



## Staff Handbook



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## **Introduction**

The Staff Handbook is intended as complementary document to an Employee's Contract of Employment. A contract is unalterable but from time to time, the company policy is revised or regulatory changes come into effect, and these changes are reflected in the Staff Handbook. It is intended for all employees, both teachers and support staff. the latest version can be found in the teachers rooms in Abbey Street and an individual hard copy can be printed upon request. Teachers should also be familiar with *The Guide to Teaching at DCI*, the Syllabus and the Documentary Curriculum Framework.

## **New Staff Induction Policy**

### Teacher Recruitment

DCI is committed to recruiting the highest calibre of teaching staff and welcoming them into the DCI organisation and helping them to realize their full potential. The first step in this process is identifying the qualities needed to fill any vacancy. Wording for any advertising is agreed upon by the Director and placed on [www.indeed.ie](http://www.indeed.ie) Another source of potential interviewees is ex-colleagues of present teachers and DOS's from other schools. CV's and references are then requested which in turn are checked by the Director and DOS.

Once a list of interviewees is selected they are then contacted to check availability and the necessary arrangements are made. The DOS will then carry out an interview with questions from a selected list. The DOS will then consider the interviews in consultation with the directors. Once the decision has been taken the teacher is contacted and an offer is made. If the offer is accepted then the induction stage begins. If, after the interview stage, the DOS has more than one strong candidate then second interviews will be arranged. If the offer is not accepted then a second choice from the original interviewees may be considered or the process can be initiated again.

### Sample Interview Questions

1. What was the most important thing you learned during your training?
2. What are your strengths and weaknesses as a teacher?
3. What aspects of your teaching have changed with experience?
4. How would you deal with a class of students with mixed abilities?
5. Tell me about a time you did something in the classroom that made you feel satisfied or rewarded.
6. Tell me about a time something did not go according to plan or did not well in a lesson, and how you responded.
7. What is your experience of teaching writing to intermediate level students?
8. What options would you consider when deciding on error correction strategy for a group of pre-intermediate learners?
9. How would you like to career to progress over the next 3-5 years and how could your employer assist in achieving your goals.

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### Verification of Qualifications

Upon commencement of employment in Dublin Cultural Institute, teachers will be asked to provide copies of their Primary Degree and TEFL Certificates and any other relevant qualification to verify their accreditations pertaining to their position.

In certain cases, the management reserves the right to ask for the originals that will be copied and returned to their owner. The school will keep a copy of all employee documentation for their records for a period of up to two years after the employee has terminated their contract with the company.

### Necessary Personal Documents

On commencement of employment, new staff must submit documentary proof of the right to work in Ireland (passport or IRP card). Staff must also complete the new employee form which, among other things, will collect your PPS number, bank account details and emergency contact information.

Please note that if you have not worked in Ireland before you must obtain a PPS number prior to commencement of employment and you must inform the Tax Office that you have been employed by DCI. You must give them our Employer's Company Registration Number that you can obtain from the administrative staff.

### Sole-Traders

If the Employee is operating as a sole-trader and is self-employed, it is his/her own responsibility to declare taxes for self-assessment purposes as a result of any employment undertaken with the company. The company will not be held responsible for any payment of contributions on the employee's behalf and the sole trader is not entitled to any holiday pay or sick-pay entitlements as a result of their position.

## **School Regulations and General Information**

### Class times/Punctuality

Classes start promptly at the designated time and teachers may not dismiss their students before the end of the class. The teacher should inform the students of the regulations regarding punctuality to class and late arrival or early departure will result in 0 attendance for the day. **The teachers are also required to be punctual and are expected to be in class 5 minutes before their lesson is due to commence.**

### Teacher Time-keeping and Absences

If a teacher is unable to attend class through sickness or personal reasons, it is their responsibility to inform the school as early as possible and provision will be made to arrange cover for that class. For example, if the teacher is reasonably certain the night before that

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they will not be able to come to work the following day, he/she must phone the DoS before 7.30am on the day to notify the school of the situation. Please note that if you are out sick for three consecutive days it is mandatory that you supply your employer with a Medical Certificate. If you are delayed in the morning for any reason, please phone the school as soon as possible to inform the Director that you are on your way but delayed and your class will be taught until your arrival.

### Holidays

Teachers must give notice of holiday requests at least three weeks in advance of the required time-off. The management reserves the right to refuse a request for holiday leave if it clashes with the holidays of another teacher or if it is requested for particularly busy periods. Please do not book a holiday until your request has been approved. Notify the director of your preferred holiday dates first and if at all possible, provision will be made to approve your holiday request. Please note that your annual holiday entitlement will be paid to you in the middle and at the end of the calendar year or on termination of employment.

### Appointments

If a teacher needs to be excused for such reasons as hospital or dental appointments, please notify the director as early as possible of your intended absence. If possible, try to arrange appointments outside of school time. You will not be paid for absences for appointments.

### Periods of Notice

Termination of Employment: Teachers terminating their employment with Dublin Cultural Institute must give at least **three weeks'** notice in writing to the Director of Studies. The end date should be the end of cycle, in order to minimise disruption for learners Any holiday pay outstanding owed to the teacher will be paid at the end of their final month in conjunction with their final pay.

Employer's Notice: As stated in the contract of employment the employer must give the employee **two weeks'** notice in case of termination of employment. If there are substantial grounds for dismissal (see handbook), the employer reserves the right to issue the employee with a verbal warning, notifying the employee of the reason for the warning. After a further period of one week, if the employee has failed to comply with the employer, he/she will receive a written warning and should the employee still not comply with the regulations, then a letter of dismissal terminating their contract of employment will be issued within a week's period.

The employer has the right to dismiss an employee if there are substantial grounds to justify the termination of the employment due to any one of the following reasons. The employer must show that is resulted wholly or mainly from one or more of the following causes.

1. The capability, competence or qualifications of the employee.

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2. The employee's conduct, (in regard to such issues as punctuality, reliability, respect for the rules, respect for the management of the company and other colleagues).
3. The redundancy of the employee. Should the employee's services no longer be required subject to availability of classes, the employer may terminate the employee's contract.
4. The fact that continuation of the employee would contravene another statutory requirement.
5. If there are any other substantial grounds for dismissal.

An employer who has dismissed an employee must, if asked, furnish in writing within 14 days the reason for the dismissal. Dismissals are deemed unfair under the Acts where it is shown that they resulted wholly or mainly from one or more of the following:

- I. The employee's trade union membership or activities, either outside working hours or at those times during working hours when permitted by the employer.
- II. The religious or political opinions of the employee
- III. The race or colour or sexual orientation of the employee
- IV. The unfair of the employee for redundancy.
- V. The employee's pregnancy, attendance at anti-natal classes or any matters connected therewith.
- VI. The proposed exercise or exercise by the employee of the right to adoptive leave, under the Adoptive Leave Act, 1995.
- VII. The exercise or proposed exercise by the employee for the right to parental leave or force majeure leaves under the Parental Leave Act 1998.
- VIII. The age of the employee, provided they are over the legal age requirement.
- IX. The employee's membership of the travelling community
- X. The employee's rights or proposed exercise of rights under the National Minimum Wage Act 2000
- XI. The exercise or proposed exercise by the employee of the right to carer's leave under and in accordance with the Carer's Leave Act 2001.

Employees claiming dismissal due to (I), (VI), (V), (VII), (X), (XI) may bring an unfair dismissal claim even though they do not have a year's continuous service with their employer. It can also be construed as dismissal if a person's conditions of work are made so difficult that he or she feels obliged to leave. This is called Constructive Dismissal.

An employer has the right to refuse issuing a personal reference letter to an ex-employee, whose employment contract has been terminated due to the dissatisfaction of the employer in relation to their work or conduct. However, they are legally obliged to verify in writing that the person was employed in the company and confirm the period of employment that was served. An employer is legally forbidden to write a personal reference that is defamatory or in anyway negative and prejudicial to any prospective future employer concerning the ex-employee in question. However, if the ex-employee cites the previous employer as a reference on a curriculum vitae, despite dismissal, the previous employer has the right to inform the new prospective company that the person in question was dismissed although they may not disclose the reasons for the dismissal.

### Lesson Preparation

It is the responsibility of the teacher to prepare a lesson in accordance with the syllabus for each class that they teach every day. The management reserve the right to observe a class without prior warning to ensure that teachers are following this policy. Lesson plan sheets are given to the teacher at the beginning of the week in their folder containing their attendance register and they must be filled out daily. These lesson plan records are also subject to spot checks to ensure that the teacher is regularly filling them out properly.

Teachers must also operate in consultation with their partner teacher to ensure that the class group's weekly outcomes are achieved. Teachers can support each other where one session falls behind projected timelines. More importantly, there should be a connection between the two sessions whereby the second session develops or responds to the content of the first session.

Teachers are also required to introduce an Irish cultural or current affairs/topical interest aspect to their classes on a regular basis.

### The Role of the Syllabus and Course Book

Each teacher is provided with a copy of the syllabus which identifies the core learning outcomes that will be delivered to each level over a 6-week cycle. Teachers are expected to fulfil these learning outcomes however they see fit according to their own teaching style and the needs analysis of a class. While teachers are encouraged to use a balance of supplementary material, own material, authentic material and realia, the coursebook provides the core framework around which lessons can be planned and executed.

The core coursebook provides a framework for learning on which our General English syllabuses are based and gives students a sense of structured progress. The teacher will be expected to cover all the main areas in the syllabus. Coursebooks also provide ready-made suitable, graded material to achieve the syllabus and therefore are a critically useful tool for the teacher.

Our selected coursebooks are compatible with our syllabus and the expectations of our students, in terms of the listening material, the grammar content, the teacher's resource book, the topics, the tasks, the pronunciation and the skills work. New coursebook selections are made by the academic management in consultation with the teachers as and when required.

A major challenge for syllabus writers is to provide a roadmap to guide the teacher across the relevant language areas but does not restrict them from responding to the immediate needs of a particular group of learners. Effective language teaching cannot be fully scripted, so in our syllabus design, flexibility exists to allow teachers a degree of editorial license. For example, a teacher may need to give a quick revision lesson on one area before proceeding to another area prescribed in the syllabus. All such deviations are discussed and agreed with the Director of Studies.

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Another challenge is to ensure that the syllabus is supported, not subsumed, by the course textbook. This is particularly true for DCI as we alternate between Headway, (5<sup>th</sup> edition), and English File, (4<sup>th</sup> edition) and the Pearson Gold Series (2<sup>nd</sup> edition). It is important that the teacher's first point of reference when planning a lesson remains the syllabus document not the contents page of the textbook. To facilitate this, the syllabus contains only the minimum mandatory grammar, vocabulary items and skills to be introduced/practiced, rather than an over-ambitious and aspirational list.

Further amendments or additions may be made to the syllabus on an ongoing basis depending on specific requests from students. Based on their judgement of the class needs and in consultation with the DOS, the teacher has autonomy to augment the course book or focus more on certain skills or topic areas (for example a greater focus on pronunciation, on writing, on exam preparation etc.)

All amendments and additions to the syllabus must be accounted for in the Records of Work which the DOS checks on a weekly basis. Teachers are not normally expected to supply a full weekly plan to the DOS in advance, but at the Friday bi-monthly meetings, the weekly plan for the following week is discussed and the DOS may give directions as to areas, additional to the core syllabus, which should be covered. This is a consultative process and the teachers' input is encouraged.

### Attendance Records

Teachers are also required to keep a record of every student in attendance in their class at all times. **You must update this record throughout the lesson and ensure it is in all correct before the end of each lesson.** It is not acceptable to catch up with these records after class.

If a student is:

- Present and on time, mark a P
- Late or leaving early (see below), mark an L
- Absent, leave the space blank

In the event of a fire or emergency we need to know who is in the building at all times. Therefore, teachers are to mark those that arrive later than the first 15 minutes of the class with an L. This is to notify management that they should not be marked as present for attendance, but to clearly mark that they are physically present in the case of an emergency. Similarly, students should be noted with an L if they leave more than 15 minutes early or otherwise miss more than 15 minutes of class (eg, to take a phone call). If a student is marked late consistently, the DoS will be triggered to correctively communicate with the student about the situation, reminding them of school rules and of their attendance requirements. Students leaving class early for any reason will be marked absent. The teacher may allow the students to enter class late for a discretionary period of 15 minutes before their attendance is docked to allow for extreme traffic or weather conditions. However, if the student is a persistent offender the teacher must inform the student they will receive no attendance. Any student leaving early to go to work or not returning after the break will receive 0 attendance for the session.

Furthermore, any student arriving more than 15 minutes late for the first lesson should not be permitted to join the class until after the break so as not to disturb the students or

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teacher. Office staff are responsible for stopping students from attending class after this point, but students sometimes slip past the office and so teachers should be confident to send late-arriving students to the office. Any student more than 15 minutes late for the second session will similarly be dismissed from school for the remainder of the day and informed they cannot get attendance for that session.

### Resources

All students are required to purchase their coursebook. Often, this is prepaid with course fees but sometimes students must make the purchase on their first day. These purchased coursebooks can be swapped as students change level or as the group moves on to a different book. It is the responsibility of the teacher to remind students that writing on the books either in pen or pencil may result in them being unable to swap their coursebook and having to purchase their next one at an additional fee. Teachers are provided with their own copy of the coursebook with a name label. However, under no circumstances may a teacher remove any schoolbooks or property from the building at any time without signing it out. Although personally assigned, a teacher's coursebook must remain in the school in case a cover teacher is required.

For each coursebook, DCI has a teacher's guide, workbook and audio. These must be returned to the shared resources area in the teacher's room after every class – even in the break between two classes.

The school is equipped with a wide range of photocopiable resources for use during class to supplement the course-book material. However the teacher must follow a course-book curriculum programme within the class as a pedagogical framework and all other material can supplement this. There are also a number of useful resources in folders that can be accessed by teachers any time. Please note that any material you take out of the folders must be put back where it was so that other teachers can use it.

Teachers may also print resources of their own making or sourcing by using the computer in the teacher's room or by connecting with the main photocopier (over the WiFi network or with a USB stick).

Teachers are welcome to print or photocopy as much as they need for their classes provided it is within reason. Teachers exceeding reasonable use of printing resources will be informally advised to reduce this output.

Each classroom is equipped with a stereo that can play CDs, from USB stick, through an aux cable or via Bluetooth. Coursebook audio is available on the school shared drive, which gives teachers a lot of options to access the audio through a preferred method. The DoS can also provide audio by USB stick in emergencies (if a CD is missing or has become scratched).

### Excursions

DCI will arrange excursions for students. Ideally, there is a free excursion every Friday open to all students. The teacher is permitted to arrange a cultural group excursion provided all

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students are willing to participate and there is a measurable learning outcome from the experience. An excursion waiver form is available on request in the office and all teachers who go on an excursion must have their students to sign this form. The teacher must remain with the group for the duration of the excursion within the class time. Excursions should be supplemented with educational perspectives in the form of a lesson plan. Follow-up is required after an excursion in the form of a report, project, group discussion or lesson during class time. Attendance remains mandatory for such class excursions and any student who decides to abandon the class or leave early must be recorded and notified as normal. Please note outings to watch matches, visits to pubs, etc are not permitted. Should you wish to bring your students out on this type of outing, you must arrange this with the office and the Director of Studies outside of regular class time.

### Staff Meetings

Staff Meetings are held regularly and teachers will be notified of the time and date in advance along with the weekly roster update. These meetings take place on the Friday of at 12:30 and therefore it is reasonable to expect your availability. Staff Meetings are obligatory and all teachers are expected to attend. Meeting summaries are sent out to all staff by email. It is the responsibility of the teacher to ensure they fully read and understand the information in these emails.

### Personal Belongings

Teachers are responsible for ensuring that they look after all their own personal belongings while on the premises. Do not leave valuables in your classroom during the break. If you have small items that you need to keep safe, keep them with you at all times, or give them to one of the office staff to store in the safe for you until after class.

### Food and Drink

Teachers are advised that any food or drink should be consumed in the staff/teachers' room and they are requested to tidy up after themselves. Same applies to the classroom, students are not permitted to bring food or drink to the class, except water. The student's room is available for this.

### Student Conduct

If there is a disruptive or problematic student in your class, it is within the interest of the teacher and the interest of the rest of your students to discipline this student in the appropriate fashion or to alert the Director of Studies to the problem and it will be dealt with. Teachers should not tolerate disruptive behaviour from a student. If a student is using a mobile phone in class, sleeping or eating food, or talking to teachers in an offensive or threatening way, the teacher may administer a verbal conduct warning to the student and bring the matter to the office manager. It the responsibility of the teacher to control the class with the added support of the DOS and administration dept. But if there is a student

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that is particularly troublesome, management should be informed and it will be dealt with in whichever manner is deemed appropriate. Teachers can ask for the Incident Report Log Book from the office and are expected to record any remarkable incidents. Furthermore, teachers are invited to comment on particular students through their paper attendance records or in the regular biweekly reporting. In these ways, management can be made aware of particular students who may need to be addressed.

### Student Transfers

All students who register at Dublin Cultural Institute are given a level test and Needs Analysis Test to indicate which class they are placed in. This is usually only an indicator of reading, writing, speaking and grammar skills. However, some students may have a higher level of comprehension or spoken English than first indicated in the test results and feel that they want to move to a higher level. All transfers of students must be approved by administration together with the Director of Studies by means of a short interview with the student and level test. There is also a folder containing more comprehensive level tests, one of which the teacher can select and administer to the student before recommending the student for transfer.

More regularly, if a student requests that they change level or a teacher notices a student may do better in another level, the student is highlighted to their teachers for special observation. These observations are used in conjunction with recent test performance (Biweekly or End-of-Cycle) to inform a level decision. However, such mid-cycle re-placement should be considered extraordinary except in the case of recently started students.

### Teachers Room/PCs

Please note that the teacher's room is to be kept clean and tidy at all times. It is the responsibility of the teachers to tidy after themselves. Please wash your cup after each use in the sink inside the staff toilet.

### Miscellaneous

- Please ensure that your classroom is left neat and tidy at the end of each lesson with the chairs put back properly, the lights and air-conditioning switched off and the windows closed (if it is the last lesson of the day). Similarly, the accumulation of unused photocopies and similar types of mess must be avoided by teachers cleaning up at the end of their lesson, disposing of unneeded materials, etc.
- Please ensure the teacher's room is clean and tidy at all times, disposing of old worksheets, putting resources away, etc. It is the responsibility of teachers to tidy after themselves. Please wash your cup after use in the sink inside the staff toilet.
- Do not leave your registers in the classroom unattended at the break or at any time.
- Do not leave your class unattended during class time.
- Make sure to instruct your students to bring their own pen and writing material to class everyday.

- Teacher's dry-wipe markers, dusters and other stationery are available on request from the office.
- The school operates a strictly no-smoking rule in compliance with the Health and Safety Act and failure to comply with this can result in a fine or prosecution.
- The filing cabinets are strictly private and confidential and teachers are not permitted access to any student or teacher personal files.
- Each cycle, a teacher is issued with the requisite textbooks and reader, which should be returned in good condition at the end of the cycle.

### **Information for All Staff**

#### Contracts of Employment

##### **What is a Contract?**

When a person is offered employment in return for wages, and accepts the offer, that is a contract of employment.

While the terms of that contract are those agreed by the parties, there are other standard items a contract must include to make it legally binding.

**Certain Terms:** Laws passed by the Oireachtas and EU Laws may result in certain terms being part of the contract, for example, the right to maternity leave, the right to minimum wage, the right to equal pay and equal treatment.

**Implied terms** are those terms taken to exist between the employer and the employee. Such terms include the employer's duty to provide a safe workplace and the employee's duty to do his/her best in the job and follow reasonable and lawful instructions from the employer.

**Constitutional Rights** are in every contract of employment, for example the right of the employee to join a trade union.

**Custom and Practice** in an employment may form part of the contract. For example, if the custom has been that the employees get sick pay or a particular level of over-time pay for work undertaken after normal hours, then that becomes part of the contract of employment.

##### **Must a Contract of Employment be in Writing?**

While the complete contract of employment does not have to be in writing, the Terms of Employment (Information) Act 1994 says that certain terms of the contract must be available to the employee in writing. This requirement **does not** apply to employees who have been employed for less than a month. For all other employees, the following terms should be available in writing:

##### **1) Full name of Employer and Employee**

- 2) **Address of Employer- registered office if the employer is a company.**
- 3) **The place of work, or, if it is the case, that the employee is required to work in various locations.**
- 4) **The job title or nature of the work.**
- 5) **The date the employment commenced.**
- 6) **If the contract is for a fixed date, the details.**
- 7) **If the contract is temporary, the details and information on how long it is supposed to last**
- 8) **Detail of rest periods and break required by law.**

It is **not compulsory** to include the following items in The Terms of Employment but it is **common practice** to include them in a standard contract:

- 1) **Pay, the rate or method of calculation of the employee's pay, and the pay reference period for National Minimum Wage purposes.**
- 2) **That the employee may, as provided for in the National Minimum Wage Act 2000, request from the employer a written statement of his/her hourly pay.**
- 3) **Hours of work including over-time.**
- 4) **Details of paid leave.**
- 5) **Sick pay and pension (if any)**
- 6) **Period of notice to be given by employer or employee**
- 7) **Details of any collective agreements that may affect the employee's terms of employment.**

While the statement of these terms must be **signed and dated** by the employer, there is **no requirement** for the employee to sign it.

The employer must keep a copy during the period of the employee's employment and for a year after it ceases. The contract may state that the employee is on **probation** for a stated period, for example, three months. The contract may also provide for the period of probation to be extended. Apart from the changes in Employment Law that may affect the contract, other changes must be agreed between the parties and the terms of the contract cannot be changed by either the employee or the employer unless both parties are in agreement.

Considerable difficulty can be avoided if employers and employees are clear about what has been agreed between them. It is in the interest of both the employer and the employee to have the terms spelt out clearly in writing. Any written documents concerning the terms of the contract of employment should be kept safely, available for reference if needed.

#### What is a Casual Employee?

A casual employee is a part-time employee who works on a casual basis. Under the Act a part-time employee is considered as working on a casual basis if he or she has been in the continuous service of an employer for a period of less than 13 weeks and that period of service and any previous period of service by him or her with the employer are not of such a nature as could reasonably be regarded as regular or seasonal employment.

An employee's service in an employment is continuous unless that service is terminated by:

- a) The dismissal of him/her by the employer
- b) The employee voluntarily leaving his/her employment

### What is a Part-Time Employee?

A part time employee is an employee whose normal hours of work are less than the normal working hours of a comparable employee. A part-time employee is one who is employed under contracted regular working hours in the continuous service of the employer for not less than thirteen weeks and one who works not less than 8 hours per week for that employer. In general part-time employees have the same rights as full-time comparable employees and may not be treated less favourably than comparable employees unless there are objective reasons for such treatment.

### What is a Comparable Employee?

A comparable employee is one who is doing the same, similar or equal-value work and is employed by the same or an associated employer, or in the same industry or sector, or is designated as such in a Collective Agreement.

### What is a Fixed-Term Employee?

A fixed term employee is one who has entered into a contract of employment with an employer where the end of the contract is determined by an objective condition such as arriving at a specific date, completing a specific task or the occurrence of a specific event.

### What is a Permanent Employee?

A permanent employee is not a fixed-term employee, but someone working under a contract of employment or holding office under, or in the service of, the State including members of the civil service, An Garda Siochana, or any health board or vocational educational committee.

### Accident/Incident Report Book

In the event of an injury, no matter how small or trivial it may seem at the time, such as a cut, bruise or muscle strain received on the premises, or any incident or minor altercation involving a student or fellow teacher, which a staff member thinks could be referred to again at a later point should be noted. The teacher must clearly state the nature of the accident/incident in question, the date and time it happened and the persons involved (full names) teacher, student or students should be reported. If there is no record of an event happening in the Report Book, there is no legal comeback for the persons involved. Please complete the **Incident Report Form**.

### Complaints Procedure

If there is any reason a teacher feels that they may need to lodge an official complaint relating to the conduct of, or treatment by another member of the teaching or management staff, the teacher has a right to request a private meeting with the school director to discuss the nature of your complaint and address the issue. If, however, they feel that they would prefer to have an objective person bearing no relation to the company present to witness any discussion, this is also within rights and provision can be made for this to be arranged.

It is hoped that in most cases a grievance or complaint can be resolved by informal discussion. However, where this is not the case, any party can request the formal complaint procedure be engaged.

The purpose of the procedure is to enable employees who consider they have a grievance or complaint to have it dealt with at the appropriate level within as short a timeframe as possible and without prejudice to the employee's position.

The procedure is in three stages:

Stage 1 An informal discussion with your line manager.

Stage 2 If no satisfactory solution is found from the informal discussion you may submit the substance of their grievance or complaint in writing to either the Academic Director (Jonathan Duignan) or the Human Resources Director (Ronan Flynn) as appropriate who will arrange a meeting within 5 days of receipt of such notification. This level of management will take all steps considered necessary to resolve the issues raised, will advise the employee of their decision and of the employee's right to appeal such decision if they so decide.

Stage 3 An employee unhappy with the outcome under Stage 2 may appeal the matter to the alternate manager and must do so within two working days of the receipt of the prior decision and do so in writing. The alternate manager will arrange for an appeal meeting within seven days of receipt of such notification of appeal. Following this, the alternate manager will confirm their decision in writing which shall be final.

At any stage of this process the employee shall have the right to be accompanied by another employee, but this is not essential and is a matter totally at the discretion of the employee. If there is a potential conflict of interests arising at any stage of the procedure, such steps as may be practical, with the agreement of the parties, shall be taken to address the situation.

If there are any grounds for dismissal following the complaints procedure, the dismissed employee also has the right to request that the employer furnishes in writing the reason for his/her dismissal within 14 days.

In addition there is also a Complaints Form available in Reception should you need to file a complaint regarding academic matters, unfair treatment, misconduct, bullying, etc while working at DCI.

## Leave from Work

### Types of Leave:

1. Sick Leave
2. Force majeure leave
3. Compassionate Leave
4. Jury Service
5. Maternity Leave
6. Career Break
7. Maternity Leave

### Sick Leave

#### **Is an employee entitled to be paid while off work sick?**

An employee to be paid while he/she is off work sick for a fixed number of days annually. An employee is entitled to sick pay at a rate of 70% of average daily pay, if illness is certified by a recognised medical doctor. If there is an entitlement to sick pay, there will probably be a requirement that the employee signs over any Disability Benefit payment from the Department of Social and Family Affairs to the employer for the duration of the sick pay.

### Force Majeure Leave

#### **If you have a family death or emergency does your employer have the right to give you time off?**

The Parental Leave Act 1998 has introduced a limited right to get leave from work in a time of family crisis, known as force majeure leave. It arises where, for urgent family reasons, the immediate presence of the employee is indispensable owing to an injury or illness involving an **immediate family member** such as a spouse or partner, a parent, a son, daughter, brother, sister or grandparent. Force majeure leave does not give any entitlement following the death of any other **close family member**, such as cousins, uncles and aunts. The maximum amount of leave is 3 days in any 12 month period, or 5 days in a period of 36 months. The employee is entitled to be paid while on such leave.

### Compassionate Leave

Compassionate leave, for example, following the death of a family member or a friend, is not an entitlement in legislation. Whether an employee is able to take off such an occasion depends on any provision in the employee's contract providing for such leave, the existence of a custom and practice within the job, or the employer's discretion.

### Jury Service

#### **Does your employer have to allow you paid time off to go on jury service?**

The Juries Act 1976 requires an employee who is called for jury service to be given time off to attend the court. The employee concerned is entitled to be paid and should not suffer loss of any other employment entitlements. So, for example, the time spent on jury service will not mean any loss of annual leave entitlement.

### Career Break

#### **Is there an entitlement to take a career break from a job?**

There is no entitlement to take a career break. An employee must rely on any provision in the contract of employment concerning career breaks, or on negotiations with the employer.

### Maternity Leave

#### **Is an employee entitled to payment during maternity leave?**

An employee's entitlement to pay during maternity leave depends on the terms of the contract of employment. There is no obligation on employers to pay women on maternity leave. An employee may qualify for a social welfare payment, Maternity Benefit, paid by the Department of Social and Family Affairs. Maternity Benefit is based on a rate of 70% of the employee's gross earnings subject to a minimum and maximum payment. However an employee's contract could provide for additional rights to payment during the leave period, so that the employee could receive full pay and sign over her Maternity Benefit to her employer. Fathers are only entitled to maternity leave if the mother dies while on maternity leave. By law, an employee cannot lose out in regard to her employment conditions, when she returns from maternity leave. Apart from pay, the employee is to be treated as if she had been at work during her maternity leave. Conditions cannot be made less favourable by the fact that the person has taken maternity leave.

### **Wages**

#### Pay Intervals

Staff are paid on a monthly basis. That salary will cover all hours worked after the last Friday of the previous month until the last Friday of the current pay month. The employee will be paid by bank transfer on the last working day of the month and will receive a payslip indicating any deductions which have been made. It is the responsibility of staff to fill their monthly timesheet when asked by their line manager to ensure there are no disputes over the total deliverable hours or other wages owed.

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### Holiday Pay

The Organisation of Working Time Act, 1997 sets out statutory rights for employees in respect of rest, maximum working time and holidays. The Organisation of Working Time Act now provides minimum legally enforceable entitlements for all employees to holidays and public holidays. **All time worked qualifies for paid holiday time.**

### **What happens if you leave a job and have not taken your holidays?**

An employee who is leaving a job is entitled to receive payment for any outstanding annual leave and public holidays due to him/her.

Under the Organisation of Working Time Act 1997, **a part-time employee's minimum annual** leave entitlement is:

- 1) **4 working weeks** in a leave year in which a part-time employee works at least **1365 hours** (unless it is a leave year in which he/she changes employment).
- 2) **One third** of a working week per calendar month that the part-time student employee works at least 117 hours
- 3) **8%** of the hours worked in a leave year subject to **a maximum of 4 working weeks.** These provisions have not been altered by the terms of the Protection of Employees (Part-Time Work) Act 2001.

### Holiday Pay -Qualifying Conditions

There is now no qualifying period for holidays and **all employees, regardless of status or service, qualify for paid holidays.**

The method of calculating the weekly rate of holiday pay is as follows:

If the employee's pay is calculated wholly by reference to a time rate or a fixed rate or salary, the amount paid to the employee for one week of paid annual leave is equal to the amount paid to him/her in respect of the normal weekly working hours last worked by the employee before the leave commences. This payment includes any regular bonus or allowance that does not vary in relation to work done, but excludes any pay for overtime.

### Public Holidays

In Ireland there are **ten** Public Holidays per year. They are as follows:

- 1) New Year's Day- January 1<sup>st</sup>
- 2) The first Monday in February (or 1<sup>st</sup> February if that date falls on a Friday)
- 3) St. Patrick's Day- March 17<sup>th</sup>
- 4) Easter Monday (movable festival, no fixed date)
- 5) The first Monday in May
- 6) The first Monday in June
- 7) The first Monday in August
- 8) The last Monday in October

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- 9) Christmas Day- 25<sup>th</sup> December
- 10) St. Stephen's Day- 26<sup>th</sup> December

Employers have **no legal requirement** to pay employees for Religious Holidays that are recognised by the church but not the state.

Part-Time Employees **must have worked at least 40 hours** in the five weeks ending on the day before the public holiday in order to qualify for Public Holiday benefit.

A day of sickness during holidays that is covered by a medical certificate is **not** counted as annual leave.

Where the public holiday falls on a day on which the employee normally works, the employee is entitled to a day's pay for the public holiday.

Where the public holiday falls on a day on which the employee **does not** normally work, the employee is entitled to **one fifth** of his/her normal weekly wage for the public holiday.

### School Closure

In addition to Public Holidays, DCI typically closes on Good Friday (one day) and during the Christmas period (3 weeks).

### The Payment of Wages Act

The Payment of Wages Act, 1991 establishes for the first time a range of rights for all employees relating to the payment of wages. The Key Rights established in the Act are:

- 1) **A right to a readily negotiable mode of wage payment**
- 2) **A right to a written statement of wages and deductions**
- 3) **Protection against unlawful deductions from wages**

The protections provided in the Act apply to any person:

- 1) **Working under a contract of employment or apprenticeship**
- 2) **Employed through an employment agency or through a sub-contractor**
- 3) **In the service of the State.**

### Meaning of Wages Act

For the purposes of the Act, the following payments are regarded as wages:

- 1) **Normal basic pay as well as overtime, if applicable**
- 2) **Shift allowances**
- 3) **Any fee, bonus or commission**
- 4) **Any holiday, sick or maternity pay**
- 5) **Any sum payable to an employee in lieu of notice of termination of employment**

The following payments are not regarded as wages:

- 1) Any payment of expenses incurred by the employee in carrying out his/her employment
- 2) Any payment of a pension, allowance or gratuity in connection with the death, retirement or resignation of the employee or compensation for loss of position
- 3) Any payment referable to the employees redundancy
- 4) Any payment to the employee otherwise than in his/her capacity as an employee
- 5) Any payment in kind or benefit in kind

### **Main Legally Acceptable Modes of Wage Payment**

- 1) Cheque- drawn on any of the commercial banks
- 2) Bank Draft
- 3) Payable Order Warrant-issued by a Minister of the Government, a public authority etc.
- 4) Postal Order, Money Order, Paying Order, issued by or drawn on An Post
- 5) Credit Transfer- to an account specified by the employee
- 6) Cash

Employers are required to make alternative arrangements for wage payment where a strike or other industrial action affects a financial institution, and as a result, cash is not readily available.

### **Right to a Written Statement of Wages/Payslip**

Employers must arrange that a written statement of wages be given to every employee with every payment of wages. If wages are paid by credit transfer the statement of wages should be given as soon as the credit transfer has taken place.

Each statement of wages must show the gross amount of the wages to the employee and itemise the nature and amount of each deduction. The Act places an obligation on the employer to treat the information contained in the payslip with confidentiality.

### **What deductions can be made from your wages?**

The Payment of Wages 1991 refers to situations where deductions are made from wages, or the employee is required to make a payment to the employer. Such a deduction or a payment is allowed where it is:

- Required by law, for example, PAYE and PRSI
- Allowed by the employee's contract- for example, trade union dues, pension contributions, and voluntary health insurance contributions
- With the written consent of the employee, given before the deduction is made
- To recover an overpayment of wages or expenses
- Arising from any disciplinary procedure, provided that the proceedings were held by virtue of a statutory provision, for example, the Garda Síochána Regulations
- Required by a court order- for example an attachment of earnings order in relation to a family law maintenance claim.

At the end of the Tax Year, December 31<sup>st</sup>, employees should receive a P60 form from their employers. This form sets out the gross amount of pay received plus the details of deductions for PAYE and PRSI. Employees have a legal right to this document. It is important and should be kept safely; as it may be needed to claim social welfare benefits or tax refunds.

### **Are employees entitled to a pension scheme?**

Yes. DCI can arrange for employees to contribute to a PRSA scheme with deductions from their monthly pay.

### **Records**

Records are required to be kept for a period of three years by the employer in the manner prescribed by S.I.473 of 2001, Organisation of Working Time Regulations, 2001. These records must be available for inspection by Labour Inspectors of the Department of Enterprise, Trade and Employment.

### **Disciplinary Procedure**

The purpose of the disciplinary procedure is to set out the steps to be taken when disciplinary rules are breached or where an employee's performance is unsatisfactory. The procedure is designed for the purpose of establishing the facts and arriving at a decision in conformity with the rules of natural justice and the principles of fair procedure.

There are four stages to the disciplinary procedure:

Stage 1: An Oral Warning

Stage 2: A Written Warning

Stage 3: A Disciplinary Hearing

Stage 4: An Appeal

In general, DCI's procedure is progressive, commencing at Stage 1 and where necessary proceeding through Stage 4. It arises in respect of, but not necessarily confined to, breaches of DCI's rule and code of conduct as set out in this handbook or the employment contract. DCI reserves the right to enter the disciplinary procedure later than Stage 1 if the offence is judged to be sufficiently serious and at Stage 3 in cases of gross misconduct which, if sustained, could render the employee liable to Summary Dismissal.

Where the allegation or suspected circumstances of Gross Misconduct require investigation, where appropriate DCI may suspend an employee with pay for the necessary duration of such investigations. Such a suspension, which will be for as short a period as possible, is not regarded as a form of disciplinary action or sanction.

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### Stage 1 An Oral Warning

Where an employee's performance or conduct is unsatisfactory they may be given a formal oral warning, which will be recorded by a note on the employee's personnel record. This warning will be disregarded after the completion thereafter of six month's satisfactory service.

### Stage 2 A Written Warning

If an offence is serious or if there has been no improvement following Stage 1 or if the offence recurs a written warning will be given. This warning will detail the nature of the complaint and the improvement which is required. A copy of this letter will be kept on the employee's personnel record and will be disregarded after the completion thereafter of twelve months of satisfactory service.

### Stage 3 A Disciplinary Hearing

If there is no satisfactory improvement or if further serious misconduct occurs a Disciplinary Hearing will be conducted by the Academic Director or Human Resources Manager where the circumstances warrant disciplinary sanctions up to and including dismissal may be imposed.

- i) An employee shall be notified in writing as to the date of the disciplinary hearing, the procedure to be followed, the nature of the complaint, the potential consequences for the employee should the complaint be maintained and of the right of the employee to be accompanied by a fellow employee at such meetings, if they so wish.
- ii) The employee shall be notified in writing as to the findings of such a disciplinary hearing within seven days of its conclusion and where appropriate be advised of the appeal procedure open to them.
- iii) Gross Misconduct giving rise to Summary Dismissal shall include but not be exclusive to the following:  
Gross negligence, incompetence, dereliction of duty, violence, dishonesty, criminal acts, fraud, inappropriate use of the internet, being under the influence of alcohol or non-prescribed drugs, failure to hold or to retain entitlement to the qualifications required for the position held.

### Stage 4 An Appeal

An employee may appeal the finding of a disciplinary hearing to the alternate director within three working days following receipt of same. Such notice of appeal to the alternate director must be in writing. The appeal, which will be heard within five working days of receipt of such notice, will take the form of a review of the findings of the Disciplinary Hearing. The employee will be entitled to make representations in support of such an appeal which may be made orally or in writing. If made orally, the employee is entitled to be accompanied, if they so wish, by a fellow employee. The alternate director's findings in relation of such an appeal, which shall be final, shall be notified to the employee in writing no later than five working days following the hearing of such appeal.

## Dismissal Policy

The employer has the right to dismiss an employee if there are substantial grounds to justify the termination of the employment due to any one of the following reasons. The employer must show that it resulted wholly or mainly from one or more of the following causes.

- 1) The capability, competence or qualifications of the employee.
- 2) The employee's conduct, (in regard to such issues as punctuality, reliability, respect for the rules, respect for the management of the company and other colleagues).
- 3) The redundancy of the employee. Should the employee's services no longer be required subject to availability of classes, the employer may terminate the employee's contract.
- 4) The fact that continuation of the employee would contravene another statutory requirement.
- 5) If there are any other substantial grounds for dismissal.

An employer who has dismissed an employee must, if asked, furnish in writing within 14 days the reason for the dismissal. Dismissals are deemed unfair under the Acts where it is shown that they resulted wholly or mainly from one or more of the following:

- I. The employee's trade union membership or activities, either outside working hours or at those times during working hours when permitted by the employer.
- II. The religious or political opinions of the employee
- III. The race or colour or sexual orientation of the employee
- IV. The unfairness of the employee for redundancy.
- V. The employee's pregnancy, attendance at anti-natal classes or any matters connected therewith.
- VI. The proposed exercise or exercise by the employee of the right to adoptive leave, under the Adoptive Leave Act, 1995.
- VII. The exercise or proposed exercise by the employee for the right to parental leave or force majeure leaves under the Parental Leave Act 1998.
- VIII. The age of the employee, provided they are over the legal age requirement.
- IX. The employee's membership of the travelling community
- X. The employee's rights or proposed exercise of rights under the National Minimum Wage Act 2000
- XI. The exercise or proposed exercise by the employee of the right to carer's leave under and in accordance with the Carer's Leave Act 2001.

Employees claiming dismissal due to (I), (VI), (V), (VII), (X), (XI) may bring an unfair dismissal claim even though they do not have a year's continuous service with their employer. It can also be construed as dismissal if a person's conditions of work are made so difficult that he or she feels obliged to leave. This is called Constructive Dismissal.

Employees may seek redress under the Unfair Dismissals Act, 1977 TO 2001, by referring a complaint to either a Rights Commissioner or the Employment Appeals Tribunal.

[https://www.lawreform.ie/fileupload/RevisedActs/WithAnnotations/HTML/EN\\_ACT\\_1977\\_0010.htm](https://www.lawreform.ie/fileupload/RevisedActs/WithAnnotations/HTML/EN_ACT_1977_0010.htm)

## Health and Safety

Under the Safety, Health and Welfare at Work Act 1989, every employer is required to prepare a safety statement for the workplace. This statement should contain an identification of hazards that are present in the workplace. In addition, it should contain an assessment of the risks arising from these hazards, and the steps that can be taken to deal with them. This statement should also contain the details of the people in the workplace responsible for safety issues. Employees should have regular access to this statement and employers should review it on a regular basis. **Employees are also required to take reasonable care for their own health and safety**, avail of any information and training provided by the employer and use machinery, tools and equipment properly. **All accidents and injuries which occur on the premises should be reported to the employer, who should record all details of the incident, even when the situation does not appear to be serious.** By doing this the employee will protect him/herself from a situation where an injury proves more serious than first thought, but the failure to report it means the employer has no record of the incident taking place. Reporting will help safeguard social welfare and other rights which may arise as a result of an occupational accident.

An employer is obliged to report to the Health and Safety Authority any accident that results in an employee missing **3 consecutive days** at work not including the day of the accident.

## Fire Drills

There will be regular fire drills operating in Dublin Cultural Institute for the purpose of Health and Safety Procedure. In Bachelors Walk, evacuees should exit the building by the nearest staircase. For the Canteen and Teachers' Room, Rooms 2, 4, and 6, this is the main staircase. There is also a fire escape at the bottom of the stairs that run along the back of the building at Rooms 6, 5, 3, and the Office Area. Evacuees from those rooms should use this fire escape. In Abbey Street, there is an emergency fire escape through the window in Room 1, but the main staircase should be used when it is not hazardous to do so.

Teachers are to account for all students present in the class that day in the form of a roll-call after exiting the building. That is why it is very important to fill out the attendance register "live" throughout each lesson of the day. In the event of an alarm sounding, evacuees make their way out of the building through the fire escapes in an orderly fashion. Under no circumstances is anyone to go back to the classroom to collect any personal belongings. The fire assembly point is located outside the old Tourist Office beside the school, where all staff and students will be told to wait until they are given the all-clear to return to class. [Currently this building is under refurbishment and will have to be renamed in documentation] There are clear instructions in every classroom.

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### APPENDIX A: JOB DESCRIPTION:

Title of Post	EFL Teacher
Overview	Delivery of programme
Reporting to:	Director of Studies (DoS)
Responsibilities	<ol style="list-style-type: none"> <li>1. Participate in the New Teacher Induction and familiarise yourself fully with the latest editions of the <i>Guide to Teaching at DCI</i> , Syllabus, and course materials:</li> <li>2. Prepare lessons in accordance with the prescribed learning outcomes laid out in the syllabus;</li> <li>3. Deliver contracted teaching hours;</li> <li>4. Adequately plan and prepare lessons in advance;</li> <li>5. Give equal attention to each of the four skills (Reading, Writing, Listening and Speaking) along with appropriate grammar and vocabulary input)</li> <li>6. Ensure learners are adequately prepared for the relevant external exam;</li> <li>7. Record learners' attendance and punctuality promptly and accurately;</li> <li>8. Ensure students conform to <i>DCI Code of Conduct</i> and consistently enforce policy regarding class management, lateness and leaving early.</li> <li>9. Issue and correct appropriate homework daily;</li> <li>10. Conduct formative and summative assessment and learner feedback in the accordance with the programme's assessment cycle;</li> <li>11. Maintain timely and accurate attendance, records of work and assessment records;</li> <li>12. Communicate and collaborate regularly with DoS other teachers teaching the same groups to ensure coherent delivery;</li> <li>13. Participate in regular planning meetings and Continuous Professional Development (CPD) sessions.</li> <li>14. Maintain professional and cordial relations with learners and colleagues.</li> </ol>
Key Performance Indicators	<ol style="list-style-type: none"> <li>1. Organisation: (punctuality, reliability, administration)</li> <li>2. Course Delivery: (syllabus, materials, exam preparation etc)</li> <li>3. Teaching Skills: (imparting language skills, classroom management, learner progression)</li> </ol>

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|  | 4. Teamwork: (communication, flexibility, adaptability.)<br>5. Professional Development:(Innovation, training, skills expansion) |  |
|--|--|--|