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 TITLE. You will be required to be flexible in this role and undertake any such duties assigned to you by the company. Such duties may fall outside the remit of your normal working duties.

**Commencement Date**

Your employment with the Company shall commence on DATE

**Remuneration**

Your remuneration will be €AMOUNT gross per ANNUM. Payment will be made by BACS (direct transfer into your named bank account and made monthly in arrears. The management reserve the right to deduct at source any overpayment of salary or monies owed in consultation with you.

*(Details of any commission and / or bonus payment mechanisms should be included here).*

Any additional lump sum payments made by the company over the course of your employment will be subject to further terms and conditions. Should these terms and conditions fail to be met, the company reserve the right to recoup a percentage or the total amount.

Overtime is issued in line with the Construction SEO

Monday to Friday

From normal finishing time to midnight time plus a half.

From midnight to normal starting time double time

 Saturday

 (1) First four hours from normal starting time - time plus a half

 (2) All subsequent hours till midnight double time

 Sunday

 All hours worked double time.

 Public Holiday

 All hours worked double time plus an additional day’s leave

**Line Manager**

You will be reporting to POSITION or any such individual as is expressly communicated to you during the course of your employment.

**Hours of Work**

Your normal hours of work will be from ............. a.m. to .............., Monday to Friday/Sunday. *(If shift work is appropriate include full details here).*

You are contracted to a minimum of X hours per week.

Some degree of flexibility may be required and you will be expected to work appropriate hours in order to carry out your responsibilities. However, 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.

Rest breaks will be granted in line with the Organisation of Working Time Act 1997 and will be as follows TIMES and will / will not be paid.

**Place of Work**

You will be required to work in LOCATION. 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 of 6 / 11 months.

The management reserve the right to extend the period of probation if necessary. However, on satisfactory completion of this period your employment will be confirmed. Notwithstanding the company’s right to extend your probation, your probationary period will not be in excess of one year.

The normal disciplinary process will not apply during the probationary period.

Should either party wish to terminate the employment during this period, the notice period given will be in accordance with current employment legislation.

**Sectoral Employment Order**

This contract will adhere to any Terms and Conditions set down in a Sectoral Employment Order as directed by the relevant Minister.

Should the SEO be rescinded or amended at any time, the company reserves the right to review the Terms & Conditions associated with this contract to reflect future Employment Orders or changes in industry rates by increasing or decreasing pay agreements – whichever is relevant.

This will only be applied in consultation with employees.

A copy of the Sectoral Employment Order is available from your manager.

**Holiday Entitlement**

The company’s holiday year runs from MONTH to MONTH Your paid holidays will be X working days per year on a pro rata basis. *(Restrictions on when annual leave cannot be taken or the amount of leave to be taken at one time should be mentioned here).*

Under no circumstances may any holidays be carried forward into the next holiday year without prior arrangement.

Any employee absent from the workplace by reason of certified sick leave will continue to accrue and retain annual leave entitlement. Should the employee be unable to take annual leave during the relevant leave year due to illness an annual leave carryover period of 15 months after the leave year will apply. Should the employment be terminated during this time payment in lieu of untaken annual leave will be provided. After this 15 month carryover period, all unused annual leave will be lost.

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.

**Notice of Holidays**

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

All holidays must be agreed with your manager prior to holiday arrangements being confirmed. The company will bear no responsibility for any financial loss resulting from bookings made without prior agreement with your manager.

**Public Holidays**

Your entitlement to public holidays is as follows:

New Year’s Day

St Patrick’s Day

Easter Monday

May Bank Holiday

June Bank Holiday

August Bank Holiday

October Bank Holiday

Christmas Day

St Stephen’s Day

During a period of certified sickness absence, public holiday benefit will normally be accrued for the first 26 weeks of absence only.

**Absence**

If, for any reason other than exceptional circumstances, you are absent from the Company’s employment or unable to carry out the full duties of your employment, you must contact the company within X MINUTES / HOURS of your normal start time on the first day of such absence. Failure to do so will result in your absence being classed as unauthorised.

An original certificate from a qualified Medical Practitioner must be submitted to *(NAMED MANAGER)* on the third day of continuous absence and on a weekly basis thereafter. Copies will not be accepted.

The Company reserves the right to have you examined by its own Medical Practitioner.

Any employee who is absent through unauthorised or uncertified absence will be requested to attend a disciplinary investigation meeting and could face sanctions up to and including dismissal.

The company Sick Pay Scheme will adhere to the guidelines set down in the SEO. Where employee receive payment for sick leave, they are required to issue the company with any payment received for the period of absence by the Department of Social Protection.

**Pension Scheme**

The Order provides for mandatory pensions scheme. The Court recommended that the schemes be modelled on the respective schemes that had existed in the construction sector for many years. Please refer to the Construction SEO for further details

**Death in Service**

The Order provides for mandatory Death in Service scheme. The Court recommended that the schemes be modelled on the respective schemes that had existed in the construction sector for many years. Please refer to the Construction SEO for further details.

**Retirement Age**

The retirement age for employees is X years. Employees will be contacted 6 months prior to their reaching the retirement age to discuss issues around your retirement from the company.

The company reserves the right to terminate employment at the point that an employee reaches the designated retirement age. In line with the Code of Practice on Longer Working the company recognises the following as objective justification for this practice:

* Establishing a balanced age structure, encouraging recruitment of young people
* Inter-generational fairness or preserving the dignity of older workers
* Motivation and dynamism through the increased prospect of promotion
* To ensure that vacancies became available in order to encourage the recruitment and promotion of younger people
* Desire to avoid capability issues
* Health and safety concerns for the public and the employee – generally only applicable to employees in more safety critical occupations

**Reduced Working Hours**

The employer reserves the right to reduce your working hours, where through circumstances beyond its control it is unable to maintain you in full-time or your regular hours of employment. You will receive as much notice as possible prior to such lay off or short time period commencing and you will be paid only in respect of hours actually worked during that period.

**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**

The company encourages all employees to attempt to address these on a one to one basis, where possible and ask that any employee that is offended highlights the reason for this with the person causing the offence. The company also asks that any individual that is approached in this manner that they are respectful and acknowledge their colleagues’ position and address the matter appropriately.

If this does not work or is not a suitable approach the employee should approach their manager / a suitable member of the management team.

Once this occurs the manager will enquire if the employee would like to have the matter addressed informally with the assistance of a manager or formally via the assistance of HR.

If the matter is addressed informally the management will facilitate a meeting between both parties to seek a fair and speedy resolution.

If the matter is to be addressed formally, a complaint must be issued in writing / via email detailing the complaint should be issued to MANAGER / RELEVANT EMAIL for immediate attention. All formal complaints must be submitted in writing.

At that point management will initiate an investigation into the matter. The employee raising the complaint will be interviewed and the person responding to the allegation will then be interviewed. Both parties will be invited to their meeting in writing and will have the right to representation. (Highlight who is appropriate as per company policy – usually colleague and union representative)

The manager conducting the investigation will then review all the information available, including witness statements and supporting documentation and provide an outcome to both parties.

Both parties have the right to appeal the findings.

If there is a significant breach of policy identified, the matter may be referred for disciplinary review for further consideration prior to a formal outcome being issued.

At the conclusion of the grievance process the management will encourage all parties to enter mediation, however this is not a mandatory process.

The company commit to conducting the process in a timely manner, however if the matter is delayed by any more than two weeks from the first meeting both parties have the right to request an explanation for any delay from the investigating manager.

During the period in which the above procedure is being followed no strike, lock-out, walk-out, sit-in, go-slow, or any other form of industrial action designed to bring pressure to bear on either party will take place, until all avenues as prescribed have been followed by other parties and at least 14 days have elapsed following the issuing of a Workplace Relations Commissions outcome.

**Disciplinary Procedure**

The company reserves the right to take disciplinary action on the grounds of a breach of a contractual or established work rule, poor performance/capability, misconduct, gross misconduct or absence. Disciplinary action can result in the issuing of 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. The following stages of a disciplinary will normally apply:

Stage 1: Informal Warning / Counselling

Stage 2: Verbal Warning

Stage 3: First Written Warning

Stage 4: Final Written Warning

Stage 5: Dismissal

The Company reserves the right to invoke the disciplinary procedure at any level taking into account the severity of the infringement. 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 the Workplace Relations Commission.

Please refer to your Company Staff Handbook for further information on this and other policies and procedures relevant to your employment.

**Notice**

In the event that you wish to terminate this contract you are require to provide X WEEKS/MONTHS notice to the company in writing.

In the event that the company are required to terminate this contract notice to shall be given in accordance with the current employment legislation.

*Service Notice*

13 weeks -2 Years 1 week

2 - 5 years 2 weeks

5 -10 years 4 weeks

10 -15 years 6 weeks

over 15 years 8 weeks

Notice must be provided in writing and submitted to your line manager

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

In the event of your contract being terminated on the grounds of gross misconduct you will not be entitled to any notice.

**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 period of this contract or after its termination make use of or communicate, any of the trade secrets or confidential information of the Company which you may have obtained whilst 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 remain 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.

**Confidentiality**

The confidential nature of your work requires that you never disclose any information you may acquire about the affairs of the business or any of its clients. The records and forms you work with are the property of (COMPANY) and must not be shown or given to outsiders without official approval. Failure to comply with these requirements will result in corrective action.

**Staff Handbook** *(if issued)*

If you have been issued with a staff handbook, your attention is drawn to the policies contained therein, which together with this contract form the terms and conditions of your employment.

**Changes to this Contract**

Changes in the terms and conditions of this contract will be notified to you, following consultation and agreement, before the date of proposed change.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ISME Disclaimer:

While every effort has been made to ensure the accuracy of the information provided in this document ISME assumes no responsibility for any errors or omissions contained in this document.