose and location of CCTV monitoring and provides a contact number for those wishing to discuss The Company's use of CCTV monitoring and guidelines for its use with The Company.

Adequate signage will be placed at each location at the Premises in which a CCTV camera(s) is sited to indicate that CCTV is in operation. Adequate signage will also be prominently displayed at the entrance to the Premises. Signage shall include the name and contact details of the Data Controller of all Recorded Data, and state the specific purpose(s) for which the CCTV camera is in place in each location at the Premises.

Appropriate locations for signage will include:

- At entrances to the Premises i.e. external doors;
- Reception area in the Premises;
- At or close to each internal camera.

**20.7 Storage & Retention**



Article 5 (e) of the GDPR states that Personal Data shall be *“kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed”*.

All Recorded Data captured by The Company CCTV system, will be retained by The Company for a maximum of one calendar month, except where The Company reasonably believes that an image (or images) of such Recorded Data identifies an issue or potential issue and is retained by The Company specifically in the context of an investigation/prosecution of that issue or potential issue.

Article 5 (f) of the GDPR states that Personal Data shall be *“processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures”*.

All Recorded Data will be stored by The Company in a secure environment and The Company will maintain an access log recording all individuals accessing such Recorded Data. Access to Recorded Data will be restricted by The Company to personnel authorised by The Company to access such Recorded Data (‘Authorised Personnel’). Supervising the access and maintenance by The Company of CCTV is the responsibility of the each Service Manager. The Service Managers may delegate the administration of CCTV to another manager within the service. In certain circumstances, the Recorded Data may also be viewed by other individuals other than the Authorised Personnel for the Purpose, including the Gardaí, the Chief Executive Officer of The Company, and other Heads of Departments of The Company, The Company’s insurance providers (‘Additional Authorised Individuals’). When Recorded Data is being viewed, The Company will use its reasonable endeavours to limit access to such Additional Authorised Individuals, which The Company reasonably believes need access to such Recorded Data in accordance with the Purpose.

## **20.8 Access**

The Company shall ensure that USB keys/DVDs/hard drives storing the Recorded Data and the monitoring equipment comprising the CCTV system and the system for storing such Recorded Data will be securely stored in a restricted area (the ‘Secure Area’). The Company shall endeavour to prevent unauthorised access to the secure area at any time. The Secure Area will be locked when not occupied by the Authorised Personnel. The Company will maintain an access log recording appropriate details in relation to each access to the Secure Area and viewing of the Recorded Data whether by the Authorised Personnel or any Additional Authorised Individuals.

The Company shall restrict access to the CCTV system and Recorded Data to Authorised Personnel. Where The Company deems it necessary, CCTV footage and Recorded Data may be accessed by Additional Authorised Individuals as follows:

- By An Garda Síochána where The Company are required by law to make a report regarding the commission of a suspected crime; or
- Following a request by An Garda Síochána when a crime or suspected crime has taken place and/or when it is suspected that illegal/anti-social behaviour is taking place on or around the Premises or other Company property; or
- By individuals (or their legal representatives) subject to a court order being made obliging The Company to allow access; or
- By The Company's insurers where the insurers require same in order to pursue a claim for damage done to the Premises or in respect of any health and safety issue occurring or alleged to have occurred at the Premises.

#### **20.8.1 Requests by An Garda Síochána:**

Information to include Recorded Data obtained by The Company through CCTV will only be released by The Company to An Garda Síochána when authorised by the CEO. If a law enforcement authority, such as An Garda Síochána, is seeking Recorded Data for a specific investigation, The Company will seek that any such request is made in writing stating that An Garda Síochána is investigating a criminal matter. The Company may again, at its discretion, seek legal advice on any such requests made by An Garda Síochána. The Data Protection Commission's guidance on the use of CCTV makes a distinction between a request by An Garda Síochána to view Recorded Data on the Premises and a request to take away or download a copy of the Recorded Data. The Company will always seek confirmation in writing from An Garda Síochána in respect of a request to take away or download Recorded Data and seek that the written request is on An Garda Síochána headed paper and sets out the details of the Recorded Data required and the legal basis for such a request. In urgent matters, verbal requests from An Garda Síochána to view or access Recorded Data can be dealt with, The Company can then follow up by seeking a written request from An Garda Síochána.

#### **20.8.2 Access requests:**

Upon written request, any individual who is the subject of Personal Data (Data Subject) and whose image has been recorded in the Recorded Data has a right to be given a copy of the Recorded Data which relates to him/her, retained at that time by The Company provided always that such Recorded Data exists at the time of the relevant request, i.e., has not been deleted or that an exemption/prohibition does not apply to the release of such Recorded Data. Where the relevant

Recorded Data identifies another individual, that Recorded Data may only be released by The Company to the Data Subject where the relevant image(s) in the relevant Recorded Data can reasonably be redacted/anonymised/pixelated, so that any other person(s) are not identified or identifiable or where the other person(s) have provided their/their explicit consent to the release of the Recorded Data to the Data Subject. To exercise their right of access to Recorded Data relating to a Data Subject, that Data Subject must make an application in writing to the DPO (a 'Request'). A Data Subject delivering a Request to The Company should provide all information with their Request which The Company deems necessary in order to assist The Company in locating the requested Recorded Data: date, time and location of the relevant Recorded Data. If the relevant image(s) comprising the Recorded Data is of such poor quality as not to clearly identify an individual, that image may be deemed by The Company to not be Personal Data and The Company may inform the relevant Data Subject who has made the relevant Request of that finding and may decline to hand over the relevant Recorded Data on that basis.

The DPO will inform the CEO of such access requests upon receipt. In compliance with its obligations under the relevant legislation, The Company must respond within one month of receipt of each such a Request. The CCTV system currently holds up to a rolling 30 days of footage. Where a Request is received that relates to CCTV footage, The Company will place a hold on the deletion of this footage to fulfil the Request.

In the event, that a Data Subject makes a request of any an employee, the DPO immediately must be notified immediately, and contact information for the Data Subject should be obtained and communicated to the DPO. Failure to make such a notification places the Company at risk and may result in disciplinary action.

In circumstances where Recorded Data that is the subject of a Request, cannot be copied to another device, or in other exceptional circumstances, The Company will endeavour to provide stills of the relevant Recorded Data as alternative to video footage to the Data Subject.

## **20.9 Responsibilities**

The Company through the Management Team will:

- Ensure that The Company's use of its CCTV systems is implemented in accordance with the policy set down by The Company (as in force from time to time);
- Oversee and co-ordinate the use by The Company of CCTV monitoring for the Purpose at and within the Premises;

- Ensure that all The Company's existing CCTV monitoring systems will be evaluated for compliance with this policy;
- Ensure that The Company's use of CCTV monitoring at the Premises is consistent with guidance from the Data Protection Commission and complies with The Company's legal obligations;
- Review camera locations at the Premises and be responsible for the release of any Recorded Data created and stored in compliance with this policy.
- Maintain an access log recording access to the Secure Area and to the Recorded Data and of the release of Recorded Data and the medium upon which Recorded Data is stored;
- Ensure that disks containing Recorded Data are not duplicated for release otherwise than in compliance with this policy;
- Ensure that the perimeter of view from fixed location CCTV cameras installed and operated by The Company conforms to this policy both internally and externally;
- Approve the location of temporary cameras to be used by The Company during special events that have particular security requirements and ensure their withdrawal following such events.  
NOTE: Temporary cameras do not include mobile video equipment or hidden surveillance cameras used for authorised criminal investigations by An Garda Síochána;
- Give consideration to employees, contractor, , boarder and visitor feedback/complaints regarding possible invasion of privacy or confidentiality due to the location of a particular CCTV camera or associated equipment at the Premises;
- Co-operate with the HR & Governance Manager of The Company in reporting to any relevant persons on the CCTV system in operation in The Company;
- Ensure that adequate signage is maintained at appropriate and prominent locations in compliance with this policy;
- Ensure that external cameras forming part of the CCTV system are non-intrusive in terms of their positions and views of neighbouring residential housing and comply with an individual's reasonable expectation of privacy;
- Ensure that Recorded Data stored on USB keys/ DVDs/ digital recordings are stored for a period not longer than one calendar month and are then erased, unless required as part of a criminal

investigation or court proceedings (criminal or civil) or other bona fide use as approved by the CEO, DPO, or in their absence, the HR & Governance Manager;

- Ensure that cameras controlled by The Company are used solely to monitor suspicious behaviour, criminal damage etc. in accordance with the Purpose and not to monitor individual characteristics;
- Ensure that camera control by The Company is not infringing an individual's reasonable expectation of privacy in public areas; and
- Ensure that where An Garda Síochána request to set up mobile video equipment for criminal investigations, appropriate legal advice is, where deemed necessary, obtained and such activities have the approval of the Chief Executive Officer prior to set-up.

### **20.10 Implementation & Review**

The policy will be reviewed and evaluated at least annually by the CEO and DPO. Ongoing review and evaluation will take cognisance of changing legislation, information or guidelines (e.g. from the Data Protection Commission, An Garda Síochána).

## **21 Adverse Weather Policy**

### **Introduction**

The purpose of this policy is to formulate a formal written guidelines with respect to severe weather. The policy aims to define and clarify the procedure to be followed in the event of adverse weather.

### **Scope**

This policy applies to all those employed by Reach Deaf Services in the areas listed below, whether full-time, part-time, fixed term, specified purpose, temporary or permanent. This list is by no means exhaustive.

Each manager within the organisation has a responsibility for ensuring implementation of the policy in their respective areas.

### **Areas:**

- Finance
- Operations
- St Josephs & St Marys Boarding Campus
- Community Service

- Facilities
- Human Resources
- Administration
- Contractors
- Volunteers

### **21.1 Policy**

Reach Deaf Services understands that in times of adverse weather or similar circumstances, employees may be left in a position where they are unable to attend work due to transport difficulties. It is the organisation's policy to remain open during times of adverse weather or similar circumstances and employees are expected to make every reasonable effort to arrive to work. In the event of being unable to attend work due to circumstances outside of a person's control, this policy will apply.

In order to be included in the scope of this policy, the person must be unable to attend for work due to transport difficulties outside of their control where they have been left with no feasible mode of transport to attend work.

### **21.2 Procedure**

Where a person is not able to attend to work due to circumstances of adverse weather, they must notify their direct Line Manager as soon as possible, ideally before or at the scheduled start time but no later than a half an hour after the start time, to advise of their absence from work, reason and expected duration.

The Line Manager must be contacted and directly spoken to on the phone or via video call. Voice messages, emails or text messages are not acceptable, nor is leaving a message with another member of employees.

In the case where a person fails to both attend for work and subsequently fails to notify their Line Manager that they are unable to attend for work in the appropriate manner as mentioned above, this will be dealt with under the attendance policy as unauthorised absence and payment for the day(s) will be deducted from salary.

Failure to cooperate with the organisation's rules regarding reporting of absence will result in the disciplinary procedure being applied.

Where weather conditions show signs of worsening, management will use publicly available reports on road conditions and public transport before deciding if affected persons are authorised to leave early.

In relation to St Mary's and St Joseph's Boarding Campus, it should be noted that closure of the service does not coincide with boarders being sent home or a decision of the Holy Family School to close.

If a person is not able to travel for work because of adverse weather e.g. snow days, the following situations will apply;

- Take annual leave
- TOIL (Time off in Lieu)– if using TOIL the person will be required to work the time back up at a later date prescribed by the organisation
- Unpaid leave
- Offering change of hours to facilitate changes required to avail/arrange alternative travel arrangements (as appropriate to the emergency)

These must be agreed on an individual basis with the Line Manager. Alternative transport may be organised by Reach Deaf Services to assist employees in attending work. The above does not apply in extreme situations where a warning has been issued to the public not to travel.

Where a person agrees to take on extra shifts to cover for employees who cannot attend work, they will be paid at their normal hourly rate and given time in lieu in addition to normal pay for a shift worked

Where a person has the capacity to carry out their work from home for the duration of the disruption, this should be agreed with their Line Manager. This will not be feasible for a number of roles where employees presence is required.

Employees who are on leave (maternity, annual, sickness, not rostered to work the day, etc) will not be entitled to time off in lieu in the event that the organisation closes.

Should a person be on annual leave when a weather related event occurs and is unable to return to work due to travel restrictions, the Line Manager may use a pragmatic approach and allow the person to extend their annual leave or authorise unpaid leave during this time.

In the case of schools or crèches closing, an emergency leave situation may result for some employees. This may fall under the legal definition of *force majeure* leave for the first day of the weather event. After the first day where the person is unable to make alternative arrangements - annual leave, TOIL, making up the hours or unpaid leave could be considered on a case by case basis.

In extreme situations, where the organisation opts to close a service in the interests of safety, employees will not be required to take annual leave, TOIL etc.

However, if the closure/restricted operating times is likely to be protracted or in excess of a day then the organisation may call upon its contractual right to implement the contractual and statutory right to place employees on Lay Off/Short time working. If any of these options are required consultation and negotiation will occur with the relevant union as to what and how this may occur.

A maximum will be placed on the amount of working hours to be returned in a year. The maximum hours will constitute 15 hours.

## **22 Reach Deaf Services Travel and Expenses Policy**

### **Introduction**

The Reach Deaf Services Travel and Expenses policy applies to all Reach Deaf Services employees travelling on Reach Deaf Services business, regardless of the funding source. Members of employees engaged in authorised off site business will be paid travel and subsistence expenses necessarily incurred under the terms set out below.

#### **22.1 Travel Guidelines**

All travel should be via the shortest routes and by the cheapest practicable mode of conveyance, including public transport, and should be planned to reduce the total amount of travelling to the minimum, consistent with efficiency.

#### **22.2 Domestic Travel**

**Public Transport:** When travelling on behalf of Reach Deaf Services all employees should choose the most economical means of travel. Public Transport must be used where feasible.

**Private Car:** If no suitable public transport is available, or the time sacrificed to avail of public transport is too high, the use of your private car is allowed. Travel allowances will be paid under the following eligibility criteria:

- All travel will be calculated on the number of kilometres from normal location of work to the destination (return).
- Travelling expenses will not be paid in respect of any portion of a journey between an employee's home and normal place of work (and vice versa).
- Where an employee proceeds on a business journey directly from home to a temporary place of work or returns home directly, the business mileage should be calculated by reference to the lesser of:
  - a. The distance between home and the temporary place of work; or
  - b. The distance between the normal place of work and the temporary place of work.



- Travel allowances will be paid at the appropriate public sector rate per kilometre for the engine size / cc of your car (see tables below)
- No additional allowance is payable for passengers
- It is the responsibility of each an employee who anticipates the need to use their vehicle on Reach Deaf Services business to ensure that his motor insurance cover is adequate to cover this class of driving as distinct from ordinary personal private use, a copy of which should be provided to the HR Department.
- Persons travelling on the business of Reach Deaf Services who choose, for their own convenience, to use their own motor vehicles instead of public transport may do so on the understanding that they may only claim public transport rates for that journey. This pertains to journeys with public transport availability.
- If two or more employees are attending the same meeting/conference etc., where feasible, they should travel together. The mileage and subsistence allowances are as follows;

### 22.2.1 Mileage allowance

*Motor travel rates (from 1 September 2022)*

Distance band	Engine capacity up to 1200cc	Engine capacity 1201cc - 1500cc	Engine capacity 1501cc and over
Up to 1,500 km (Band 1)	41.80cent	43.40 cent	51.82 cent
1,501 - 5,500 km (Band 2)	72.64cent	79.18cent	90.63cent
5,501 - 25,000 km (Band 3)	31.78cent	31.79cent	39.22cent
25,001 km and over (Band 4)	20.56 cent	23.85 cent	25.87 cent

Mileage claims made in respect of journeys carried out in electric vehicles should use the rates applicable to engine capacity 1201cc-1500cc.

The kilometres accumulated by an employee between 1 January 2022 and 31 August 2022 will not be altered by the introduction of these new rates. Actual kilometres driven to date will, however, count towards total kilometres for the year.

### Motorcycles (rate per kilometre)

*Motorcycle rates (from 5 March 2009)*

Distance	Engine capacity up to 150cc	Engine capacity 151cc - 250 cc	Engine capacity 251 cc - 600 cc	Engine capacity 601cc and over
Up to 6,437 km	14.48 cent	20.10 cent	23.72 cent	28.59 cent
6,438 km and over	9.37 cent	13.31 cent	15.29 cent	17.60 cent

### Bicycles (rate per kilometre)

*Bicycle rates (from 1 February 2007)*

Rate per km 8 cent

### 22.3 Subsistence allowance

The subsistence allowance rates depends upon the number of working hours incurred by the employee on a site other than the contracted place of employment these are as follows;

Overnight Allowances			Day Allowances	
Normal Rate	Reduced Rate	Detention Rate	10 hours or more	5 hours but less than 10 hours
€167.00	€150.30	€83.50	€39.08	€16.29

#### 22.3.1 Domestic Subsistence

Reach Deaf Services operates what is termed a “FLAT RATE ALLOWANCE SCHEME”. This is a scheme approved by the Revenue Commissioners and uses the prevailing civil service rates.

- A subsistence allowance is only payable where the absence is in a place or places that individually are 8 kilometres or more from their normal place of work or their home.
- If you are required to overnight, choose an “overnight base” that minimises, as far as practicable, the distances required to travel during the time you are away from normal location of work/home.
- An overnight allowance can only be claimed when you are 100km or more away from your home or normal location of work.

#### 22.3.2 Categories of Subsistence & Rates:

- a) **Overnight allowance** – Applicable to absences away from home overnight at a place in excess of 100 km from normal place of work. Where an overnight allowance is claimed, no additional subsistence allowance may be claimed until the last period of 24 hours is exceeded by 5 hours.
- b) **Day allowance** - A day allowance applies to a continuous absence from “base” of 5 hours or more, and there are two such allowances: a period of “5 hours up to 10 hours”, and “10 hours or more”. It is not payable for absences within 8 km of base or home.

<b>Overnight Allowance</b>	<b>Day Allowance</b>	<b>Day Allowance</b>
<i>Overnight</i>	<i>10 Hours or More</i>	<i>5 Hours but Less than 10 Hours</i>
€ 167.00	€ 39.08	€ 16.29
More than 100km away	More than 8 km away	More than 8 km away

Note: Revenue leaflet IT54 “Employees Subsistence Expenses” - para. Business Journeys (b)

*“Where subsistence expenses are reimbursed by employers to employees on the basis of actual costs incurred, then the amount so reimbursed will generally not exceed the amount which should be payable in respect of the allowable business trips under the prevailing schedule of Civil Service Rates.”*

Note: Where a hotel cannot be sourced at a reasonable rate and in line with the above rates, employees are advised to contact the Finance Department to enquire of a List of Approved Hotels. In this situation, the hotel is to invoice Reach Deaf Services directly. Employees are encouraged however to check online hotel rates which are often better value than telephone quoted or corporate rates.

## **22.4 Foreign Travel**

Expenditure on foreign travel and subsistence (whether recouped by a third party or not) should be strictly appraised and monitored. It is the duty of approvers to ensure that only essential travel is undertaken and that the number of employees travelling on official business is kept to a minimum consistent with the business needs of Reach Deaf Services.

- Approvers should ensure as a general principle that the best value for money is obtained, in respect of each official trip undertaken, consistent with the requirements of official business.
- Approvers must be prepared to use the services of all carriers operating out of Ireland

## 22.5 Class of Air Travel

The following principles should apply in relation to the class used:

- a. It is expected that employees will use economy class travel including internet (low-cost carriers') fares for short-haul flights.
- b. Cheaper restricted fares should be used where the travel abroad is regular and predictable and changes to travel are unlikely to occur. Approvers will be responsible for any additional charges which may be incurred by an internet/economy class ticket holder as a result of having to change flight times etc. for official business reasons, but the value should be assessed against the (usually low) risk of having to change the flight.
- c. There are a range of fully flexible economy fares, but these should be used only where it can be shown that the flexibility provided and the extra cost of the ticket are warranted compared to the potential cancellation cost of a restricted internet/economy ticket.
- d. Premium economy class travel may be used (where available) for long-haul flights where the additional flexibility afforded is considered necessary for the effective discharge of official business.

The subsistence allowance rate appropriate to any period of twenty-four hours is the overnight rate appropriate to the place where the night is spent or in the rare case where the person is travelling overland at night, the 'elsewhere' rate for the country in which the person is at midnight.

Personnel are not entitled to claim subsistence where the cost was not incurred or where the accommodation and/or meals are provided, free of charge.

The time occupied on a journey by air (or other mode of transport) for which the fare covers the cost of meals and an accommodation cost is not incurred will not reckon for the purposes of the payment of subsistence allowance.

Where the conference rate normally applies (or where an overnight limit is not specified) personnel should ensure that the standard of hotel used is not extravagant, unless the person is required to stay in a particular hotel for business reasons. In general, three or four star hotels should be used.

## 22.6 Out of Pocket Expenses

Claims for "out-of-pocket" expenses (e.g. parking fees, taxis, buses etc.) should be accompanied by the appropriate receipts; otherwise reimbursement of such expenses will not be made. In the case of payments made by credit/debit card, the statement/receipt from the credit card company is not sufficient when claiming reimbursement. The actual original (not copy) vendor invoice/Receipt is required.

For support workers in the community the current travel and expenses policy will apply. However, we recognise that there will be exceptional circumstances that will occur that is outside of the scope of this

policy. In these circumstances, an exception may be made but approval MUST be sought by a team leader before these expenses are incurred.

Where the Impress System is in use each expense claim must bring the cash-in-hand back to the original float issued to the employee.

Employees require prior approval for a Leap card to be purchased through expenses and a clear record of all journeys must be attached to following each claim where the card is being replaced.

### **22.7 Hospitality**

Expenditure claims on hospitality will not arise regularly. However, it is accepted that there will be occasions when modest hospitality costs are required such as instances of providing meals for Visitors. Such expenditure should be proportional to the occasion.

Entertainment of visitors to Reach Deaf Services should only take place where there is a perceived benefit to the Reach Deaf Services from the visit.

Where entertaining and hospitality takes place the number of employees attending from Reach Deaf Services should be kept to an appropriate minimum.

Employees are expected wherever possible to use 'in house' catering services for hospitality and entertaining. All expenditure of this type must be pre-approved by the CEO.

Necessary and reasonable costs will be reimbursed by Reach Deaf Services on production of receipts. The following information must be shown:

- Names of all attendees (internal and external)
- Purpose of the entertainment
- Date and location of the function

Other than in the case of Reach Deaf Services approved functions, under no circumstances can entertainment involve Reach Deaf Services employees only. As a general guide, no more than two Reach Deaf Services employees should be present when providing hospitality to visitors etc. Where it is proposed to exceed this number, prior approval should be obtained from the Audit and Finance Committee.

### **22.8 Purchase of other items**

The process for the reimbursement of expenses must not be used for the purchase of items, which should otherwise be sourced through the normal procurement process of Reach Deaf Services.

On occasion when working away from Reach Deaf Services, incidental items may have to be purchased for business purposes. These will be allowable on the basis that the item is minor, the cost is small and a receipt is submitted as part of the claim on which the item is detailed and the requirement noted.

## **22.9 Procedure - Reimbursement of Travel & Subsistence**

All claims for reimbursement of travel & subsistence must be made on the appropriate expenses claim form in a typed format (not hand written). All fields must be completed using drop down boxes as appropriate.

The relevant sections of the form must be fully completed by the claimant with receipts. Incomplete forms will be returned and cannot be altered by Finance Office employees. The claimant is responsible for all details.

It is the responsibility of Managers to ensure that expenditure is appropriately incurred and approve a claim accordingly.

It is essential that expense claim forms are completed and submitted as soon as possible after the date of travel or of incurring the expenditure. Claims should normally be forwarded to the Finance Department within 30 days. Claims made outside of these time limits will not be approved for payment.

### **Claims will be met only to the extent of appropriate budgetary provision.**

A new expense form is available in Excel, which will look up the Revenue Rates to applicable to your claim based on the engine size of your car and your mileage year to date.

A copy of this file can be requested from either HR or Finance.

## **23 Remote Working Policy**

### **23.1 Introduction**

During the COVID 19 pandemic many employees were asked to work from home on a temporary basis. Under the Safety, Health and Welfare at Work Act, 2005 Reach Deaf Services has a duty to ensure the safety health and welfare of our employees

After a review, Reach Deaf Services has now implemented a permanent policy on remote working.

Where deemed appropriate and with approval from a line manager an employee may work from home but is required to attend the office at a minimum of 40% of their working week. This is dependent on service needs. Any agreement around remote working needs must be approved by a line manager.

## 23.2 Purpose

This guideline has been developed to support managers and employees to comply with their legal obligations in relation to employees working from home.

## 23.3 Scope

This guideline applies to:

- All managers in Reach Deaf Services who have employees working from home
- All employees working from home during this pandemic where the following applies:
  - If the employees has no choice but to use a Visual Display Unit (VDU) to carry out her/his work
  - If the employees normally uses the VDU for continuous periods of more than one hour
  - If the VDU is generally used by the employees on a daily basis

## 23.4 Roles and Responsibilities

The Safety, Health and Welfare at Work Act, 2005 places specific duties on both managers and employees. In the context of home working these duties are summarised below:

### **Managers Responsibilities include:**

- managing and conducting all work activities to ensure, as far as reasonably practicable, the safety, health and welfare of employees
- providing safe systems of work that are planned, organised, and maintained, assessing risks and implementing appropriate control measures
- providing information, instruction, training and supervision regarding safety and health to employees
- Having plans in place for emergencies.

### **Employees Responsibilities include:**

- cooperating with their manager and following their instructions
- protecting themselves and others from harm during the course of their work, e.g. taking care of any work equipment provided and reporting any defects immediately to their manager
- reporting any injury arising from work activity to their manager in line with HSE Incident Management Framework , 2018
- Following procedures that have been put in place by their manager.

## 23.5 Risk Factors Associated with Home Working

The main risk factors which need to be considered when employees are working from home include:

- work environment
- work equipment
- employees wellbeing
- incident management
- security of data

### 23.5.1 Work Environment

As a minimum, there should be enough room for work to be carried out, including space for the workstation, other equipment (e.g. printers) and storage of materials. Ideally the employees should identify a dedicated area which keeps domestic interruptions to a minimum and reduces risks to other people at home (e.g. young children), has safe access, adequate lighting, is free from trailing leads/cables and good standards of housekeeping are maintained.

Where an appropriate working environment is not identified, managers should make arrangements the employee to return to the office environment.

### 22.5.2 Work Equipment (to include use of Display Screen Equipment)

Employees working from home must be provided with the necessary equipment to carry out work activities. This may include the use of laptops, monitors, keyboard, telephone headsets etc.

Employees working with display screen equipment (i.e. laptop / pc) must ensure they have completed the HSEland DSE User Awareness Module and be provided with information on how to set up their workstation safely at home.

The objective is to try to achieve a similar ergonomic set-up to that achieved at work. Ensuring the work desk/work station is set-up correctly will facilitate good posture and reduce the likelihood of musculoskeletal disorders (MSDS) and Work Related Upper Limb Disorders (WRULDs) and Repetitive Strain Injuries (RSIs).



Employees should be encouraged to stand up and stretch and take regular breaks away from their laptops / PCs and do other work related duties e.g. teleconferencing / standing up while taking phone calls.

Employees should be provided with details on how to access support in dealing with information technology systems failures, software problems and equipment failures.

### **22.5.3 Employees Wellbeing**

#### **22.5.3.1 Communication**

It is important to have a formal, agreed and scheduled communication system in place e.g. use of scheduled teleconferences which encourages and allows employees to raise any concerns they may have.

Employees should also be encouraged to keep in regular contact with other colleagues and know that support is available for them.

#### **22.5.3.2 Supervision**

When employees are working from home, it is important that they have clear role clarification and know what is expected of them. Having an agreed check in with employees will provide an opportunity for updates on work related information and feedback.

#### **22.5.3.3 Work life Balance**

Taking regular breaks and exercise and practising good self-care can help with maintaining a healthy work life balance. Employees should be encouraged to set scheduled breaks and eat away from their workstation, exercise and eat healthily during this period.

### **22.5.4 Incident Management**

In the event an incident or becoming unwell during remote working hours, it is the employees' obligation to report this to their line manager. All incidents must be reported and managed in line with Reach Deaf Services policies and procedures.

#### **22.5.5 Data Security**

In line with Reach Deaf Services policy all data must be processed and controlled in line with the principles of the GDPR and relevant Irish legislation, for further information please contact the Data Protection Officer.

### **22.6 Risk Assessment:**

Section 19, of the Safety, Health and Welfare at Work Act, 2005 requires the employer to identify the hazards at the place of work and to assess the risk presented by those hazards. The assessment needs to take account of the specific work environment and needs of each employees.

To assist in assessing the home working arrangements the risk assessment must be completed in consultation with each employees over the telephone.

## **24 Garda vetting policy**

### Introduction

The Dublin Diocesan Child Safeguarding and Protection Service processes vetting applications on behalf of Reach Deaf Services in accordance with the requirements of the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 - 2016.

### What is vetting?

Vetting is a procedure through which information held by the National Vetting Bureau (NVB) is disclosed to Reach Deaf Services, with the consent of the person concerned, for the purposes of assisting Reach Deaf Services to assess the suitability of the person to work within the organisation . The NVB holds two sorts of information: criminal records and what is known as “specified information”.

Criminal records are a person’s convictions for any criminal offences committed inside or outside of the state. These records are disclosed through the vetting process, though some minor convictions may be excluded (old motoring and public order offences). Included in the disclosure are any prosecutions pending.

“Specified information” is disclosed at the discretion of the Chief Bureau Officer (CBO). It is information that gives rise to a bona fide concern that the person applying for vetting may harm, attempt to harm or put at risk a child or vulnerable person. Examples include where a person has been assessed by Tusla as a possible risk to children or where a person has been subject to a fitness to practice procedure by their professional body.

The CBO will decide whether to disclose specified information by reference to the position the person holds or is applying for. If the CDO decides to disclose this information they must inform the applicant and give them an opportunity to present a case for non-disclosure. If the CBO decides to proceed, the applicant has a right to appeal the decision.

Who will be vetted?

Vetting is conducted in respect of all persons working in a full-time, part-time or voluntary or student placement capacity in a position in Reach Deaf Services, which brings them into contact with children and/or vulnerable adults.

All staff/volunteers will be re-vetted after a period of 3 years (it is best practice to re-vet staff/volunteers after this period of time). Reach Deaf Services may also carry out random re-vetting of staff/volunteers at times that it deems appropriate.

When re-vetting is required, staff and volunteers will be given one month's notice and will have a maximum of two opportunities to complete vetting. Should staff not complete vetting after two opportunities they will not be allowed to attend work until their Garda vetting is complete. This period of leave will be unpaid.

Nominated Vetting Contact Person

The Nominated Vetting Contact Person in Reach Deaf Services is the CEO (HR support the application process). The Dublin Diocesan Child Safeguarding and Protection Service processes all vetting applications submitted by Reach Deaf Services.

Garda Vetting Procedure

A Vetting Invitation (NVB 1) form will be sent to each applicant. Section 1 and 2 is to be completed by the applicant who must also produce documentation to validate their identity. Please ensure the form is completed fully and clearly. Section 3 will be completed by the Nominated Contact Person on behalf of Reach Deaf Services requesting the vetting. The original Invitation Form is sent to the Dublin Diocesan Vetting Administrator, Vivienne Knight, and a copy is kept on Reach Deaf Services files, along with a copy of the documentation provided to validate their identity. The applicant will then receive from NVB an email with their online application form (NVB 2). If they do not complete this within 30 days the form becomes invalid and they will have to reapply. Please note the Vetting Form (NVB 2) is only issued to the applicant themselves. Reach Deaf Services will no longer have access to these forms.

Disputes

Where an applicant disputes the accuracy of any detail contained in their vetting disclosure arrangements will be made for further enquiries to be conducted as appropriate.

Decision making in relation to Disclosures

The CEO will assess the suitability of applicants for positions within Reach Deaf Services regarding any vetting disclosures that may be received in respect of them. This applies to all prospective candidates and all current staff being re-vetted. The CEO may seek advice from external bodies.

The details of the disclosure will be verified with the vetting subject, who may be requested to provide further details relating to the incident(s) pertaining. If further information is required, the Vetting Administrator of the Archdiocese of Dublin will make enquiries with the NVB. The Vetting Subject will be informed.

#### Risk assessment guidelines

A conviction, prosecution or case pending will not necessarily bar an applicant for consideration for engagement. The following criteria will be considered;

- The nature and number of any convictions
- The frequency of any convictions
- The post for which the person is seeking engagement
- The self disclosure of the conviction/case pending by the applicant
- The time lapse since the conviction

#### Establishment of a Review Committee

Reach Deaf Services will employ a Natural Justice framework in dealing with any disclosures of convictions. In accordance with the guidelines issued by the National Vetting Bureau, the CEO of Reach Deaf Services will establish a Review Committee. This Committee is comprised of a minimum of 3 members and a maximum of five members. At a minimum the committee must be attended by the CEO, the manager of the service in question and an independent member such as a manager from one of the other departments within Reach Deaf Services. External members may be invited such as a representative from the Dublin Diocese Safeguarding Office.

All applicants have a right to natural justice and can chose to waive their anonymity and meet the decision making committee to present their case should they chose to do so.

#### Consideration of holding a review meeting

The National Vetting Bureau provide the organisation with details of all prosecutions, successful or not, pending or completed, and/or convictions. Consideration for holding a review meeting will occur when an application is returned from the NVB with information which gives cause for concern attached. The CEO or HR manager will verify any information received from the NVB with the applicant.

Any assessment of suitability of an applicant depends on the relevance of any conviction/disclosed information to the position or role applied for, the self-disclosure of such information, the seriousness of the offence/disclosed information, the timing of the offence and any possible pattern of offences. The

information disclosed is used for only the specific purpose for which it was obtained as part of a volunteering or recruitment process within Reach Deaf Services.

On receiving information that may potentially result in exclusion from taking up the regulated position any original documentation is checked to ensure it is correct and that the disclosed information refers to the applicant. If the applicant has self-disclosed the information and this agrees with the disclosure from the vetting body a decision will be made depending on the type and nature of the offences disclosed. If the applicant has not self-disclosed and information is received from the vetting body this will be checked with the applicant. The applicant will be asked to provide background information on all offences in writing as part of the risk assessment process.

Disclosure of certain types of convictions/prosecutions or specified information will automatically disqualify applicants from a position working with children, young people and vulnerable adults.

Examples of offences that will automatically disqualify an applicant are:

- Any offence of a sexual nature
- Any offence relating to psychological abuse e.g. coercive control
- Any offence against a child or of child abuse or child abuse images
- Any offence against a vulnerable adult
- An offence that causes grievous bodily harm
- Any offence of murder or manslaughter
- An offence of kidnapping
- A series of continuous offending that might cause concern for the well-being of children or adults in the service
- Any charge brought by the Director of Public Prosecutions for Ireland and the Public Prosecution Service for Northern Ireland concerning abuse of a child or vulnerable person

This is a guide and not a complete list of barring offences. All decisions on the suitability of an applicant are a matter for the Decision Making Committee of Reach Deaf Services. The NVB and ANI are not involved in such decisions.

All risk assessment decisions are made on an individual basis. Consideration is given to the nature of the disclosed information received from the respective vetting bodies and the initial self-disclosure, if any, by the individual. Decisions will only be made on disclosed information that is verified and confirmed, preferably in writing. If a decision is required that is not clearly dealt with in this vetting policy external advice is sought. In this case any identifying information on the disclosure will be removed. External advice may be sought from other regulatory bodies, e.g. TUSLA, HSE or Dublin Diocese Safeguarding Office.

Where the applicant is suitable for the position currently held or applied for, this is communicated to the individual by issuing a letter accepting suitability to volunteer/work within Reach Deaf Services.

Where the information disclosed by the vetting organisation and/or self-disclosed by the applicant deems the individual to be unsuitable for the position they are informed of such preferably in person, however this is not always possible. In the case where an individual cannot be informed in person they will be requested to contact the HR Department as a matter of urgency. All applicants are allowed the opportunity to withdraw from seeking any role or position. The principles of natural justice concern procedural fairness and ensure a fair decision is reached by objective & unbiased decision makers at all times.

#### Data Protection

Confidentiality is paramount. Any personal information relating to an applicant will be treated with the utmost care. Applicants will be treated with dignity and respect at all times.

Reach Deaf Services is committed to protecting the rights and privacy of individuals and is in compliance with the Data Protection Acts 1988-2018 and the General Data Protection Regulation (GDPR) (EU) 2016/679.

The GDPR and the Data Protection Acts 1988-2018 (the “Data Protection Acts”) lay down strict rules about the way in which personal data is processed, including how it is collected, accessed, used, retained, disclosed and destroyed. The Data Protection Acts permit individuals to access their personal data on request, and gives individuals the right to have their personal data amended if found to be incorrect. It also requires that processing of personal data takes place in a lawful manner. Reach Deaf Services relies on a number of legal bases for processing personal data. If you would like more information about how and why we process personal data, please contact our Data Protection Officer at [dpo@reachdeafservices.ie](mailto:dpo@reachdeafservices.ie).

Any data received from the NVB via the Dublin Diocesan Child Safeguarding and Protection Service, in respect of any individual is for the sole use of Reach Deaf Services . All data disclosed will be processed in line with the statutory provision of the GPDR, the Data Protection Acts, any other legislation that may be enacted in respect of Data Protection and any other legal obligations that we may have and is retained in line with Reach Deaf Services ’s Record Retention policy.

#### **Disputes**

Where an applicant disputes the accuracy of any detail contained in their vetting disclosure arrangements will be made for further enquiries to be conducted as appropriate.

#### **Decision making in relation to disclosures**

The CEO will assess the suitability of applicants for positions within Reach Deaf Services regarding any vetting disclosures that may be received in respect of them.

The details of the disclosure will be verified with the vetting subject, who may be requested to provide further details relating to the incident(s) pertaining. If further information is required, the Vetting Administrator of the Archdiocese of Dublin will make enquiries with the NVB. The Vetting Subject will be informed.

### **Data Protection**

Confidentiality is paramount. Any personal information relating to an applicant will be treated with the utmost care. Applicants will be treated with dignity and respect at all times.

Reach Deaf Services is committed to protecting the rights and privacy of individuals and is in compliance with the Data Protection Acts 1988 and 2003.

The Data Protection Acts 1988 and 2003 (the “Data Protection Acts”) lay down strict rules about the way in which personal data is collected, accessed, used and disclosed. The Data Protection Acts permit individuals to access their personal data on request, and gives individuals the right to have their personal data amended if found to be incorrect.”“

Any data received from the NVB via the Dublin Diocesan Child Safeguarding and Protection Service, in respect of any individual is for the sole use of Reach Deaf Services. All data disclosed will be managed and protected within the statutory provision of the Data Protection Act and any other legislation that may be enacted in respect of Data Protection.

## **25 References**

Data Protection Act 2018 , Number 7 of 2018, Dublin - Iris Oifigiúil.

The EU General Data Protection Regulation (GDPR) (EU) 2016/679

## **Appendix A: National Care Standards – Whistleblowing**

### **25.1 Settings for Older People (HIQA)**

#### **Standard 8.3**

There is a policy and procedures on ‘whistleblowing’ and protected disclosure. Employees are aware of who they report concerns to and can do so without fear of adverse consequences to themselves.

### **25.2 Guidance for the Provision of Residential Services for Young People with Disabilities (HSE)**

#### **Standard 5.3.12**

The residential services should have a policy which supports a culture and ethos of safeguarding whistleblowing practice to comply with the Protection for Persons Reporting Child Abuse Act (1998) and the Health Act (2004).

#### **Standard 5.3.13**

An employees should be encouraged and facilitated to question and, where appropriate, express concern about attitudes and practices of colleagues. The procedures should outline the process for employees to report concerns to someone within and outside the service in the event that they feel unheard. This should be done in compliance with the policy and ensure the protection of employees who highlight perceived inadequacies within the system.



**Appendix B: Reach Deaf Services Policy Report Form**

NAME OF SERVICE: \_\_\_\_\_

WHAT CONCERN(S) DO YOU WISH TO RAISE?

(In your own words describe your concern(s), include date(s), time(s), persons involved, including any witnesses, location, the length of time you have been concerned.)

---

---

---

---

---

WHY ARE YOU CONCERNED ABOUT THE ISSUE(S)?

---

---

---

---

---

HAVE YOU DISCUSSED THE ISSUE(S) WITH ANYONE ELSE? YES/NO

IF SO, who with \_\_\_\_\_ WHEN (date) \_\_\_\_\_

WHAT WAS THE OUTCOME OF THIS PREVIOUS DISCUSSION?

---

---

---

---

---

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**On Completion This Form Should Be Sent To Your Line Manager, the Nominated Person in Your Service or the Chief Executive Officer in a Sealed Envelope Marked 'Private and Confidential. In the event that your concern is about the Chief Executive Officer to The Chairperson of the REACH DEAF SERVICES Board.**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

I acknowledge that I have read and understood the Employee Handbook and its contents.

I also understand that the Company may revise, supplement or rescind policies, procedures or benefits described in the manual, with or without notice.

Unless a change in statute or law occurs requiring change, the company will consult with employees prior to any changes being made.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_