

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..... . 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 onand end on.....

Unfair Dismissals

This is a Fixed-Term contract and as such the terms of the Unfair Dismissals Acts 1977 to 2007 shall not apply.

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. 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.

Line Manager

You will be reporting to.....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. *(If shift work is appropriate include full details here).*

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.....

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.

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.

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

Holiday Entitlement

The company's holiday year runs fromto..... Your paid holidays will be working days per year. *(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, 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 ____ 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:

- 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

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 30 minutes 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 does not pay employees who are absent due to illness. Accordingly, you may need to submit a claim to the Department of Social Protection, after 6 days of illness.

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).***

Pension Scheme

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

Employee's who wish to make contributions to a PRSA, should contact..... who will advise you of the company's PRSA operator.

Retirement Age

The retirement age for employees is 65 years. Employees will be contacted 6 months prior to their reaching the retirement age to discuss issues around your retirement from the company.

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

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 work colleague may accompany you to this appeal hearing.

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 the Workplace Relations Commission.

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

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 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
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10 -15 years	6 weeks
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Notice must be provided in writing and submitted to _____ (*Named 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.

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.