

**MANAGEMENT
STATEMENT &
FINANCIAL
MEMORANDUM**

BETWEEN

**THE DEPARTMENT FOR
EMPLOYMENT AND
LEARNING &**

**THE WORKERS'
EDUCATIONAL
ASSOCIATION**

WORKERS' EDUCATIONAL ASSOCIATION (Northern Ireland)

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WEA MANAGEMENT STATEMENT

1. INTRODUCTION.

1.1 This document

- 1.1.1 This management statement and its associated financial memorandum have been drawn up by the Department for Employment and Learning (DEL) in consultation with the Workers' Educational Association (WEA), currently of 1 Fitzwilliam Street, Belfast BT9 6AW.
- 1.1.2 This management statement and financial memorandum have been approved by the Department for Employment and Learning (DEL), the Department of Finance and Personnel (DFP) and by the Public Service Reform Unit of the Office of the First Minister and Deputy First Minister (OFMDFM).
- 1.1.3 Taken together, the management statement and financial memorandum set out the broad framework within which WEA will operate, in particular:
- the rules and guidelines relevant to the exercise of WEA's functions, duties and powers;
 - the conditions under which any public funds are paid to WEA;
 - how WEA is to be held to account for its performance.
- 1.1.4 The financial memorandum sets out in greater detail certain aspects of the financial provisions that WEA is required to observe.
- 1.1.5 The documents are to be reviewed by DEL at least every third year.
- 1.1.6 WEA or DEL may propose amendments to either document at any time. DEL will determine what changes, if any are to be incorporated. Legislative changes will take precedence over any part of this document. Significant variations to this document will be cleared with the Department of Finance and Personnel (DFP) and the Public Service Reform Unit of the Office of the First Minister and Deputy First Minister (OFMDFM).
- 1.1.7 Any question regarding the interpretation of this document shall be resolved by DEL after consultation with WEA.
- 1.1.8 Copies of this document and any subsequent substantive amendments will be placed in the Official Publications Department, the Main Library at Queens University, Belfast and the WEA website. Copies will also be made available to members of the public on request.

1.2 Founding legislation; status of WEA

1.2.1 The WEA is a company limited by guarantee and not having a share capital under the Companies (Northern Ireland) Orders 1986 to 1990 and is a registered charity. The constitution of the WEA is set out in its Memorandum and Articles of Association.

1.3 The functions, duties and powers of the WEA.

1.3.1 The WEA is established to promote adult education in Northern Ireland based on the democratic principles in its organisation and practice through the participation of its voluntary members.

1.3.2 The functions, duties and powers of WEA are contained in the Memorandum of Association (**Appendix 1**)

2 AIMS AND OBJECTIVES AND TARGETS.

2.1 Overall aim.

2.1.1 The Management Committee has approved the following overall aim for WEA:

“We will make learning accessible to all men and women, especially those most removed from the educational experience. As well as offering opportunities to individuals we will assist those who wish to work collectively for the benefit of their communities and for the good of society as a whole.”

2.2 Key objectives and targets.

2.2.1 The Department’s main aims and objectives are reflected in the commitments and targets set out in the Public Service Agreement (PSA) and this provides a framework within which the objectives and targets of WEA are set.

2.2.2 The Management Committee has approved the following key objectives for WEA:

- Building Communities - We will offer learning opportunities that assist collectives to develop. Our aim is to support those working together to create a more cohesive society;
- Essential Skills - We will offer learning opportunities that provide participants with the core skills in literacy, numeracy and information technology that are an essential part of everyday life;

- Workplace learning – We will offer programmes that reach into the workplace and provide opportunities to workers who have felt excluded from learning;
- Creative Learning – We will offer programmes that harness the creative spirit in each of us;
- Women’s Learning – We will offer programmes of learning and support that enable women to play a full part in the life of our society at all levels;
- Computer Based Learning – We will offer programmes that will enable the most marginalised to access the new technologies for learning.

2.2.3 The key performance targets relating to the objectives are to be set out in the WEA’s corporate and business plans (see Section 4 below).

2.2.4 Additionally, the Department has entered into a 3 year Compact (contract) with the WEA. This Compact sets out key objectives, performance measures and targets for the period 1st April 2002 – 31st March 2005.

3 RESPONSIBILITIES AND ACCOUNTABILITY.

3.1 The Permanent Secretary of the Department for Employment and Learning (DEL).

3.1.1 The Permanent Secretary, as DEL’s Principal Accounting Officer, is responsible for the overall organisation, management and staffing of DEL and for ensuring that there is a high standard of financial management in DEL as a whole. In particular:

- he is responsible for ensuring that the financial and other management controls applied by DEL to WEA are appropriate and sufficient to safeguard grant-in-aid, and for monitoring WEA’s compliance with those controls;
- he must be satisfied that the internal controls applied by WEA conform to the requirements of regularity, propriety and good financial management;
- he is accountable to the Northern Ireland Assembly (NIA) for the issue of grant-in-aid and for ensuring that the grant-in-aid is within the ambit and amount of the vote and the authority of the NIA has been sought and given.

3.2 The sponsoring division of DEL.

3.2.1 Within DEL, Further Education & Learning Policy Division is the sponsoring division for WEA. The Division is the primary source of advice to the Permanent Secretary on the discharge of his responsibilities in respect of WEA, and the primary point of contact for WEA itself within DEL regarding grant-in-aid.

3.2.2 The main functions of the sponsoring division are:

- to advise the Permanent Secretary on an appropriate budget for WEA within DEL's overall public expenditure provision, and on appropriate performance targets for WEA;
- to monitor and review WEA's performance against targets as set out in the Compact which is valid for the period 1 April 2002 to 31 March 2005, and to submit advice to the Permanent Secretary as appropriate, and to take action where appropriate.
- to communicate relevant Northern Ireland Assembly policy to WEA and advise on the interpretation of that policy; and to issue specific guidance to WEA as necessary.

3.3 The Director of the WEA.

3.3.1 Subject to the provisions of the Orders, the Secretary (Director) of the Company shall be appointed by the Committee for such term, at such remuneration and upon such conditions as it may think fit; (subject to current employment and equality legislation) and any secretary (director) so appointed, may be removed by it.

3.3.2 The Director of WEA is personally responsible to the Management Committee for:

- ensuring that the strategic objectives of the Association are realised in practice;
- ensuring that the Management Committee is properly briefed and advised;
- the general oversight of the Association's finances, staffing and voluntary structures;
- ensuring that the educational provision is of the highest standard;
- ensuring that voluntary effort is properly supported;

- ensuring that the Association is able to access the resources it needs to meet its objectives.
- 3.3.3 As the WEA's Accounting Officer, the Director of the WEA is personally responsible for propriety and regularity in the management of grant-in-aid for which he has charge and for the day to day operations and management of the WEA. He/she is responsible for ensuring that all such funds made available by the Department are used for the purpose for which they are intended.
- 3.3.4 He/she should act in accordance with the terms of this management statement and the accompanying financial memorandum and the instruction and guidance in Government Accounting in Northern Ireland (GANI) and ensure that such other instructions and guidance as may be issued from time to time by the Department, the Department of Finance and Personnel and Public Service Reform Unit of the Office of the First Minister and Deputy First Minister (OFMDFM), where they apply, are met.
- 3.3.5 The Director, in conjunction with the chair, should ensure that the chairman and all members of the Board, when taking up office are fully briefed on the terms of their appointment and on their duties, rights and responsibilities, including the requirements of company law.
- 3.3.6 Specific duties of the Director/senior official are appended (**Appendix 3**).
- 3.3.7 The WEA has published an "Appeals Procedure for Learners" which clearly sets out what service learners can expect. This document is available to all students and has been developed in conjunction with the WEA management committee which is representative of learners.
- 3.4 WEA's Management Committee
- 3.4.1 The Management Committee is ultimately accountable to DEL for the activities and performance of WEA with regard to grant-in-aid.
- 3.4.2 Details of Management Committee responsibilities are appended (**Appendix 2**).
- 3.4.3 At each alternate General Meeting of the Company, all the Committee members shall retire from office, but shall be eligible for re-election to the Committee. Nominations for membership of the Management Committee are sought from all membership categories of the WEA. (Members are subscribers to the Memorandum of Association and such other persons and organisations as the Committee admits into membership).

- 3.4.4 Membership shall not be denied to any adult person on the grounds of religious belief, natural origin, sex, age, status, colour or race. Nominations for places on the committee must be received by head office no less than seven clear days before the date appointed for the Annual General Meeting. Such nominations must be in writing and must be signed by a member duly qualified to attend and to vote at the Annual General Meeting, and should also be signed by the nominee stating their willingness to serve on the Committee.
- 3.4.5 The Committee shall have power at any time to appoint any person to be a member of the Committee, either to fill any casual vacancy or as an addition to the existing Committee, provided that the total number does not at any time exceed the number fixed in accordance with the Articles of Association. Any member of the Committee so appointed shall hold office only until the next following Annual General Meeting at which elections take place, and shall then be eligible for re-election.
- 3.4.6 The office of member of the Committee shall be vacated if the member of the Committee is subject to disqualification in accordance with the Articles of Association.
- 3.4.7 The Chair and committee members have corporate responsibility for ensuring that WEA complies with any statutory or administrative requirements for the use of public funds. Other important responsibilities of the chair and committee members are:
- ensuring that high standards of corporate governance are observed at all times;
 - establishing the overall strategic direction of the organisation within the policy and resources framework agreed with the responsible Department;
 - ensuring that the Committee operates within the limit of its statutory authority and any delegated authority agreed with its sponsor department, and in accordance with any other conditions relating to the use of public funds;
 - ensuring that, in reaching decisions, the Committee has taken into account any guidance issued by DEL;
 - appointing a Director or senior full time official to WEA.
- 3.4.8 Members of the Committee (including the Chairman) must not give the Director/senior full time official instructions which conflict with the latter's duties as WEA's accounting officer.

4 PLANNING, BUDGETING AND CONTROL.

4.1 The corporate plan.

4.1.1 WEA will submit annually to DEL a corporate plan covering three years ahead. A Compact will already have been agreed with DEL on the issues to be addressed. The plan will set out the following:

- key objectives, associated key performance targets and strategy for achieving these;
- a review of expenditure and income;
- a forecast of expenditure and income;
- any other information which will impact on the performance in the coming year.

4.2 The business plan

4.2.1 The annual business plan will describe how the WEA will address the issues and meet the goals set out in the Corporate Plan. It will provide detailed projections for the coming year and will include performance targets and budgets.

4.3 Publication of plans

4.3.1 The corporate and business plans will be available to the public on request.

4.4 Performance against key targets

4.4.1 WEA will operate management information and accounting systems which enable it to review its financial and non-financial performance with regard to grant-in-aid and targets as detailed in the Compact.

4.4.2 WEA's performance against key targets in the Compact will be reported to DEL on a quarterly basis as prescribed in the Compact. Overall performance will be formally reviewed annually by officials of DEL. Departmental Officials will meet the Board formally each year to discuss WEA's performance with regard to the Compact, its current and future activities and any policy developments relevant to those activities.

4.4.3 WEA's performance against key targets will be reported in WEA's annual report and accounts (see Section 5 below).

4.5 Budgeting procedure

4.5.1 Each financial year DEL will send to WEA a formal statement of its financial provision as approved by the Permanent Secretary, together with a statement of any change in policies affecting WEA in the coming financial year. The notified provision will be subject to Assembly approval and will represent a cash limit.

4.5.2 As part of its business plan, and taking account of its approved financial provision, WEA will prepare a budget of estimated payments and receipts, including a profile of expected expenditure and of draw-down of any grant in aid over the year.

4.5.3 Once the budget has been approved by DEL and subject to any restrictions imposed by Statute/any direction by the Assembly/ this Management Statement/Financial Memorandum, WEA will have authority to incur expenditure approved in the budget without further reference to DEL, on the following conditions:

- WEA will comply with the delegations set out in **Appendix 4** to this document. These delegations may not be altered without the prior agreement of DEL;
- inclusion of any planned and approved expenditure in WEA's budget will not remove the need to seek formal DEL approval where any proposed expenditure is outside the delegated limits or is for new schemes not previously agreed, as per the Compact;
- WEA will provide DEL with such information about its operations, performance, individual projects or other expenditure as DEL may reasonably require;
- WEA will notify DEL quarterly and formally if it becomes apparent at any time that an overspend of the estimates of its expenditure over the year is likely to occur;
- WEA will notify DEL if it is likely to underspend by more than the equivalent of 2 per cent of its total grant in aid.

4.5.4 WEA will also provide DEL with:

- a financial statement each year showing for each main budget heading the payments made and any receipts received in the previous month, together with the accumulated net payments to date and the balance of cash remaining available to WEA for the year;

- an analysis each year of financial outturn against forecasts of expenditure and income, indicating proposed action when necessary;

4.6 Internal audit

- 4.6.1 The WEA Management Committee has overall responsibility for the financial health of the organisation and approves the annual budget. A monthly financial report is presented to the Management Committee. Senior staff monitor and control the organisation-wide finances on a regular basis. Funding applications over the level of £50,000 come before the Management Committee for approval. In addition, DEL, or its representatives, reserves a right of access to carry out independent reviews of internal audit.
- 4.6.2 Each area of WEA activity has its own budget and Programme Managers are responsible for managing them and reporting to Senior Management and Management Committee.
- 4.6.3 WEA accounts are cost centered according to funders.
- 4.6.4 WEA shall make arrangements for the internal audit of the organisation to ensure the internal control systems are effective, efficient and not excessive.
- 4.6.5 The Internal Audit annual report must be copied to DEL. Individual audit reports and responses to them should also be sent to DEL.

5. **EXTERNAL ACCOUNTABILITY**

5.1 The annual report and accounts

- 5.1.1 After the end of each financial year WEA shall publish a summary statement detailing its activities, together with its audited annual accounts.
- 5.1.2 The report and accounts will comply with Company law which requires the Management Committee to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company. The financial statements are prepared under the historical cost convention as modified to include the revaluation of the freehold buildings. The financial statements are prepared in accordance with applicable accounting standards.
- 5.1.3 The report and accounts will outline WEA's main activities and performance during the previous financial year and will be submitted to DEL. The report will also set out in summary form, WEA's forward plans.

5.2 External audit

5.2.1 WEA's accounts will be audited by their commercial auditors and WEA shall submit the audited accounts to DEL. In addition, the C & A G will have access to the books and records of WEA in order to follow up any concerns over matters of regularity and propriety and to carry out examinations into the economy, efficiency and effectiveness with which WEA has used its resources in discharging its functions.

5.3 External audit procedures

5.3.1 The report and accounts will be submitted to DEL for Ministerial approval.

5.3.2 Information on performance against key financial targets will be included in the notes to the accounts, and will therefore be within the scope of the audit.

5.3.3 WEA will instruct its auditors to send copies of all management letters and correspondence relating to those letters to the Permanent Secretary of DEL, to whom WEA's replies should also be copied.

6 STAFF MANAGEMENT

6.1.1 Within the arrangements approved by the Department, WEA will have responsibility for recruitment, retention motivation and remuneration of its staff.

6.1.2 WEA will ensure that:

- the recruitment of staff is based on fair and open competition and equal opportunities;
- the level and structure of its staffing, including gradings and numbers of staff, is appropriate to its functions and the requirements of efficiency, effectiveness and economy;
- the performance of staff at all levels is satisfactorily appraised;
- its staff are encouraged to acquire the appropriate professional, management and other expertise necessary to achieve WEA's objectives;
- proper consultation with staff takes place;
- adequate grievance and disciplinary procedures are in place.

6.1.3 Recruitment, Appraisal, Grievance, Disciplinary and Parental Leave Procedures are appended (**Appendix 5**)

WEA - FINANCIAL MEMORANDUM

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WEA FINANCIAL MEMORANDUM

A1. INTRODUCTION

- A1.1 This financial memorandum supplements the management statement. It sets out in greater detail certain aspects of the financial framework within which the Workers' Educational Association (WEA) is required to operate with regard to any public funds from the Department for Employment & Learning (DEL). The memorandum must be read in conjunction with the management statement.
- A1.2 The terms and conditions set out in this memorandum may be supplemented by guidelines or directions issued by DEL.
- A1.3 WEA must satisfy the conditions and requirements set out in this memorandum and in the management statement, together with such other conditions as DEL may from time to time introduce, following consultation, in order to continue to be entitled to grant in aid.

A2. WEA's INCOME

A2.1 Grant/grant in aid

- A2.1.1 Grant/grant in aid will be paid to WEA in monthly instalments, in arrears, on the basis of a written request.
- A2.1.2 WEA's application should be signed by WEA's Finance Officer, or by a person notified by him/her to DEL as authorised to sign on the Finance Officer's behalf.
- A2.1.3 The application should certify that conditions applying to the use of grant in aid have been observed to date, including the condition that grant in aid should not be used to fund provision delivered outside Northern Ireland and that further grant in aid is now required for purposes appropriate to WEA's functions.
- A2.1.4 Applications for payments exceeding £50,000 should be countersigned by the Director and Assistant Director of Finance of the WEA.

A2.2 Fees and charges [if applicable]

- A2.2.1 Fees for certain courses will be charged. The Management Committee will determine the rates on an annual basis.

A2.2.2 DEL will keep a record of, and monitor, the level of fees and charges made to make sure they are appropriate. WEA will submit a fees and charges return to DEL on an annual basis.

A2.3 Proceeds from sales of land and buildings

A2.3.1 Disposals of land and buildings are dealt with in Section A7.2 below.

A2.4 Receipts in year

A2.4.1 Receipts must be issued for all monies received and copies retained on file. All income received by WEA must be recorded in an income ledger maintaining the original money, date received, receipt voucher number and the date money is credited to the relevant WEA account. This ledger must reconcile with WEAs lodgement book and bank statement for that period.

A2.5 Gifts and bequests received

A2.5.1 WEA is free to retain any gifts, bequests or similar donations. These will be treated as receipts. WEA must keep a written record of gifts, bequests and donations, given and received, and of their estimated value and whether they are disposed of or retained.

A3 WEA's EXPENDITURE - GENERAL PRINCIPLES

A3.1 Expenditure not proposed in the budget

A3.1.1 WEA shall not, without prior DEL approval, enter into any undertaking to incur any expenditure not provided for in the annual budget approved by DEL.

A3.2 Value for money

A3.2.1 Procurement of works, equipment, goods and services should be based on value for money, ie quality (in terms of fitness for purpose) and delivery against price. Where appropriate, a full option appraisal should be carried out before procurement decisions are taken.

A3.3 Competition

A3.3.1 Contracts shall be placed on a competitive basis, and the lowest cost tender accepted, unless there are good reasons to the contrary. Where this is not the case, the reasons for this decision should be clearly documented. Contracts should be reviewed and renegotiated at regular intervals. DEL must be consulted beforehand and approve every proposal to let single tender or restricted contracts valued at over £1,500.

A3.3.2 The following thresholds should apply:

- for expenditure less than £1,000 - minimum of 1 quotation;
- for expenditure £1,001 - £10,000 - minimum of 3 quotations;
- for expenditure £10,001 - £20,000 - minimum of 4 quotations;
- for expenditure over £20,000 - public advertisement.

The thresholds are inclusive of VAT. Any purchases above the European Purchasing thresholds must comply fully with Public Procurement Procedures.

A3.3.3 WEA shall send to DEL, not later than September after the end of each financial year, an exception report for that year, with reasons, listing those cases with a cost above £1,000 in which competitive tendering was not employed or in which the lowest tender was not accepted.

A3.3.4 Wherever practicable WEA shall expose activities undertaken by its own employees to outside competition and arrange for them to be contracted out where this would provide improved value for money.

A3.4 Prudence

A3.4.1 WEA shall take all reasonable steps to appraise the financial standing of any firm or other body with which it intends to enter into a contract.

A3.5 Timeliness in paying bills

A3.5.1 WEA should collect receipts and pay all matured and properly authorised invoices in accordance with the terms of contracts or within 30 days.

A3.6 Novel, contentious or repercussive proposals

A3.6.1 WEA must obtain the approval of DEL before:

- incurring any expenditure for any purpose which is or might be considered novel or contentious, or which has or could have significant future cost implications, including on staff benefits, if this has not been allowed for within the terms of the Compact;

A3.6.2 WEA must also obtain the approval of DEL:

- before making any significant change in the scale of operation or funding of any initiative or particular scheme previously approved by DEL;

- before making any change of policy or practice which has wider financial implications or which may significantly affect the future level of resources required.

A3.7 Theft and Fraud

A3.7.1 DEL must be informed immediately of all cases of theft or fraud, or suspected theft or fraud, which are discovered, together with full details of the circumstances of the case and any action proposed or taken against the individual concerned, together with any steps taken to avoid recurrence. **Appendix 4 (Part 2)** refers.

A4. EXPENDITURE ON STAFF

A4.1 Staff costs

A4.1.1 Subject to its delegated levels of authority and the Compact, WEA will ensure that the creation of any additional posts does not incur forward commitments which will exceed its ability to pay for them.

A4.2 Pay and conditions of service

A4.2.1 The scales used by the WEA were adopted following a BDS salaries review. Any changes to the scales would be as a result of union negotiations. WEA uses FE Management Scale (points 4-9 and 14-19) for the Senior Management Team, FE Senior Lecturer Scale (points 0-7) for Programme Managers and FE Lecturer Scale (points 7-13) for Development Officers.

Educational staff are paid a car allowance (currently £1475 per annum). Mileage is paid to all staff at the rate of 45.94p per mile (up to 11,000) per annum and 1.91p per mile for mileage over 11,000 per annum.

The three grades of Administrative staff are on National Joint Council scales.

A4.2.2 WEA terms and conditions of service are appended (**Appendix 5**)

A4.3 Pensions, redundancy/compensation

A4.3.1 WEA's staff will normally be eligible for pensions as admitted members of the Pensions Trust or, by agreement, the WEA may make an equivalent contribution to a private fund.

A4.3.2 Any proposal by WEA to move from the existing pension arrangements, or to pay any redundancy or compensation for loss of office, requires the approval of DEL.

A5 EXPENDITURE OTHER THAN ON STAFF

A5.1 Capital expenditure

A5.1.1 Capital expenditure is defined as expenditure on new construction, land, extensions or alterations to existing buildings and the purchase of any other fixed assets (eg machinery and plant) including vehicles with an expected working life of more than one year.

A5.1.2 WEA may spend up to £50,000 on individual capital items or projects; beyond that delegated limit DEL's prior authority must be obtained before expenditure is incurred.

A5.1.3 Applications to DEL for approval of large-scale projects should be supported by formal notification that appropriate consideration has been given, and the project duly authorised, by the Board. Regular reports on the progress of such projects should be submitted to DEL.

A5.1.4 Where a capital project is being planned by WEA, it must firstly be subject to a suitable investment appraisal process. An investment appraisal itself uses up resources, the effort that should go into appraisal, and the detail to be considered, is a matter for case by case judgement, but the general principle is that the resources to be devoted to appraisal should be in proportion to the scale of the project.

A5.2 Virement

A5.2.1 Subject to the immediately following paragraph, WEA may reallocate (vire) funds between the headings in its budget without DEL's prior agreement, provided the reallocation is in line with the aims of the organisation as agreed in the compact. However, the running costs/administration heading may not be increased without DEL's agreement.

A5.3 Borrowing, lending, guarantees, indemnities and contingent liabilities (including letters of comfort).

A5.3.1 WEA shall not, without DEL's prior written consent, borrow (including temporary borrowing such as prearranged overdraft facilities), lend money, charge any asset or security, give any guarantee or indemnities or letters of comfort, or incur any other contingent liability (as defined in Government Accounting Northern Ireland (GANI)) whether or not in a legally binding form.

A5.4 Grants or loan schemes

A5.4.1 If DEL provides written consent to borrowing then DEL expects WEA to explore various sources for borrowing in order to ensure the most competitive terms and rates. Before entering into any borrowing facility arrangement, WEA must be satisfied that the following conditions can be met:

- any risks or uncertainties surrounding the borrowing and the purpose for which the sum borrowed is to be used, together with any long-term implications for the WEA finances have been properly considered and analysed;
- the acquisition or activity in relation to which the borrowing is proposed will realise an appropriate rate of return, taking account of both revenue savings and generated income;
- WEA will be able to repay the sum borrowed and pay interest without an increased level of funding from the Department;
- the ability of WEA to maintain financial viability will not be impaired as a result;
- WEA must inform DEL if total borrowing exceeds 5% of grant-in-aid.

A5.5 Gifts, write-offs losses and other special payments.

A5.5.1 Proposals for making gifts or other special payments including write-offs outside WEA's delegated limits must have the prior approval of DEL.

A5.5.2 WEA has delegated powers to incur expenditure on these items only to the extent specified in **Appendix 4** to this document. In all other instances - and in any case of doubt - WEA should seek DEL's express authority.

A5.6 Leasing

A5.6.1 Before entering into any lease WEA must demonstrate that the lease offers better value for money than purchase.

A5.7 Public/Private Partnerships

A5.7.1 WEA should seek opportunities to enter into Public/Private Partnerships where this can be shown to be more cost effective than conventional procurement.

A5.7.2 WEA should consult DEL in cases where different cash flow projections may result in delegated spending authority being breached.

A5.8 Subsidiary companies

A5.8.1 WEA should not establish subsidiary companies without the express approval of DEL.

A5.9 Commercial insurance

A5.9.1 WEA will provide DEL with an annual statement giving details of any Commercial Insurance Policies either currently in force or new policies taken out during the course of the last financial year on or before 31st March each year.

A5.9.2 The WEA's Combined Traders Insurance covers the various locations in which it operates. Employers Liability cover is at £10,000,000, and Public/Products Liability at £2,000,000. Property Damage, Plant, Other Content, Business Interruption, Theft and Money, and Commercial Legal Expenses Cover are in force.

A5.10 Unspent end-year balances of grant-in-aid

A5.10.1 WEA will have discretion to create such reserves and provisions as seem to it prudent in order to manage its affairs effectively.

A5.10.2 Grant-in-aid not drawn down by the end of the financial year will lapse.

A5.10.3 The retained balances of grant-in aid by WEA at the end of the financial year above 5% of the total DEL grant-in-aid will be subtracted from the following year's grant-in aid provision.

A5.11 Financial Investments

A5.11.1 The WEA shall not make any financial investments without the prior approval of DEL.

A6. BANKING; CASH MANAGEMENT

A6.1 Banking arrangements

A6.1.1 WEA's Director is responsible for ensuring that WEA's banking arrangements are carried out efficiently, economically and effectively. He should ensure:

- that these arrangements are suitably structured and represent value-for-money;

- that efficient and cost effective methods are used for the transmission of money;
- that WEA's banking arrangements shall be kept separate and distinct from those of any other person, body or organisation;
- that these arrangements should be reviewed regularly, with a fundamental review usually leading to market testing.
- that sufficient information about banking arrangements is supplied to DEL's Accounting Officer to enable the latter to satisfy his own responsibilities.

A6.2 Cash balances

A6.2.1 Cash balances accumulated during the course of the year from grant/grant in aid or other public funds should be kept at the minimum level consistent with the efficient operation of WEA.

A6.3 Cash surpluses

A6.3.1 Any cash surplus must be placed on deposit until it can be used. Any interest earned on these deposits shall be treated as a receipt from a public source and grant-in-aid may be reduced by the equivalent amount.

A7. ASSET MANAGEMENT

A7.1 Register of assets

A7.1.1 WEA shall maintain an accurate and up-to-date register of its assets.

A7.2 Management and disposal of assets

A7.2.1 WEA shall at all times use its assets in the most cost efficient manner, and dispose of those assets which are surplus to its requirements. Assets shall wherever practicable be sold by auction or competitive tender unless otherwise agreed by DEL.

A7.2.2 Subject to its delegated limits, WEA shall not without DEL's agreement dispose of any assets which have been purchased with (or improved or developed by) public funds. In all cases where WEA intends to dispose of any asset, beyond its delegated limits, this must be brought to the attention of DEL prior to disposal.

A7.2.3 If DEL decides that WEA should have the benefit of these receipts DEL may seek to appropriate them in aid of a relevant increase in the grant-in-aid, for which it will obtain DFP's approval.

A7.3 Recovery of grant-financed assets

A7.3.1 Where WEA has financed expenditure on capital assets by third parties, WEA should make appropriate arrangements to ensure that assets are not disposed of without WEA's prior consent.

A7.3.2 WEA shall therefore ensure that such repayment conditions are sufficient to secure the repayment of the Government's due share of the proceeds of the sale, in order that funds may be surrendered to DEL.

A7.3.3 WEA shall ensure that if the assets created by grants made by WEA cease to be used by the recipient of the grant for the intended purpose, a proper proportion of the value of the asset shall be repaid to WEA for surrender to DEL.

A7.3.4 The amounts recoverable under the procedures in paragraphs A7.3.2 and A7.3.3 shall be calculated by reference to the current market value of the asset and in proportion to the Government's original investment(s) in the asset.

A8. COMPLIANCE WITH INSTRUCTIONS AND GUIDANCE

A8.1 WEA shall comply with the instructions or guidance set out in:

- this management statement and financial memorandum; and any other appropriate instructions or guidance issued by DEL.

A9. REVIEW OF FINANCIAL MEMORANDUM

A9.1 This financial memorandum together with the associated management statement will normally be reviewed at least every three years.

A9.2 DFP will be consulted on any significant variation proposed to these documents.

AGREED BY REPRESENTATIVES OF DEL AND WEA

**DEL: _____ SIGNED 8th November 2002 Assistant Secretary
Lifelong Learning Division**

WEA: _____ SIGNED 8th November 2002 Director

Memorandum of Association – WEA

The Memorandum of Association give(s) the WEA the following duties:

In pursuit of the above aim the Company shall seek:

- I. to stimulate and satisfy the demand of adults for liberal education, through direct provision of courses and other activities;
- II. to provide in particular for the needs of working class adults, and of those who are socially, economically or educationally disadvantaged;
- III. to provide educational programmes for appropriate organisations concerned with the collective needs of adults in the community and in the workplace;
- IV. to further the general cause of education so as to ensure that all members of society have full opportunity for individual fulfilment through education

1.3.3 The Memorandum of Association give(s) the WEA the following powers:

In furtherance of its objects, and for no other purpose and so that such powers shall not be exercised in a manner which is inconsistent with the charitable status of the Company, the Company shall have power:

- a) to acquire and take over the assets and liabilities of the existing organisation known as the Workers' Educational Association (Northern Ireland District);
- b) to seek to obtain and maintain close associations with Workers' Educational Associations in Great Britain and in other countries and, further to these ends, to become an associate or affiliated member of such associations on such terms as may be considered appropriate;
- c) to provide facilities of every kind for the attainment of the above objects and in particular to devise and promote educational programmes of every kind;
- d) to cause to be written and printed, or otherwise reproduced and circulated, gratuitously or otherwise, reports and other documents;
- e) to hold exhibitions, meetings, lectures and classes, either alone or with others;

- f) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research;
- g) to maintain an active link of communication between the public and government, local government and charitable bodies;
- h) to provide evidence for government and other inquiries;
- i) to co-operate and enter into arrangement with any authorities (local, national or international) and to obtain from any such authorities any rights, privileges and concessions;
- j) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate (whether or not subject to any trust) and to construct, maintain and alter any of the same as are necessary or expedient for any of the purposes of the Company and (subject to such consents as may be by law required) to sell, lease or otherwise dispose of, or mortgage, any such real or personal estate;
- k) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise **provided that** the Company shall not undertake any permanent trading activity;
- l) to draw, make, accept, endorse, discount, execute and issue, promissory notes, bills, cheques and other instruments and to operate bank accounts;
- m) to borrow or raise money for the objects of the Company on such terms and (with such consents as are by law required) on such security as may be thought fit;
- n) to take and accept any gift of money, property or other assets (whether subject to any special trust or not) for any one or more of the objects of the Company;
- o) to invest the monies of the Company not immediately required for its purpose in or upon such investments, securities or property as maybe thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;

- q) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- r) to undertake and execute charitable trusts;
- s) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- t) to ensure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as the Company shall think fit;
- u) subject to the provision of clause 4 hereof, to pay reasonable annual sums or premiums for or towards the provisions of pensions for officers or servants for the time being of the Company or their dependents;
- v) to amalgamate or seek affiliation with any company, institution, society or association which shall be charitable in law with objects altogether or mainly similar to those of the Company and which prohibits the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- w) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- x) to do all such other things as shall further the above objects or any of them.

- The Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- The business of the Company shall be managed by the Committee, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Orders or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Orders or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.
- The Committee may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Committee, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Committee under these Articles) and for such period and subject to such conditions as the Committee may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Committee may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in them.
- All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Committee shall from time to time by resolution determine.

The Committee shall cause minutes to be made in books provided for the purpose:

- I. of the names of the members of the Committee present at each meeting of the Committee and of any committees of the Committee
- II. of all resolutions and proceedings at all meetings of the Company and of the Committee, and of committees of the Committee.

DIRECTOR/SENIOR FULL TIME OFFICIAL – SPECIFIC DUTIES

Servicing the Management Committee

- ◆ Ensure that the Management Committee is properly briefed and advised so as to allow it to determine all aspects of policy
- ◆ Ensure that the Management Committee and its various sub-committees and working groups are properly supported and serviced
- ◆ Organise effective General Meetings of the Association (including Annual General Meetings)

Supporting the Voluntary Structures

- ◆ Create and maintain a healthy and supportive environment for voluntary activity within the Association
- ◆ Ensure that the democratic ethos of the Association is given full expression of every level of the Association's work, from the classroom through to General Meetings

Representing the Association

- ◆ Provide effective representation for the Association in its relations with government departments, funding bodies, professional association, legal bodies, adult education organisations, national and transnational bodies and all other bodies of relevance.

Human Resource Management

- ◆ Build and maintain an effective staff team, ensuring that appropriate supervisory and support systems are in place
- ◆ Oversee all aspects of recruitment and selection, ensuring that the Association abides by its equal opportunities ethos, and that it is guided by best practice in this field
- ◆ Provide direct line management for the Assistant Directors and general oversight of all staffing issues

Finance and Resource Management

- ◆ Ensure that effective financial management systems are in operation; that the Association works within its budgets; and that proper systems of reporting are in place so that the Management Committee is fully briefed on all aspects of the Association's finances
- ◆ Negotiate with government departments and other funding bodies in such a way as to maximise all available funding for the work of the Association
- ◆ Ensure that all the physical resources of the Association are made secure and maintained in a proper state of repair
- ◆ Ensure that there is adequate and sufficient insurance to cover all aspects of the Association's work

Planning

- ◆ Organise planning systems which will assist the Management Committee in the formulation of business, strategic and development plans, and provide professional advice and guidance at all stages of the planning process

Public Relations

- ◆ Ensure that the Association enjoys a strong public relations presence, paying attention in particular to the production of printed reports and publicity guides, and to the effective use of local, regional and national media

General Duties

- ◆ In addition to the above the Director shall undertake all other such duties as are required from time to time and which fall within the general ambit of the post .

DELEGATED AUTHORITY IN RESPECT OF LOSSES AND SPECIAL PAYMENTS

Introduction

1. The purpose of this Appendix is to provide guidance on the treatment of losses and special payments and to introduce delegated arrangements whereby amounts may be written-off without the necessity of obtaining the Department's approval.
2. The Director (or, in the event of her long-term absence, a designated Accountable Officer) is the only person with the power to exercise this delegated authority. The Audit Committee must be informed in writing of all instances where this authority has been exercised or where the approval of the Department is being sought to losses or special payments above the delegated limit.
3. The limits within which this delegated authority will operate are set out in paragraph 6 of this Appendix. The reason for delegating this authority is to make administrative handling of comparatively low value transactions more efficient **but such delegation must not be interpreted as in any way diminishing the importance of write-offs**. This appendix does not affect the requirement that all losses and special payments should be detailed as a footnote in the college's annual accounts.

Losses

4. The prevention of loss is a prime objective of sound financial control and therefore all systems within the organisation should be designed and operated so as to prevent, as far as possible, losses of both cash and assets. Internal checks and regular supervision should ensure that any loss which does occur is detected as early as possible with remedial action taken as soon as possible thereafter in order to prevent a recurrence. The organisation's asset register should be kept up to date with regular stock checks, especially of any valuable or attractive items.
5. In the event of a loss being discovered, the following action should be taken:
 - ending the loss and limiting its effect as much as possible;
 - attempting to recover the value of the loss;

- ascertaining the cause and correcting any weakness or fault in the system of control or supervision;
 - where theft or misappropriation is known or suspected, reporting the matter immediately to the Police, the Department and the C&AG;
 - recording the loss and seeking write-off approval from the Department in any individual case where the net loss, after recoveries from insurance, etc, exceeds the delegated limits quoted in paragraph 6 of this Appendix;
 - it is imperative that an amount to be written off is accurately and meticulously calculated and checked and that it includes all costs properly associated with the loss in question and excludes those not associated.
6. Details of the main types of losses and special payments which are likely to arise, and the limits above which Departmental write-off approval is required **in any single case** are as follows:

LOSSES

Cash Losses

**Delegated Limit £5,000
(£1,000 if fraud is suspected)**

- Losses by theft, fraud, arson or negligence or due to book-keeping errors;
- Physical losses of cash and counter losses;
- Losses of equivalents of cash eg stamps;
- overpayments of pay and allowances (see Part 1).

Stores and Property Losses

**Delegated Limit £5,000
(£1,000 if fraud is suspected)**

- Malicious damage;
- Fraud or theft (including items stolen during a burglary);
- Unexplained stocktaking discrepancies;
- Other causes.

In each case the amount of the loss is calculated as the cost of repair or replacement less any recoveries in respect of insurance etc.

**Fruitless Payments and
Constructive Losses**

**Delegated Limit £5,000
(£1,000 if fraud is suspected)**

A payment which is unavoidable in that the recipient is entitled to it although nothing useful is received in return may be classed as a fruitless payment or a constructive loss. The vital distinction between a fruitless payment or a constructive loss is whether or not the liability was constructively incurred. Thus, a fruitless payment is a payment for which, strictly speaking, liability ought not to have been incurred, or could have been cancelled in time to avoid liability. On the other hand, a constructive loss may arise out of a payment for which liability was properly or constructively incurred or maintained - for example when stores or services are correctly ordered, delivered or provided, and are paid for as being in conformity with the order, but owing to an error of judgement, change of policy or comparable reason which cannot be attributed to a culpable cause, prove not to be needed or to be less useful than when the order was placed.

Claims Abandoned or Waived

Delegated Limit £750

Waiver of a claim implies a voluntary decision for administrative or other reason, not to present or pursue a claim which could be properly made.

Abandonment of a claim arises in any other case where a claim can properly be made, and where payment is not received. This would include:

- a claim made (or which should have been made) for services rendered, or other consideration given;
- a claim arising from an actual or believed contractual or other legal obligation of the contractor or other person (whether or not in fact pursued).

Special Payments

**Compensation Payments
(due under a Court Order)**

Delegated Limit £750

- While prior Departmental approval is not required to the making of a payment due under a Court Order, such approval must be sought if the amount is above the delegated limit before it can be accepted as a charge against public funds.

- (NB In the case of an Out-of-Court settlement, the Department's prior approval must be sought **before** a payment is made. In such circumstances, the amount of the settlement should be agreed provisionally with the claimant or his legal representative in terms which make it subject to the Department's approval. Before approving the payment as a charge against public funds, the Department will wish to be satisfied, inter alia, that the organisation acted in good faith and in accordance with the advice of its legal advisers.)
- The legal costs of the organisation should be met from its recurrent budget and not regarded as part of the loss itself;
- A full report should be made to the Department in any case where the judgement of the Court carries implications of such importance that an appeal may be appropriate.

**Extra Contractual Payments
and other Ex-Gratia Payments**

Delegated Limit £750

- These would generally arise in circumstances where there is no legal obligation to make a payment but where there is a strong moral obligation to pay compensation for hardship or damage caused by the organisation or its servants.
- Ex-gratia payments to staff for the loss of, or damage, to their personal property may be made where:
 - the incident occurs in the course of the performance of official duties;
 - the articles lost or damaged are such as might reasonably be carried in the performance of those duties;
 - the loss or damage arises from the fault or carelessness on the part of the organisation or its agents and the member of staff is not insured.

The payment should cover either the actual cost of repairing the article or, if lost or damaged beyond repair, the value immediately before the incident, ie replacement cost less depreciation.

Recovery of Overpayments

7.
 - Part 1 sets out the procedures for dealing with overpayments of pay and allowances.
 - In the case of overpayments arising out of business transactions with suppliers etc, full recovery should be pursued.

Departmental Approval

8. Requests for Departmental approval to the write-off of losses or to making and charging of special payments to public funds should be accompanied by a full statement of the facts including, as applicable in each case:
 - the cause;
 - how discovered;
 - efforts made to effect recovery;
 - details of any Police involvement;
 - steps taken to avoid a recurrence, including any improvements in the systems of control;
 - any disciplinary action taken or contemplated; and
 - copies of any relevant documentation, including legal advice.

Where Departmental approval is required in any particular case, this should be sought without delay and in any event not later than 15 September following the end of the financial year in which the loss or special payment relates. If a loss is serious, it should be brought to the attention of Parliament as soon as possible.

Audit

9. All cases in which the write-off of a loss or special payment is being considered must be supported by full documentation within the organisation and any decisions clearly made and recorded in writing. The manner in which this delegated authority is exercised and the introduction of any necessary remedial action to prevent recurrences will be subject to normal scrutiny by auditors, who may comment thereon as necessary. **It is essential that a register is kept of all losses and special payments and this, together with the supporting documentation, must be made available to auditors on request.**

TREATMENT OF OVERPAYMENTS OF SALARIES, WAGES AND ALLOWANCES

General

1. It is of primary importance in the prevention of overpayments that all staff concerned with the determination, computation and payment of salaries, wages and allowances (including travel and subsistence payments) should be fully conversant with any agreements, regulations, Orders or instructions which impact on remuneration. In all cases it is vital that there is adequate supervision, not only to minimise the risk of mistakes or fraud but also as a back-up in case of absence.
2. Overpayments due to clerical errors, misreading of salary scales etc should cease immediately on discovery and the correct rate used in all further payments. In the case of an overpayment due to an error in the contract of service (eg the wrong salary rate being offered) the contract should either be varied by agreement with the employee concerned so as to incorporate the correct terms or be terminated at the earliest possible date (with the appropriate notice) and a new contract drawn up containing the correct terms.
3. In the event of an organisation using the Department's payroll service or that of any other third party, it must ensure that the arrangement is formalised in a Service Level Agreement or contract which, inter alia, sets out the respective responsibilities and liabilities of both organisations in the event of an overpayment occurring.

Recovery of Overpayments

4. Overpayments involving small amounts due to minor clerical or arithmetical errors should be adjusted in the next payment.
5. In all other cases, the person overpaid should be invited to repay unless this would involve expenditure disproportionate to the amount overpaid (eg tracing someone who has left employment).
6. If the person is reluctant, or refuses to pay, the following will have to be established:
 - the good faith or otherwise of the recipient in relation to the amount overpaid;
 - whether repayment would cause hardship; and

- whether the overpayment is recoverable by process of law.

Receipt in Good Faith

7. The question of good faith involves an element of subjective judgement. The conditions governing pay, pension and allowances are seldom simple and it may therefore be unreasonable to assume that all individuals should know precisely how their pay is calculated or what factors may augment it, that they can themselves immediately discern an overpayment. A refusal to repay based on the argument that the money was received and spent in good faith should therefore be accepted unless there is a strong presumption of lack of good faith.
8. In general, therefore, the following should be applied:
 - whether money has been received in good faith the recipient should still be asked to repay but if the money has been spent, no action to enforce repayment need be taken if the person is unwilling to repay voluntarily;
 - similarly, if the money has been received in good faith and has not been spent but the employee has, in the belief that he is entitled to the amount in question, entered into commitments which he would not or might not otherwise have entered into, repayment need not be enforced;
 - where the money has been received in good faith but has not been spent nor commitments entered into and there is no hardship, the question of recovery should be considered;
 - as a general rule, in a case of good faith, if an overpayment extends back over several years and was the result of an error on the part of the employer which could have been avoided, the recipient should be invited to repay only the last 12 months. The overpayment amount in respect of the previous years should be submitted for write-off.

Where, however, the overpayment was of a lump sum nature or the overpayment ceased some time before discovery, the payee should be asked to repay as follows:

Time elapsed since Over-payment made (or ceased)	Amount to be recovered
Up to 1 year	Full recovery*
1-2 years	Half*
2-3 years	One-Third*
3 or more years	No recovery

*of the last 12 months if not a lump sum.

Receipt in Bad Faith

9. Lack of good faith can be assumed if the person overpaid has suppressed a material fact, disclosure of which directly affected his entitlement. In such cases there may also be an element of fraudulent representation calling for disciplinary action. Again there may also be cases where the error is so obvious that no one could reasonably claim to have received the money in good faith. In other cases, however, it may be much more difficult to establish presumption of lack of good faith and the employer should bear in mind such factors as the extent to which:
- the basis upon which the person's pay etc was determined had either been explained to him or was readily accessible to him in, for example, a circular or handbook in his possession;
 - the actual payments made depended upon his circumstances, changes in which he was required to notify to the organisation, if a member of staff changes his car to one with a smaller cubic capacity which attracts a lower rate of mileage allowance;
 - his receipts from the source of income giving rise to the overpayment tended frequently to vary.

Hardship

10. Repayment may be waived if it would cause hardship. In considering whether recovery would cause hardship, judgement should be based on hardship as distinct from inconvenience. Waiving of repayment should be treated as a cash loss and, where required, application for write-off should be made to the Department.

Recovery by Court Proceedings

11. If the case is one in which legal proceedings may be necessary, the matter should be referred for legal advice. It is often necessary at this stage to

decide whether or not the mistake which led to the overpayment is one of law or one of fact.

In broad terms a mistake of **law** arises when a person, having full knowledge of the relevant facts, comes to an erroneous conclusion as to the legal effect. Thus an overpayment arising from a misconstruction of an Act of Parliament, or, in the case of individuals, misconstruction of an Award, Regulation, Pay Agreement etc is likely to be a mistake in law. This is the case even if the mistake arose by reason of a mistake or ambiguity in the construction of the relevant document since the Courts have held that such a mistake is analogous to a mistake of law. Also, it should be regarded as a mistake of law if the perpetrator of an error was not aware of the relevant law or instruction.

The test as to whether a mistake of **fact** has occurred is not that there has been a misapplication of an Act of Parliament, Award, Regulations etc. but that an action has been taken by the paying authority which is inconsistent with the facts. Examples of mistakes of fact are:

- procedural or arithmetical mistakes, eg putting the right rate into payment with the wrong start date, a mistake in addition;
- computer input errors, including errors on source documentation for input to computer systems, eg wrong dates or figures entered or keyed from forms; and
- other clerical errors or forgetfulness.

As this is often a difficult distinction to make, it is best to seek legal advice, although in the case of a small amount of money this may not be cost effective.

Collective Overpayments

12. If a group of people has been overpaid as a consequence of the same mistake, repayment would not be expected until either:
 - a) all concerned have agreed to it; or
 - b) it has been decided that there are good grounds for pressing for recovery from all affected.

An exception to this may be made where there are special circumstances relating to a particular individual which places him/her in a different position from the other members of the group.

13. The delegated limit for write-offs of overpayments is £5,000 (as set out in paragraph 6 of the main body of Appendix D). Cases above this limit should be submitted to the Department for approval together with all necessary supporting documentation.
14. Particular care should be exercised in the investigation of the circumstances surrounding any instances of overpayments made to staff who themselves have been involved in the determination, computation or payment of the amounts involved or in the development of the provisions under which the payment was made. Although, as a general rule, staff should not be in a position to authorise payments to themselves, every effort should be made to recover the amount in such cases and if write-off is eventually recommended, the approval of the Department should be obtained irrespective of the amount.

FRAUD/MISAPPROPRIATION/THEFT

Reporting Criminal Cases to the Police and Disciplinary Action

1. The purpose of this part of the Appendix is to provide guidance on Police reporting and/or disciplinary action requirements in cases involving fraud, theft or misappropriation of funds or property.
2. In certain circumstances, it can be an offence against Section 5 of the Criminal Law Act (Northern Ireland) 1967 not to report certain offences to the Police, but failure to report offences involving the loss of property where the property has been recovered, or compensation paid, will not normally be an offence.

Public Funds or Property

3. This section of the Appendix is primarily concerned with the responsibility of the college in relation to theft or misappropriation of public funds or property purchased with public funds. Where it is thought that such theft or misappropriation has occurred or that any other offence involving public money or property has been committed, the Police should be informed. This should be done whether the suspect is an employee or a member of the general public. The full or partial recovery of the loss does not affect this duty. It is for the appropriate prosecuting authority to consider whether or not to prosecute. It would be only in the most exceptional circumstances and with the prior agreement of the Department (and possibly after taking legal advice) that it should be decided not to inform the Police.

Non-Public Funds or Property

4. Where an employee misappropriates or steals money collected from or property belonging to the public, the college should act on the principle that an employer is liable for torts committed by his/her employee within the scope of his/her employment.
5. Where public funds or property are not involved, it may be possible to refrain from informing the Police, where recovery has been made or compensation paid, but legal advice should always be sought before deciding not to inform the Police.
6. In some instances, sums of non-public funds may come into the possession of some employees in the course of their duties and losses of these funds could have implications for public funds (see paragraph 4 above). The college therefore satisfies itself that its general arrangements

for handling and recording any unofficial funds provide the necessary safeguards.

7. The Department must be informed immediately of all cases of fraud or suspected fraud which are discovered, together with full details of the circumstances of the case and any action proposed or taken against the individual concerned.

Disciplinary Action

8. The degree of disciplinary action to be taken against an employee who commits fraud will depend on the seriousness of the crime but, in general, the Department would expect disciplinary action to be taken in all such cases.

RECRUITMENT AND APPRAISAL

INTRODUCTION

All WEA posts have a job description and personnel specification, and all applicants must complete a standard application form. This is also a requirement for promoted posts.

WEA endeavours to ensure, where possible, that its Appointment Panels are balanced in terms of perceived religious affiliation and gender and that they have had adequate training in recruitment and selection procedures.

WEA aims to ensure that all actual or potential employees are treated equally, regardless of gender, age, race, nationality, marital status, parental status, religion, political belief, sexual orientation, trade union activities, disabilities, HIV status, socio-economic status or irrelevant criminal conviction.

As a concern registered with the Equality Commission, the WEA submits annual returns to the Commission containing the prescribed information. WEA retains monitoring information on the individuals employed by it and those who apply to fill vacancies in relation to the concern as described in the Fair Employment Code of Practice.

WEA currently employs 30 staff as follows;

2 x Assistant Director
4 x Programme Manager
12 x Development Officer
1 x Policy Officer
2 x Grade 1
5 x Grade 2

All WEA employees have an annual appraisal with their line manager. An agreed format is used for all employees. WEA does not operate performance-related pay.

GRIEVANCE AND DISCIPLINARY PROCEDURES

INTRODUCTION

In all work situations there is an inevitable degree of conflict. The policy and ethos of the WEA is that all conflict should be dealt with, whenever possible, by **informal discussion and negotiation** between the parties concerned.

Only when it is felt that differences have become impossible to manage or contain should the formal procedures be invoked.

1. INVOKING THE GRIEVANCE PROCEDURE

- 1.1 Any individual staff member, or any collective staff group, can invoke the Grievance Procedure by completing the Registration of Grievance Form (Annex 1), and leaving it with the appropriate person as detailed, below.
- 1.2 In the first instance the Registration of Grievance Form will be left with the line manager with direct responsibility for the staff member(s). The line manager will send a copy to all relevant parties within five working days. A copy will also be sent to the Director for information. Within five working days of receiving this form the line manager shall meet with the staff member(s) with a view to ensuring that the grievance is properly understood and an harmonious and satisfactory outcome is reached.
- 1.3 This meeting shall be attended by the Assistant Director(Finance and Administration) who shall take notes, recording in detail any agreements reached. The notes will be agreed by all parties as a true record before the end of the meeting.
- 1.4 If the grievance is not resolved at this meeting, the staff member(s) may refer the matter to the Director, explaining in writing why the outcome of the meeting was unsatisfactory. This follow up must occur within ten working days of the meeting. The Director will meet with the staff member(s) pursuing the grievance within ten working days of receipt of this written communication. The Director will take into account the notes of the first meeting, and the views of the line manager. The Director will then make decisions aimed at resolving any outstanding issues. These will be communicated in writing, with a copy going to the line manager.
- 1.5 If the staff member(s) feel dissatisfied an appeal can be made in writing to the Chairperson, explaining the source of the dissatisfaction. This appeal must be made within twenty working days of the receipt of the Director's decision. The Chairperson will ask for all relevant documentation, including a report from the Director, and will meet with the staff member(s) in question within ten working days of a written request. If the

Chairperson agrees that there is cause for dissatisfaction then he or she can open up the grievance to fresh examination, meeting all personnel involved and examining all evidence. The Chairperson's decisions will be final. They will be communicated in writing to the staff member(s) with copies going to the Director and the line manager.

2. TRADE UNION REPRESENTATION

Where a grievance claim is being pursued, individual staff members may be accompanied at any stage in the procedure by a trade union representative, or by a colleague of his or her choice.

3. VARIATIONS ACCORDING TO GRADE

- 3.1 If the grievance is against the Assistant Director (Finance and Administration) then the responsibility for taking notes at the meeting to resolve the issue (see 1.3) will fall to the Assistant Director (Education)
- 3.2 If there is a formal grievance against the Director then the matter will be referred in writing to the Chairperson. Within ten working days of receiving a letter detailing the grievance, the Chairperson will meet with the staff member(s) concerned. He or She will also meet the Director. The Chairperson will then make decisions aimed at resolving any outstanding issues. If the staff member(s) feel that there has been a cause for dissatisfaction then the matter may be referred to the Staffing Committee. (The Staffing Committee in this instance will comprise the Vice-Chairperson, the Treasurer and their nominee from the Management Committee). The Staffing Committee will meet with the staff member(s) in question within ten working days of receiving a written request. This written request must be made within twenty working days of the meeting with the Chairperson. If the Staffing Committee agrees there has been fault then it can open up the grievance to fresh examination, meeting with all personnel involved and examining all evidence. The Staffing Committee's decision will be final. Decisions will be communicated in writing to the Staff Member(s) involved in the issue, with copies going to the Chairperson and to the Director.
- 3.3 If the Director feels dissatisfied, an appeal can be made in writing to the Full Management Committee, explaining the source of the dissatisfaction. This appeal must be made within fifteen working days of the receipt of the Director's decision. The Chairperson will ask for all relevant documentation, including a report from the Staffing Committee, and the Committee will meet with the Director in question within ten working days of a written request. If the Management Committee agrees that there is a cause for dissatisfaction then it can open up the grievance to fresh examination, meeting with all the personnel involved and examining all

evidence. The Committee's decision will be final. This will be communicated in writing to the Director.

REGISTRATION OF GRIEVANCE

I/We wish to formally invoke the grievance procedure as set out in the appendix to my Terms and Conditions document

Background

Grievance

I/We hereby lodge this document with (name of person)_____

Date:_____

Name(s):_____

Note: Where a grievance claim is being pursued, individual staff members may be accompanied at any stage in the procedure by a trade union representative, or by a colleague of his or her choice

THE DISCIPLINARY PROCEDURE

INTRODUCTION

In all work situations there is an inevitable degree of conflict. The policy and ethos of the WEA is that all conflict should be dealt with, whenever possible, by **informal discussion and negotiation** between the parties concerned.

Only when it is felt that differences have become impossible to manage or contain should the formal procedures be invoked.

TYPES OF OFFENCE WHICH WILL LEAD TO DISCIPLINARY ACTION

The following are non-exhaustive, non-mutually exclusive examples of the sort of offences which, if committed, will normally lead to formal disciplinary action being taken:

Minor offences (oral warning): poor job performance involving sub-standard work; unpunctuality or any minor breach of conduct.

Serious offences (written warning): harassment, negligence resulting in minor loss, damage or injury, failure to comply with a specific instruction, irresponsibility in relation to the organisation's activities, impropriety in relation to colleagues, voluntary members or contacts of the organisation, or any breach of confidence in relation to the organisation's activities.

Gross misconduct (dismissal): negligence resulting in serious loss, damage or injury, assault or attempted assault, theft, malicious damage to property, wilful disregard of duties, or of duties relating to the employment, falsification of records, or expense forms, fraud, embezzlement, conduct violating common decency, or conviction on a criminal charge relevant to the employee's employment (in serious cases dismissal will normally be without notice) or conduct thought to reflect significantly upon the reputation of the organisation.

INVOKING THE DISCIPLINARY PROCEDURE

The following procedure will then apply, but, depending upon the seriousness of the offence, may be invoked at any level, including summary dismissal. At least five working days' notice of this intention shall be given to the employee, except in the case of summary dismissal, and shall be recorded on the appropriate form (Annex 2). The employee shall be informed by the line manager of:

- the nature of the allegation or complaint
- the time, date and place of the interview
- the right to be accompanied by an appropriate trade union representative or colleague of his/her choice
- the right to present his/her case

At the interview with the line manager the member of staff shall be advised of the case against him/her and given the opportunity to respond to the allegations. At the conclusion of the meeting, if the line manager considers a breach of discipline has occurred, he or she may take one of the following forms of disciplinary action:

1. Oral warning

A formal oral warning will be given in the case of minor offences. The employee will be advised that the warning constitutes a formal stage of the disciplinary procedure and that a note will be placed on his/her personal file. It will remain on file for six months after which time it will normally be removed from the active personnel file, and the employee will be informed in writing. The warning will be retained only in the organisation's disciplinary file and may be taken into consideration on recurrence of the same offence.

The warning will be confirmed in writing within three working days and shall be countersigned by the Assistant Director (Finance and Administration) in the case of educational staff, and the Assistant Director (Education) in the case of administrative staff. The warning shall specify:-

- the nature of the breach of discipline and the expected improvement
- the time when a review will take place and the means and opportunity which will be provided to enable the staff member to improve his/her performance
- the member of staff's right to appeal
- that failure to demonstrate improvement would be likely to lead to further disciplinary action

A copy of the letter will be sent to the appropriate trade union representative and the Director.

2. Written Warning

In the case of serious offences or a repetition of earlier minor offences, the employee will be given a formal written warning. The warning shall be countersigned as above and shall specify:-

- the precise nature of the offence
- the likely consequences of further offences
- the improvement required and over what period
- the member of staff's right to appeal

A copy of the written warning will be kept on file. It will be kept on file for twelve months after which time it will normally be removed from the active personnel file, and the employee will be informed in writing. The warning will be retained only in the organisation's disciplinary file and may be taken into consideration on recurrence of the same offence.

3. Final Written Warning

The third written warning in a twelve month period automatically becomes a final written warning. The warning shall be countersigned as above and shall specify:-

- the precise nature of the offence
- a statement that any recurrence will lead to dismissal, or whatever other penalty is considered appropriate
- the improvement required and over what period
- the likely consequences of further offences (up to and including dismissal)

4. Gross Misconduct

Gross misconduct is generally seen as conduct of a degree or form which in view of the nature of the duties of the member of staff makes it unreasonable for that person to continue to be employed to do those duties.

In the case of gross misconduct the employee will normally be dismissed, but only after consideration of other possible disciplinary action (but without limitation), demotion or transfer, loss of seniority or salary increment, suspension (with or without pay).

Where the line manager believes that a member of staff may be guilty of gross misconduct, he/she may suspend the person from work for up to twenty working days on full pay, pending the outcome of an investigation into the alleged offence. In all cases of gross misconduct the Director (or in his or her absence the Chairperson) must be involved at all stages of the Disciplinary Procedure.

APPEALS PROCEDURE

In all cases the employee has the right to a two-stage appeal procedure. Throughout the appeals process the employee has the right to be accompanied by an appropriate trade union representative or a colleague of his/her choice.

An employee shall appeal to the Director in the first instance. The appeal shall be made in writing, within ten working days of receipt of the decision, and the Director will, within ten working days of receipt of the appeal, arrange a meeting at which the appeal will be put in person by the employee. All parties involved will be asked to attend the meeting and will be questioned in turn by the Director. The Director's decision will be relayed in writing to the employee, within ten working days, with a copy going to the appropriate trade union representative.

If the employee continues to feel dissatisfied with the decision, he/she may appeal to the Chairperson, again within ten working days. The Chairperson will investigate all the circumstances and will meet with the employee within ten working days of the receipt of the appeal. The Chairperson's decision will be final and will be relayed in writing to the employee within five working days of the meeting to hear the appeal.

In the case of a Gross Misconduct and/or dismissal action, the appeal shall be made to the Chairperson and the Staffing Committee in the first instance. If there is dissatisfaction with the outcome, appeal shall be made to the full Management Committee.

Note:

In the case of the Assistant Directors, appeal in the first instance shall be to the Chairperson and then to the Staffing Committee (comprising the Officers of the Association).

In the case of the Director, appeal in the first instance shall be to the Chairperson and the Staffing Committee and then to the Full Management Committee.

RECORD OF DISCIPLINARY ACTION

This record formally invokes the disciplinary procedure as set out in the appendix to the Terms and Conditions document.

Background

Disciplinary Action

Date: _____

Name (Employee): _____

Name (Line Manager): _____

Countersigned: _____

Note: Staff members may be accompanied at any stage in the procedure by a trade union representative, or by a colleague of his/her choice.

Parental Leave

1. All female employees, whether full-time or part-time, are entitled to maternity leave and pay subject to the following conditions:
 - 1.1 The employee must have 12 months' continuous service before the expected date of confinement, and she notifies the Association of her intention as soon as is practicable and at least 4 weeks prior to the commencement of leave. (This period will be shortened without prejudice to the entitlement should the employee's medical situation require an immediate cessation of work).
 - 1.2 A female employee with less than 12 months' continuous service by the 11th week of the expected date of confinement shall have the right to take unpaid leave from that time up to the date of the birth and for up to 12 months after the date of birth. All other rights and conditions shall apply.
2. The entitlement to maternity pay shall be 18 weeks at full pay.
3. A mother may take up to 12 months unpaid leave in addition after the birth, provided that, in normal circumstances, she gives the Director at least 4 weeks' notice of her intentions.
4. A female employee taking paid or unpaid maternity leave shall have the right to return to her original job, or one of similar status, under no less favourable terms than those applying under her original contract of employment. This shall apply at any time during the period of maternity leave (including any period of unpaid leave), provided she indicates in writing, her intention to return before she leaves and, in normal circumstances, gives at least 4 weeks' written notice of the date of her return.
5. A period of paid or unpaid maternity leave shall count as unbroken service, for the purpose of calculation of rights, entitlements, and increments and in relation to pensions, provided the member pays her contributions.
6. Alternative arrangements will be made for pregnant women under no less favourable terms and conditions where health and safety considerations make it impossible or undesirable for a woman to do particular work. A woman will not be dismissed on the grounds of pregnancy or a pregnancy related illness.
7. All pregnant employees shall have a right to time off (with no loss of pay) for antenatal checks subject, where practicable, to reasonable notification to the Director.

8. Absences due to pregnancy-related sickness will be governed by the existing sick pay agreement up to the 11th week before the expected date of confinement. After the 11th week before the expected date of confinement (but before the commencement of maternity leave) the Association may treat short periods of pregnancy-related sickness as sick leave.
9. All male employees with 12 months' service are entitled to 10 working days paid paternity leave around or following the birth of a child. This entitlement, and that to leave for personal responsibilities, will be offset against one another such that in any 12 month period when paternity leave is taken, the total of paternity leave and leave for personal responsibilities will not exceed 16 days.
10. A female employee adopting a child shall be entitled to the following leave:
 - 10.1 When the child is under 1 year old, 12 weeks leave on full pay and a maximum of 6 months unpaid leave.
 - 10.2 When the child is under 3 years old, 12 weeks leave on full pay and, subject to agreement with the Director, a maximum of 12 weeks unpaid leave.
 - 10.3 When the child is over 3 years old, 20 days leave on full pay and, subject to agreement with the Director, a maximum of 12 weeks unpaid leave.
11. At the time of adoption, fathers may take similar leave to other new fathers.
12. There shall be no distinction between live and still births in the granting of maternity leave. Leave shall continue for a minimum of 1 month with full pay from that date for male employees.
13. For up to a maximum of 12 months after the birth of a child, a mother may work part-time, provided that she works a minimum of 16 hours a week, subject to agreement with the Association. Pay and entitlement to other benefits would be in accordance with part-time employment. In exceptional circumstances, this provision may also apply to fathers.

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT ISSUED BY THE WORKERS' EDUCATIONAL ASSOCIATION TO:

NAME: _____

Issued by (signature): _____

Received by (signature): _____

1. This statement is issued in compliance with the IR (no 2) (NI) Order 1976 and brings together the main terms and conditions of employment under which staff whose duties are set out in Appendix i are to be employed, and in addition such terms and conditions as are personal to you.

All terms and conditions are applicable pro rata to permanent and fixed-term contract part-time staff, including those with job share arrangements, who are salary graded in the same way as full-time staff. Besides this statement you should also read the WEA employment handbook, which you will be given in due course. Should you be dissatisfied at any time about the way in which any term or condition has been applied to you, you are entitled to register a grievance under the procedure outlined in Appendix iv to this statement.

2. Personal Details

2.1 Your employment with the WEA NI began on _____

The maximum age for retirement will be 65.

2.1.1 This is a part-time post with hours of employment as _____% of the normal hours of employment in Clause 4 below.

2.1.2 Your employment with the WEA NI began on _____ and will terminate on _____

2.2 Continuous Employment

For the calculation of benefits and entitlements the WEA regards your period of continuing employment as beginning on _____ and will try to ensure that you do not suffer in any way if your period of continuous employment is adjudged to be shorter under statute. In the event of your employment being extended beyond a fixed term your period of employment will be deemed to have begun on the above date.

2.3 Duties and Responsibilities

The range of duties and responsibilities particular to your post is set out in Appendix i to this statement.

2.4 Salary

Your rate of pay will be in accordance with the salary scale set out in Appendix ii to this statement. Salaries will be paid monthly in arrears by remittance to the employee's bank account.

3. Travel and Other Expenses

An annual car allowance and a mileage allowance is payable to approved car users. These and all other necessary expenses occurred on WEA business will be reimbursed in accordance with the system of approval operated by the Association.

4. Hours of Employment

4.1 Educational Staff

Working hours will be 35 per week and, because of the nature of the job, it will be necessary to work irregular hours. Should it prove necessary to work in excess of 35 hours per week, there will be time off in lieu by agreement with the Senior Staff.

4.2 Secretarial Staff

Working hours will be 35 per week. Daily hours of work and lunch breaks will be by agreement with the Senior Management Team. Where the work of the office so requires and by prior agreement, any hours worked in excess of the normal office hours will be subject to time off in lieu at 1 ½ times the agreed hourly rate, or twice the agreed rate on Sundays and public holidays.

5. Additional Paid Employment

Staff covered by these terms and conditions must seek the approval of the Senior Management team before seeking additional employment. The Senior Management Team should not attempt to preclude staff from undertaking additional employment, but any such employment must not conflict with or react detrimentally to the WEA's interests or in any other way weaken public confidence in the WEA.

6. Leave Entitlement

6.1 Annual Leave

The leave year runs from 1st January to 31st December.

The annual leave entitlement is 30 days per year.

Annual leave will normally be taken within the leave year but not more than 5 days may be carried over to the next leave year (only) and taken prior to July 31st, by agreement with Senior Management. Leave entitlement upon leaving employment with the WEA shall be calculated pro rata to each completed month's service in the current leave year and may be taken as leave during notice or as payment in lieu of leave, at the employee's discretion.

6.2 Public Holidays

Staff are entitled to the normal paid public holidays each year, which shall be taken to be New Year's Day, St Patricks Day, two statutory days at Easter, to be taken either on Good Friday, Easter Monday or Easter Tuesday, May Day, Spring Bank Holiday, July 12th and 13th, August Bank Holiday, Christmas Day and Boxing Day. Where public holidays are necessarily worked by a member of the Field staff, time off in lieu at the enhanced rate of time and a half will be granted by prior arrangement with the Director.

6.3 Christmas

In addition to the above entitlement, there will be paid leave for any working days which fall between Christmas Day and New Years Day.

6.4 Unpaid Leave and Secondment

After two years employment with the WEA, application may be made for leave of absence without pay, or secondment. The Management Committee will give consideration to the rights and entitlements and privileges of the employee in each particular situation in deciding the conditions of unpaid leave/secondment. Staff will be expected to confirm the date of return to the Association at least three months in advance.

6.5 Paid Educational Leave

Staff covered by these terms and conditions wishing to apply for paid educational leave should, in the first place, and well in advance, approach the Senior Management Team. Where practicable, such applications will be given favourable consideration

7. Leave for Personal Responsibilities

Employees are eligible for paid leave of absence arising out of a personal duty of care. It is not expected that any such leave will exceed eight days in any one year, subject to the provision of Clause 8. Applications should be made to the Senior Management Team. Applications for any further period of absence would be a matter for discussion and agreement with the Management Committee.

8. Parental Leave and Pay

Details are given in Appendix iii to these terms and conditions.

9. Sick Leave

Payment for sick leave will be made each year of service in accordance with the following table in any 12 month period:

<u>Service with the WEA</u>	<u>Full Pay</u>	<u>Half Pay</u>
Up to 1 year	2 months	2 months
Up to 2 years	3 months	3 months
Up to 3 years	4 months	4 months
Over 3 years	6 months	6 months

'Full pay' will be inclusive of statutory sick pay (SSP) or, if SSP is not payable, any state benefit for sickness; 'half pay' will be exclusive of SSP or state benefit except that the total will not exceed normal salary.

Payment ceases after the half pay term.

10. Representation on Outside Bodies

Representation on behalf of the WEA by members of staff on outside bodies will be by prior consent of the Director or a member of the Senior Management Team.

11. Freedom of Information

Staff have the right to request of the Association, through a member of the Senior Management Team, and be provided with, any information concerning the Association's policy, actions or finances that are directly related or ancillary to their area of work.

12. Personnel Records

The WEA NI may not keep any record on a personnel file (however maintained) unless a copy is provided, at the time, the entry to the person concerned who has a right of access during office hours to his/her own

Personnel record. Records referring to disciplinary matters will be removed from the file and destroyed:

- a) at such time as any disciplinary allegation is shown to be unfounded
- b) in any case, six months after the conclusion of the disciplinary process

Members of staff may give permission for **AMICUS** to have access to their personnel files for the purpose of monitoring industrial or health and safety affairs.

13. Disputes and Disciplinary Procedures

Details are as previous.

14. Termination of Employment

14.1 The minimum notice of termination of employment shall be three months (educational staff) by the employee or the employer, and in the case of administrative staff, one week's notice within the first six months of employment and one month thereafter, unless otherwise mutually agreed.

14.2 Waiver clause for Fixed Contract staff

This document specifically excludes any right to a redundancy payment pursuant to the Contracts of Employment and Redundancy Payments Act (NI) 1965 as amended and to exclude any claim in respect of rights under Article 20 of the Industrial Relations (NI) Order 1976 and in case of pursuance of any statutory modification or re-enactment thereof, on expiry of that term without it being renewed.

15. References

When the Director or an Officer writes a reference about a member of staff, he/she must provide a copy for the member if it is requested.

16. Pension Scheme

All staff may apply to join the Pensions Trust or, by agreement, the WEA may make an equivalent contribution to a private fund.

The WEA NI will only contribute the legal minimum necessary to a private fund.

Further information is available in the WEA employment handbook.

17. Protection of Rights

All employees are free to express their political, religious, social and academic views, provided that it is done explicitly in their own name and does not associate the WEA with these views or activities.

18. Trade union Membership

For the maintenance of good industrial relations all staff are encouraged to join an appropriate trade union.

19. Changes in Terms and Conditions

If, following discussion and consultation with the appropriate unions, changes are made to this document, management will provide information to all employees within one month by way of an amendment slip.