

APPENDIX A: Sample Contract of Employment

Contract of Employment

This is a Contract of Employment between:

(Employee Name)
(Employee Address)

and

(Employer Name)
(Employer Address)
(herein after referred to as “the Company”)

Position

You will be employed as.....

Commencement Date

Your employment with the Company shall commence on

Remuneration

Your remuneration will be €..... gross per annum. Payment will be made by BACS (direct transfer into your named bank account, and made monthly in arrears.

Bonus

Line Manager

You will be reporting to.....

Hours of work

Your normal hours of work will be from a.m. to, Monday to Friday. Some degree of flexibility may be required so you will be expected to work appropriate hours in order to carry out your responsibilities. It is the policy of the Company that as far as possible, extensive working hours above the norm will not occur in accordance with the European Working Time Directive.

Place of Work

You will be required to work in Some degree of flexibility may be required as you may be required to work in a variety of locations as and when work demands.

Probation

There will be a probationary period ofmonths. During which time the company may terminate your employment giving one week’s notice. On satisfactory completion of this period your employment will be confirmed.

Holiday Entitlement

The company’s holiday year runs from Your paid holidays will be working days per year and proportionately less for less than twelve months service.

Notice of Holidays

You must give not less than two weeks advance notification of those dates and periods on which holidays will be taken.

Public Holidays

Your entitlement to public holidays is as follows:

- Christmas Day
- St Stephen's Day
- New Year's Day
- St Patrick's Day
- Easter Monday
- May Day
- June Bank Holiday
- August Bank Holiday
- October Bank Holiday

When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement on the date of termination, the company will deduct the excess holiday pay from the final pay amount.

Absence

If, for any reason other than exceptional circumstances, you are absent from the Company's employ or unable to carry out the full duties of your employment, you must contact the company within 30 minutes of your normal start time on the first day of such absence. Failure to do so may result in your wages being stopped until you return to work. A certificate from a qualified Medical Practitioner must be submitted on the third day of continuous absence and on a weekly basis thereafter. The Company reserves the right to have you examined by its own Medical Practitioner.

It is entirely at the company's discretion whether or not to make any payment to you while you are absent through illness. Accordingly, the company may after 3 days of sick leave stop your wages until your return to work, in which case you will need to submit a claim to the Department of Social Protection.

Pension Scheme

The company does not operate a Pension.

Retirement Age

Normal retirement age for employees is 65 years. Employees will be contacted 6 months prior to their normal retirement age to ascertain your intentions to retire.

Reduced Working Hours

The employer reserves the right to reduce your working hours, where through circumstances beyond its control it is unable to maintain your employment. You will receive as much notice as is reasonably possible prior to such lay off or short time. You will not be paid during the Lay off period.

You will be paid only in respect of hours actually worked during the period of short time.

Grievance & Disciplinary Procedure

In the interests of fairness and justice and to ensure the proper conduct of business, certain provisions to deal with matters of grievance and discipline are necessary, as follows:

Grievance Procedure

If you have any grievance, which you consider to be genuine in respect of any aspect of your employment, you have a right to a hearing by your immediate superior or the Personnel Manager as the circumstances warrant. If you are unhappy with the outcome of the hearing you may appeal to the Chief Executive. A fellow employee or union representative at this appeal hearing may accompany you

In the event of the matter not being resolved internally the matter shall be referred through normal industrial relations procedure.

The procedure referred to above shall include reference to a Rights Commissioner, the Labour Relations Commission, the Labour Court, the employment Appeals Tribunal or Equality Officer, as appropriate.

Disciplinary Procedure

Infringement of a term of this contract or of established Company Rules can lead, depending on the gravity of the breach, to an informal or formal warning, suspension with or without pay, transfers to other duties and loss of privileges. Ultimately, persistent breaches or inadequate work performance can lead, following warnings to dismissal.

Certain grave breaches can lead following considerations of all the circumstances by the company to summary dismissal or suspension pending investigation. In all dismissal cases, full investigation will be carried out, and you will have the right to put your case and be accompanied by another staff member or appropriate representative, and the right to appeal against a decision to a more senior management.

In the event of your dismissal being confirmed and should you wish to challenge the dismissal then in accordance with normal procedures, the matter shall be referred to a Rights Commissioner, the Labour Court, the Labour Relations Commission, the Employment Appeals Tribunal or an Equality Officer as appropriate.

Please refer to your Company Staff Handbook for further information

Notice

In the event that either the company or you may wish to terminate the contract, before its expiry date, one month notice must be given by both parties. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

Search

The company reserves the right to search your person, vehicle and property while on or while departing from the company premises.

Restrictions

During the period of this contract, you will devote the whole of your time and attention to the business of the Company and you undertake that during the period of this contract you will not

engage in any other activity which is likely to prejudice your ability to serve the company, nor will you engage in any business activity which may cause a conflict of interest with the business of the company.

You will not at any time either during the subsistence of this contract or after its termination make use of or communicate to any unauthorised, any of the trade secrets or confidential information of the Company which you may have obtained while in the service of the Company

Any discovery, invention or process made or discovered by you whilst in the employment of the Company and relating to the business of the Company will be the property of the Company and must be disclosed to the Company and you undertake to join with the Company at any time in applying for letters, patent or other appropriate licence for such discovery, invention or process.

Changes to this Contract

Changes in the terms of this contract or in other terms, conditions & rules of employment will be notified to you before the date of proposed change, and will have effect with your acceptance or acquiescence.

I accept and agree to all of the above Terms & Conditions of my employment:

Signed: _____
Employee

Date:

Signed: _____
For and behalf of the Company

Date:

DISCLAIMER

In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part for any reason whatsoever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this agreement and such void or unenforceable covenants or provisions shall be deemed to be severable from any other covenants or provisions or parts thereof herein contained. In the event that any of the covenants herein contained be held unreasonable by reason of the area duration or type or scope of service covered by the said covenant then the said covenant shall be given effect to in its reduced form as may be decided by any court of competent jurisdiction. The *Employee title* hereby acknowledges and agrees that all of the restrictions contained herein are reasonable and valid and hereby waives any and all defences to the strict enforcement thereof by the company.