**Contract of Employment**

**Full-Time / Fixed Term**

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, grade or nature of the work (such as a brief job description). 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 and end on DATE.

As per the Code of Practice for Longer Working the management of COMPANY will consider the following grounds when considering the extension of employment agreements beyond the Company’s defined retirement age:

* Intergenerational fairness (allowing younger workers to progress)
* Motivation and dynamism through the increased prospect of promotion
* Creation of a balanced age structure in the workforce
* Succession planning
* Personal and professional dignity (avoiding capability issues with older employees)
* Health and Safety (generally in more safety critical occupations)

**Unfair Dismissals**

This is a Fixed-Term contract and as such the terms of the Unfair Dismissals Acts 1977 to 2015 shall not apply where the only reason for ending the contract is the expiry of the fixed term, or the completion of the specified purpose.

The reason that this contract is being offered on a Fixed Term basis is ENTER REASON FOR FIXED TERM CONTRACT BEING OFFERED

**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).*

The identity of the recipient agency for social security contributions and any protection relating to your social security arrangements should be outlined here. For example : *The identity of the social security institution receiving the social insurance contributions attached to the contract of employment is the Department of Social Protection.*

*(If applicable for regarding Bonus)*

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 at the normal rate of pay / paid at a rate of X.

**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. If the work pattern is entirely or mostly unpredictable, information about the number of guaranteed hours, the hours and days you may be required to work and the minimum notice of a work assignment)*

In line with section 18A of the Organisation of Working Time Act your contract hours are aligned to Band A / B / C / D / E / F / G / H (delete as required).



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 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.

**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
* 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 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.

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

**Pension Scheme**

The company operates an Occupational Pension Scheme / a Personal Retirement Savings Account (Number.................................) *(Delete whichever does not apply).*

Employees who wish to make contributions to a PRSA, should contact NAME who will advise you of the company’s PRSA operator.

**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.

**Protected Disclosures Policy**

The Company endorses an open and transparent framework for reporting and disclosure of wrongdoing or breaches within the Company that could potentially be damaging to it. The Company takes such wrongdoings very seriously, and, as such, aspires to instill all staff within it with confidence to disclose any wrongdoings or breaches without the fear of retribution or penalisation for that person.

Our full policy and procedure related to Protected Disclosures/Whistleblowing can be found in the staff handbook.

**CCTV System Policy**

The purpose of the CCTV System Policy is to regulate the management, operation and use of the closed circuit television (CCTV) system at XXX.

Our full CCTV System Policy is contained in the Staff Handbook.

**Data Protection Policy**

The General Data Protection Regulation and Data Protection Acts 1988 – 2018 apply to the processing of personal data.  The Company is committed to complying with its legal obligations in this regard and expects all staff to support this.  We collect and process personal data relating to employees in the course of business in a variety of circumstances (e.g. recruitment, training, payment, performance reviews, etc.) and to protect the legitimate interests of the organisation.

Our policy covers any member of staff about whom this organisation processes data. This may include both current and former staff. Processing of data includes: collecting; recording; storing; altering; disclosing; destroying; and blocking.

Our full policy is contained in the staff handbook.

**Right to Disconnect Policy**

The Company recognises that every colleague is entitled to switch off outside of regular working hours and enjoy their free time away from work without being disturbed. There may be occasions where contact occurs, e.g., where business and operational reasons require communication outside of regular working hours depending on the nature of a colleague’s role.

Our Policy strives to regulate this where possible and gives guidance to managers and colleagues regarding the responsibilities we all have in this regard.

The full policy is contained in the staff handbook.

**Dignity at Work**

COMPANY is committed to providing a working environment free from bullying, harassment and sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect at all times. Details of the Company's Dignity at Work procedure can be found in the Company Handbook. All employees are expected to comply fully with this policy and management will take appropriate measures to ensure that bullying/harassment does not occur.

**Notice**

In the event that you wish to terminate this contract you are required 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee acknowledges that he/she has taken independent advice with regards to this matter and understands the effect and implications of this agreement and every part thereof

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Employee**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(note to members regarding the above additional signed clause: We advise employers to ensure that existing full and part-time staff starting new fixed term contracts obtain independent advice before signing the contract.  The reason for this is that decisions of both the High Court and the Labour Court have previously held that legal or union advice, depending on the nature of the contract, is sufficient and fulfils the independent legal advice requirement that prior informed consent is required for fixed term contracts. Once an employee has obtained informed consent and signed their fixed term contract, the employer will no longer be vulnerable to claims of abuse of the Unfair Dismissals Act 1997. It is extremely important that an employee signs the terms and conditions of a temporary contract)

***Further terms ISME suggest each business consider adding if relevant to the role:***

**Collective Agreement (must be included in the written statement of terms of employment)** – Advisable to include details as applicable to any ERO’s or Collective Agreements in line with your industry.

**Details of Training (must be included in the written statement of terms of employment)** – As per (Transparent and Predictable Working Conditions) Regulations 2022 where an employer is required by law or collective agreement to provide training to an employee to carry out the work for which they are employed, such training shall be provided to the employee free of cost and shall count as working time. Where possible, this training should take place during working hours. Example: If a company requires an employee to complete Mandatory First Aid Training twice a year, details of this must be included in the contract.

**Temporary agency contracts (must be included in the written statement of terms of employment) –** Include the identity of the person or firm hiring the agency worker.

**Garden Leave –** *Suggested Wording*

During any period of notice of termination (whether given by the Company or you), the Company may require you to take garden leave for all or part of the remaining period of your employment. If you are required to take garden leave you will continue to receive your full salary and benefits, but you may be required not to attend your place of work or any other premises of the Company, may be required not to carry out duties during the remaining period of your employment, and may be required not to

contact or attempt to contact any client, customer, supplier, agent, professional, adviser, broker or banker of the Company or any employee of the Company without the prior written permission of the Company.

**Probation Note:**

With effect from 1 August 2022, in situations where an employee is subject to a probationary period at the commencement of employment, that period shall not exceed six months, except in limited circumstances as provided for in the regulations. In those limited exceptions the maximum period may be extended to no more than twelve months.

Where a fixed-term employee has entered into a fixed-term contract with an employer which provides for a probationary period, the length of such probationary period shall be proportionate to the expected duration of the contract and the nature of the work.

Where a fixed-term contract is renewed for the same functions, the contract shall not be subject to a new probationary period.

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.