

Omeath District Development Company

Sample Employee Fixed Term





Contract of Employment between

Company Name

and

Employee Name

Terms & Conditions of Employment

This document is a fixed term contract of employment entered into between **Company Name** and **Employee Name** of **Employee Address** which sets out the following terms and condition of employment:

1. Start Date and Job Title

Your employment will commence on **Date** and will terminate on **Date** subject to client demand for **specified company services relating to the employees skills**. *The Unfair Dismissals Act 1977 – 2007* will not apply by reason of the expiry of this contract on this date. You will be employed as **Name of Job Title** based in the Company's office in **Employment Address**, or as may be designated from time to time by the Managing Director of **Company Name**.

2. Remuneration

The salary for the position is €**xxxxx** per annum. Your salary will be subject to PRSI and any other agreed deductions. Salaries are paid on a **monthly basis, every last Friday of the month** in arrears by way of **cheque**.

3. Probation

For the first six months of your employment a probationary period will apply. This probationary period may be extended at **Company Name** discretion up to a maximum of 11 months. **Company Name** reserves the right to terminate this contract of employment either during or at the end of this probationary period at its discretion.

4. Hours of Work

Your hours of work will be **39 hours per week with a minimum 30 minutes unpaid break for lunch**. Rest breaks will be taken in accordance with the terms of the *Organisation of Working Time Act, 1997*.

5. Annual Leave

Company Name annual leave year runs from **1st January to 31st December** each year and your annual leave entitlement is **22 working days**. Annual Leave will be calculated in accordance with the provisions of the *Organisation of Working Time Act, 1997*. Annual leave is exclusive of the usual public holidays and requests for leave must be approved in advance by the **Managing Director**.

Public Holidays will be granted in accordance with the provisions of the *Organisation of Working Time Act, 1977*. When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement on the date of termination, shall deduct the excess holiday pay from your final salary payment.

6. Duties

You will be required to perform any duties which may be assigned to you from time to time as appropriate to your position and to undertake all legitimate, reasonable requests made. This position is a **full time post** and you may therefore not engage in private practice or be connected with any outside business, which might interfere with the performance of official duties, without the express agreement of **Company Name Managing Director**.

7. Sick Pay

In the event of absence due to illness you must notify your Managing Director by no later than 10.00am on the first day of illness. A certificate from a qualified medical practitioner must be furnished to Company Name on the 3rd day of absence and on a weekly basis thereafter and Company Name, reserves the right to refer you to a company nominated medical practitioner for an independent medical assessment, at the company's expense.

Company Name does (does not) operate a company sick pay scheme. (Give terms of scheme if one in place).

8. Pension & Retirement

Company Name does not provide an occupational pension scheme and does not contribute to an employee's Personal Retirement Savings Account (PRSA). You may access a PRSA on a voluntary basis through **Irish Life Assurance plc**. (Give terms of scheme if one in place.)

Normal retirement age within **Company Name** is at the date you become eligible for payment of the State pension and all contracts will expire on this date.

9. Expenses

When absent from your normal place of work on approved company business you will be paid appropriate travelling expenses and subsistence allowances in accordance with **Company Name** Travel and Subsistence Policy and Rates.

10. Confidentiality

You will agree not to disclose to third parties any confidential information either during or subsequent to the period of your employment.

11. Prior Approval of Publications

You agree not to publish material related to your official duties without prior approval of the **Company Name Managing Director**.

12. Employee Handbook

You accept and agree to be bound by the terms of the **Company Name** Employee Handbook, details of which are located in the **Company Name** office in **Office Address**.

13. Harassment, Sexual Harassment and Bullying

You agree to be bound by the terms of **Company Name** procedures relating to harassment, sexual harassment and bullying, details of which are contained in the Employee Handbook.

14. Safety Statement

Company Name has prepared a safety statement in accordance with the *Safety, Health and Welfare at Work Act, 2005*. You should familiarise yourself with the safety procedures for your employment.

15. Grievance Procedures

You agree to be bound by the terms of **Company Name** procedures for grievance resolution, details of which are contained in the company Employee Handbook.

16. Disciplinary Procedures

You agree to be bound by the terms of **Company Name** disciplinary procedures, details of which are contained in the company Employee Handbook.

17. Termination Provisions

Notwithstanding the fact that this is a fixed term contract, **Company Name** may terminate this contract prior to the expiry of this fixed term in accordance with *the Minimum Notice (Terms of Employment) Act, 1973 – 2001*. Your employment may be terminated without notice for gross misconduct or failure to carry out such duties as may be assigned to you by **Company Name** from time to time. It may also be terminated on account of:

- Incompetence or poor work performance;
- Misconduct (serious or persistent);

- Incapacity;

- Redundancy;

- Circumstances unforeseen e.g. cessation of funding, insufficient sales revenue or business income, decisions made by Government relating to the continuation of grant funding, any other reason the work or project cannot be completed or is no longer required etc.
- Other substantial reasons occurring.

Except in circumstances justifying immediate termination of your employment, you will be entitled to receive the appropriate period of notice set down in the *Minimum Notice (Terms of Employment) Act 1973 – 2001* as amended by the *Unfair Dismissals Act, 1977 – 2007*. All dismissals will be carried out in accordance with the provisions of the company disciplinary policy, see clause 17 in this contract.

Should you wish to resign voluntarily a minimum of two week's notice in writing is required. This requirement may be waived by agreement with **Company Name**.

18. Lay off/Short time

Company Name reserves the right to lay you off from work or reduce your working hours, where through circumstances beyond its control it is unable to maintain you in employment.

- You will receive as much notice as is reasonably possible prior to such lay off or short time;
- You will not be paid during the lay off period;
- You will be paid only in respect of hours actually worked during any period of short time.

19. Variation

Any changes or variations in the terms and conditions of your employment with **Company Name**, occurring after the date of this document, will be notified in written form, where possible, within one month of the change. Any such variation will henceforth form part of this contract.

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I have read, understand and accept in full the aforementioned terms & conditions of my employment with **Company Name**, as set out in this document.

Signed:

Date:

Employee Name

Signed:

Date:

Person on behalf of Company Name

Position: **Managing Director**