

## **Section 1: EMPLOYMENT**

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### **EQUAL OPPORTUNITIES**

NICVA commits itself to the Equal Opportunities Policy set out in Appendix 1.

Under its Equal Opportunities Policy NICVA commits itself to ensure that the talents and resources of employees are utilised to the full and that no employees or applicants for employment receive less favourable treatment on grounds which include gender, marital or family status, religious belief or political opinion, disability, race or ethnic origin, nationality, sexual orientation or age.

As an equal opportunities employer NICVA will to the best of its ability fulfil its legal obligations under the Fair Employment and Treatment (Northern Ireland) Order 1998 (as amended); Equal Pay Act (Northern Ireland) 1970 (as amended); Sex Discrimination (Northern Ireland) Order 1976 (as amended); Disability Discrimination Act 1995 (as amended); Race Relations (Northern Ireland) Order 1997 (as amended); Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003; Employment Equality (Age) Regulations (Northern Ireland) 2006; and other relevant legislation.

All NICVA employees have a responsibility to accept their personal involvement in the practical application of NICVA's Equal Opportunities Policy.

Employees shall be required in their work and attitudes within work to demonstrate their commitment and support for NICVA's Equal Opportunities Policy.

### **RECRUITMENT**

Recruitment of suitably qualified staff will be made from the widest practical field and in accordance with approved recruitment and selection procedures.

Internal applicants will be treated on a basis of full equality with external applicants.

#### **Exceptions to Open Recruitment Procedure**

Where because of restructuring, or where it is NICVA's intention to make a fixed term post permanent or to extend the fixed term, a vacancy needs to be filled, that vacancy will not be publicly advertised but will be filled by 'slotting'. Further details on 'slotting' are contained in 'Types of Posts within NICVA' below.

#### **Types of Posts within NICVA**

This statement defines the types of posts which do or may exist in NICVA, and sets out NICVA's current policy and practice with regard to filling these posts.

Types of posts in NICVA may be described as:

- (1) Established posts.
- (2) New posts.
- (3) Evolved posts.
- (4) Alternative employment.
- (5) Temporary replacement posts.

**(1) Established Posts**

An established post is one whether full-time or part-time which is recognised as forming part of NICVA's permanent core staffing. It will have come into existence as a new or evolved post. When a vacancy occurs in an established post, it will normally be filled by open recruitment in accordance with this handbook. NICVA staff will be informed of such vacancies and internal candidates will compete on equal terms with other candidates.

**(2) New Posts**

For a post to be designated a new post these conditions will require to be met to the satisfaction of the Resources Committee:

- (i) The area of work from which the need for the post arises has not previously existed within NICVA's activities.
- (ii) The area of work has previously existed but has been undertaken by an employee to the extent that it clearly constituted a minor part of their workload.
- (iii) The resources to enable the post to be created have been identified and are guaranteed for at least one year.

When a new post is created it shall be filled by open recruitment as in paragraph (1) above.

**(3) Evolved Posts**

Evolved posts are those which have reached the status of established posts through a progression from a post arising from restructuring or a fixed-term post becoming permanent.

**Policy on filling evolved posts**

When a post arises from a restructuring, the procedure which was used for the first time on 1 April 1985 with the transition of NICSS to NICVA, was by agreement with the recognised union at that time, that posts which although given new designations wholly or mainly encompassed duties previously undertaken by NICSS postholders were filled by 'slotting' the existing postholders into the newly designated posts. It is envisaged that this policy should remain, though the necessity to operate it should occur infrequently.

The decision to make permanent a fixed-term post will be taken by the Resources Committee in agreement with the union. Recruitment to the post, if decided upon, will be as in paragraph (1) above unless an employee has

occupied a fixed-term post continuously for not less than one year, and if that fixed-term post is to be made permanent or is to be extended for a further fixed-term, then that employee shall be automatically 'slotted' to the permanent or extended post.

### **Evolved posts of a higher grade**

Where a post arises from restructuring but is of a higher grade than the previous post, and requires significant additional duties or responsibilities, then the postholder will be asked to declare an interest in the post, and outline how they meet the essential criteria.

If the employee satisfactorily meets the criteria they will be interviewed for the position. If the employee satisfactorily demonstrates the required competency, they will be offered the post.

## **(4) Alternative Employment**

### **Equal grade**

Where a fixed-term post is coming to an end and a similar post of the same grade, permanent or fixed term becomes available, the employee (provided they have been employed continuously for not less than one year) will be asked to declare an interest in the post, and outline how they meet the essential criteria. If the employee satisfactorily meets the criteria, they will be offered the post as alternative employment and 'slotted' into the post.

### **Higher grade**

Where a fixed-term post is coming to an end and a similar post of a higher grade, permanent or fixed term becomes available, the employee (provided they have been employed continuously for not less than one year) will be asked to declare an interest in the post, and outline how they meet the essential criteria.

If the employee satisfactorily meets the criteria, they will be interviewed for the position. If the employee satisfactorily demonstrates the required competency they will be offered the post as alternative employment.

### **Trial Period**

However, where the post as this is a post of a higher grade or significantly different from the current post a trial period will apply.

An employee who accepts an offer of suitable alternative employment will undergo a trial period in accordance with Section 138 of the Employment Rights Act 9 (ERA) 1996.

Where an offer of alternative employment has been made which involves a different type of work or different terms of employment, the employee will be entitled to a four weeks trial period in the new job commencing from the day that they commence their new duties. Where

the duties of the new post necessitate some retraining, the trial period can be extended by written agreement specifying the new end date. The purpose of the trial period is to give employees the opportunity to decide whether the new role is suitable and for NICVA to assess the employee's suitability for the role.

An employee who resigns during the trial period will not be entitled to a redundancy payment unless the resignation is shown to be reasonable

### **Internal competition**

If more than one staff member's employment is in danger, arising from restructuring, redundancy or the ending of fixed-term contracts, then the post or posts shall be open to internal recruitment. Employees whose employment is at risk and who meet the criteria of the post or posts (provided they have been employed continuously for not less than one year), will be asked to declare an interest and outline how they meet the criteria. If more than one employee meets the criteria and declares an interest in the post/s, then the post/s will be open to internal competition and filled in line with NICVA's recruitment policy.

### **(5) Temporary Replacement Posts**

Where because of staff absences for maternity, medical or other reasons, it becomes necessary to recruit temporary replacements, open recruitment will apply only where it is known that the vacancy is for a period in excess of six months.

Where it is known that the vacancy is for six months or less, open recruitment will not apply. The procedures which will apply are described under the section Recruitment of Temporary Staff (see below).

### **Recruitment of Temporary Staff**

When, because of staff absences for medical or other reasons, it becomes necessary to recruit temporary replacements, the following principles and procedures will apply:

- (1) Where it is known that the vacancy will be for a period in excess of six months, it will be publicly advertised and will be filled in accordance with NICVA's Recruitment and Selection procedures.
- (2) Where the vacancy is known to be or reasonably appears to be for six months or less, NICVA will fill the vacancy by such procedure as has regard to the need for urgency and cost effectiveness, and is consistent with the Fair Employment and Treatment Order 1998 and other relevant legislation.

- (3) This procedure will include placing advertisements on Communityni, in Training and Employment Agency outlets and/or contacting a recruitment agency.
- (4) Any vacancy of six months or less will be notified to the union. Before the procedure outlined above is initiated, NICVA and UNISON will agree on the duties and rate of pay appropriate to the temporary post.

### **Recruitment of Volunteers and Placement of Students**

It will be open to NICVA to recruit a volunteer or volunteers to undertake specific projects. When NICVA proposes to recruit a volunteer, the line manager responsible for that area of work and the Human Resources Manager will discuss and agree the duties of the volunteer and the duration of volunteering with the union.

When the recruitment of a volunteer/volunteers has been agreed:

- (1) All NICVA staff will be notified.
- (2) NICVA's 'Guidelines for Volunteers' (Appendix 2) will apply.

The above procedure will be followed in the case of student placements, except that 'Guidelines on Student Placements' (Appendix 3) will apply.

### **Recruitment of Student or Graduate Placements**

It will be open to NICVA to recruit student or graduate placements where a development opportunity arises or to undertake specific projects. When NICVA proposes to recruit a student or graduate placement, the line manager responsible for that area of work and the Human Resources Manager will discuss and agree the duties and the duration of the placement with the union.

When the recruitment of a student or graduate placement has been agreed:

- (1) All NICVA staff will be notified.
- (2) NICVA's 'Guidelines on Student or Graduate Placements' (Appendix 3) will apply.

### **Canvassing**

Canvassing in any form by or on behalf of any candidate for paid employment with NICVA will, if proven, disqualify that candidate from further consideration for the vacant post.

Canvassing will be deemed to be any attempt by any person to exert by word or action, whether direct or indirect, influence in favour of a particular candidate.

Any instance of actual or alleged canvassing will be reported to the Human Resources Manager who will upon investigation refer the matter for adjudication to a

group consisting of the Chief Executive, Director of Corporate Services, Chairperson of the panel and staff representative of the UNISON staff section. The decision of this group will be final.

Canvassing undertaken by a member of NICVA's staff will, if proven, be deemed to constitute misconduct and will be dealt with under the Disciplinary Procedure set out in Appendix 24.

Canvassing undertaken by a member of NICVA's Executive Committee will, if proven, be referred to the Executive Committee for such action as it may deem appropriate.

Enquiries from potential candidates seeking information about an advertised post will not constitute canvassing, whether or not NICVA has indicated in its advertisement that enquiries may be made. All such enquiries will be referred in the first instance to the Human Resources Manager who may further refer them to another member of staff.

## **Job Description**

The title, line manager and main duties of each NICVA post will be set out in a job description. Before recruitment to a newly created post, the job description and personnel specification will be discussed and agreed with UNISON. Where revisions to an existing job description are proposed, the draft will be discussed and agreed with UNISON before implementation.

## **SERVICE**

### **Written Statement of Conditions of Employment**

Following appointment to NICVA's staff, an employee will receive, as soon as practicable and in any event not later than eight weeks from the date of commencement of employment, a written statement of the Terms and Conditions applicable to the individual's particular post.

### **Probationary Period**

New appointments will initially be for a six months' probationary period. Temporary posts of one year or less will have a pro rata probationary period. Appointments made from within NICVA's existing staff will not be subject to a probationary period, with the exception of placements, whose probationary period will be at the discretion of the Chief Executive. Upon the satisfactory completion of a probationary period as judged by the Chief Executive upon advice from the appropriate Director, the post will be made permanent or for such fixed term as has been previously notified.

NICVA recognises its obligations to ensure that each employee during their probationary period is fully assisted in understanding and becoming familiar with the demands of their post and that any problems and difficulties are thoroughly discussed as they arise (refer to NICVA Induction Procedure below for further information).

Where an employee has not met the required performance, conduct or capability of their duties within the initial probationary period, NICVA may choose to extend the probationary period.

This extended period is designed to allow the employee an opportunity to improve the area of their performance or attitude as identified by their line manager as falling below the required standard.

During this time the employee will be provided with all the necessary support and assistance they require to improve their performance. This will take the form of monthly supervision meetings with their line manager, after which feedback in writing will be given to the employee, including any outstanding issues or risk to employment. A copy of this should also be passed to Human Resources.

If the performance, conduct or capability during this time does not improve to the required standard or at a satisfactory rate, the employee will be informed of this and the extended probationary period may be extended further or discontinued. Therefore NICVA reserves the right to terminate the employment of any employee at the end of or at any time within any specified probationary period.

## **Induction**

To ensure that a newly appointed employee receives maximum support, all new employees will participate in an induction procedure commencing on their first day of employment and lasting for such period as the relevant Director will consider appropriate. NICVA's Induction Procedure is set out in Appendix 5.

## **Fixed-Term Contracts**

Certain staff may be engaged on contracts with a fixed termination date but the contract may be subject to a specified extension dependent on the duration and continuance of the project or duties for which the employee was originally engaged. In the event that a fixed termination date contract is extended or a further contract entered into, the new contract will specify that service with NICVA commenced on the date of the first appointment.

## **Other Paid Employment**

There may be occasions when members of staff wish to undertake paid employment which is outside their contract of employment with NICVA. It is NICVA policy that any such work should neither compete with the services provided by NICVA nor contravene NICVA's Mission, Vision and Values. When any outside

employment is contemplated, members of staff should seek approval from the Chief Executive. Approval will not normally be withheld from staff provided that this work does not impair the efficiency of their employment with NICVA.

When staff in normal working hours undertake duties on NICVA's behalf for which payment is made, all fees should be paid to NICVA (refer to Section 9 - Membership of Boards or Committees).

### **Safeguarding of Existing Staff**

Where an employee under their existing contract of service enjoys better conditions of service or is receiving a higher salary than that applied to the grading of their post under these conditions of service, such better conditions or higher salary will be preserved in their case. Otherwise these conditions will apply in their entirety. Any such advantage will not increase above its present level, until conditions of service for staff as a whole have equalled it. This is sometimes referred to as 'red circling'.

## **SECONDMENT**

NICVA recognises that circumstances may arise where it is in the interests of NICVA or of individual members of staff that:

- (1) Staff are seconded from an outside employer to placement within NICVA.
- (2) NICVA staff are seconded to an outside employer.

No secondment to or from NICVA staff will take place without the fullest consultation with and agreement by UNISON. Where a member of NICVA's staff is seconded to an outside employer, it will be understood that:

- (1) The seconded employee's employment rights with NICVA will be fully safeguarded throughout the period of their secondment.
- (2) The period of secondment will not exceed three years.

NICVA's secondment policy and procedures arising therefore are set out in Appendix 6.

## **JOB SHARE**

NICVA supports the principles of job sharing in order to provide opportunities for those requiring part-time work for domestic and other personal reasons and as part of NICVA's commitment as an Equal Opportunities employer. Full details of NICVA's job share policy are available in Appendix 7.