

## Sample Offer of Employment

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_

I am pleased to offer you an appointment to our staff. You are being offered a position in our \_\_\_\_\_ department.

### **Position/Title**

Your Position will be \_\_\_\_\_

Your Manager will be \_\_\_\_\_

This is a permanent position subject to the satisfactory completion of a probationary period.

### **Location**

The company premises are at \_\_\_\_\_, where you shall be presently employed, however you may be relocated in the future and you will be given notice prior to this occurring.

On your first day of employment with the company, you should report to \_\_\_\_\_ at \_\_\_\_\_ am/pm at the above address.

### **Commencement Date**

Your appointment will commence on the \_\_\_\_\_ and will not continue beyond your 65<sup>th</sup> Birthday. (or some other agreed year)

### **Duties**

Your duties will include \_\_\_\_\_ and any other duties you may be assigned.

### **Salary**

Your salary will be €\_\_\_\_\_ per annum, and will be paid monthly/weekly/ by cheque/direct debit etc.

The Company reserves the right to deduct from your pay any sums which you may owe the Company including without limitation to, any overpayment or loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules.

### **Hours of Work**

The Company operates from \_\_\_\_\_ to \_\_\_\_\_. Work hours are from \_\_\_\_\_ to \_\_\_\_\_.

You will be required to work \_\_\_\_\_ hours per week. You will be rostered on a \_\_\_\_\_ basis that will specify the days and hours you are required to work. You will be required to work \_\_\_\_\_ days per week, which may include Saturdays and Sundays.

You are expected to be cooperative in working outside these hours. Your hours of work may be changed at short notice and you are expected to comply with these changes. You will be given as much notice as is reasonably possible.

You may be required to work overtime (that is in excess of \_\_\_\_\_ hours). When this is necessary you will be given as much prior notice as possible.

Break entitlements are \_\_\_\_\_ in the morning and \_\_\_\_\_ for lunch.

Where, due to circumstances outside the control of the Company, there is insufficient work, the Company reserves the right to place staff on Lay Off or Short Time working. In such circumstances the Company will give as much notice as is practicable. Selection for Lay Off or Short Time working will be dependent on operational needs.

### **Probationary Period**

You will be required to satisfactorily complete a six-month probationary period of employment. During the probationary period, employment may be terminated at the Company's absolute discretion. In such case you will be entitled to 1 week's notice, after the completion of 13 weeks service.

The Company reserves the right to extend the probationary period, but in any case it will not be extended beyond 11 months. The company may if it wishes pay salary in lieu of notice and require that during such notice period you do not carry out any duties or attend at the work place.

During the probationary period your performance will be evaluated and if successful the company will confirm the cessation of the probationary period. During the probationary period the provisions of the disciplinary procedure will not apply.

### **Conditions Precedent**

It is a condition precedent of this offer of employment that the company receives satisfactory references and evidence of your qualifications. The company will request references from previous employers. These references must be on file prior to your commencing employment with the company.

You are also required to undergo a **medical examination** with the **company's doctor**. Confirmation of appointment will be dependent on the doctor confirming you are fit for employment.

To arrange your pre-employment medical, please contact:

Dr. \_\_\_\_\_ secretary at:

Address \_\_\_\_\_

Phone \_\_\_\_\_

### **Shift Premium**

The Company may require you to work shift or unsocial hours - in such case you will be paid a premium – details may be obtained from your Manager.

### **Sunday Premium**

If you work Sunday you are entitled to a Sunday premium of \_\_\_\_\_.

### **Holiday Entitlements**

In addition to the statutory 9 public holidays, your holiday entitlements will be \_\_\_\_\_ days per annum together with all statutory public holidays. It may be necessary for some staff to work public holidays. The holiday year runs from \_\_\_\_\_ to \_\_\_\_\_ and your full entitlement must be taken during this period. Only in very exceptional circumstances will un-taken holidays be carried forward to the next period.

Holidays must be requested and approved in advance. 4 weeks' notice must be given to management. No more 2 weeks annual leave may be taken at any one time except in exceptional circumstances and at the sole discretion of management. The Company will try to accommodate holiday dates, but the needs of the business may have to take precedence, particularly where inadequate notice is given.

The Company reserves the right to nominate when holidays may be taken. In such cases at least one month's notice will be given.

Public Holidays shall be given in accordance with the Organisation of Working Time Act, 1997.

On termination of employment, holiday entitlement will be calculated to the nearest full month worked. If you have already taken holidays in excess of your entitlement, this will be deducted from your final salary.

### **Illness**

If you are unable to come to work due to illness you must inform your \_\_\_\_\_, or the \_\_\_\_\_ department within 1 hour of your starting time on the first day, giving some indication of the reason for absence and the likely date of return. If your absence is going to exceed two days you should forward a doctor's certificate to the company on the third day.

Certificates should be furnished on a weekly basis thereafter. Absence from work on Friday and the following Monday also requires a doctor's certificate.

In the event of persistent absences due to illness, we may require you to be examined by a doctor appointed on our behalf. In any event, we reserve the right to have you medically examined at any time during employment for the purposes of establishing your fitness to work.

### **Sick Pay**

The Company does not operate a sick pay scheme. The company therefore is not obliged to pay you during any absence on grounds of illness, and in such event you should avail of the appropriate Department of Social Protection benefits.

### **Termination**

Notice of termination of employment by either you or the company will be \_\_\_\_\_(number of weeks) or such further period as may be required by the Minimum Notice and Terms of Employment Acts, 1973 & 2001. The company may if it so wishes pay salary in lieu of notice and require that during such notice period you do not carry out any duties or attend at the work place.

### **Pensions**

Employees who have at least 6 months service in the Company can set up or contribute to a PRSA through payroll deductions.

The Company has appointed \_\_\_\_\_ as PRSA provider.

### **Confidentiality**

All information not in the public domain acquired in course of your duties must be treated as confidential both during and after termination of your employment. You are required to sign the company's standard confidentiality and conflict of interest documentation. (NOTE this should accompany a contract of employment). **See sample Confidentiality Agreement in Section 10.**

### **Exclusive Service**

During your employment you must devote your time, attention and skills exclusively to the business of the company and you must use your best endeavours to promote the interests, business and welfare of the company. You will not, during the continuance of your employment engage in other work or employment for any other party without the prior written consent of the company. You must avoid outside business relationships, or business dealings with any of the company's customers/competitors.

### **Severability**

In the event that any of these terms, conditions or provisions or any part thereof shall be determined to be invalid and unlawful or unenforceable, such term, condition or provision or any part thereof should be severed from the remaining terms, conditions and provisions which shall continue to be valid to the full extent permitted by the law.

**Dismissal Procedure**

Where the Company is considering the termination of employment the employee concerned will be advised of the reasons giving cause to consider this action and afforded the opportunity to respond to such reasons, before any decision is made.

The employee will be advised prior to the meeting of the purpose of the meeting and, in the case of disciplinary action, be allowed to have a work colleague/representation with them if they so wish.

Employees have the right to appeal any decision of dismissal to \_\_\_\_\_(Manager) further information is available in the *Disciplinary Policy*.

**Law**

Irish Law shall govern this agreement and disputes arising under or about it should be subject to the exclusive jurisdiction of the Irish Courts.

**Terms of Employment (Information) Acts 1994 & 2001**

The provisions of this letter and appendices shall constitute notice to you of your terms and conditions of employment as are required to be given to you pursuant to the terms of Employment (Information) Acts 1994 & 2001.

I enclose herewith staff handbook, which expands in detail the terms of your employment and should be read in conjunction with the terms of this letter of offer. You should retain this copy for future reference and note that it forms a part of the terms and conditions of your employment.

I will be happy to go into more detail with you on the enclosed terms and conditions of employment if you wish and if you have any queries, please do not hesitate to contact me.

Please acknowledge acceptance of this offer on the terms stated by signing and returning the enclosed copy of this letter. This offer of employment will remain open until \_\_\_\_\_pm on \_\_\_\_\_date.

Yours sincerely,

\_\_\_\_\_  
Manager (on behalf of the Company)

\_\_\_\_\_  
Employee