**SAMPLE OFFER OF EMPLOYMENT**

**(Candidate Name)**

(Candidate Address)

and

**(Employer Name)**

(Employer Address)

(herein after referred to as “the Company”)

Date issued:

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

**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.

# Probation

There will be a probationary period of 6 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.

**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 \_\_\_\_\_\_\_\_\_\_\_.

# Public Holidays

Your entitlement to public holidays is as follows:

* New Year’s Day
* First Monday in February, or 1 February if the date falls on a Friday
* 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 13 weeks of absence only.

# 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.

# 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.

COMPANY pays sick pay in line with the Statutory Sick Pay obligation. Employees are entitled to Statutory Sick Pay as provided for under the Sick Leave Act 2022 which is subject to annual variation. You will be paid at a rate of 70% of normal daily rate, or €110 per day, whichever is the lesser amount. An employee must obtain an original certificate from a qualified Medical Practitioner on day one of the absence to avail of Statutory Sick Pay, and the entitlement is subject to the employee having worked for the company for a minimum of 13 weeks. Accordingly, you may need to submit a claim to the Department of Social Protection, after 3 days of illness. To apply for illness benefit, an employee should obtain a social welfare claim form from their doctor or hospital and submit it to the Department of Social Protection.

In the event that you are not claiming your entitlement for Statutory Sick Pay the employee will need to present an original certificate from a qualified Medical Practitioner to his/her immediate manager for an absence of 2 consecutive days or more.

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.

Please refer to the company absence policy for information on unacceptable levels of absence. ***(If no absence policy exists please include reference to number of days/occasions that may warrant disciplinary action here).***

**Notice**

In the event that either the company or you wish to terminate this contract, notice to be given shall be 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.

# 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 & 2012.

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