Sample Employment Contract #2

Employment Contract

Name:

Address:

Position:

You will be employed as _____ .

The terms & conditions of your employment with _____ trading as _____ (hereinafter called the Company) are:

Commencement Date:

Your employment with the Company shall commence on __ / __ / ____ .

Remuneration

Your remuneration will be _____ gross per annum. Payment will be _____ in arrears _____ .

Bonus:

Report to:

Hours of work:

Your normal hours of work will be from first call _____ _____ to _____ _____ daily, Monday to Friday. You will be expected to work appropriate hours in order to carry out your responsibilities. It is the policy of the Company, that as far as possible, extensive working hours above the norm will not occur.

Place of Work:

You will be required to work in _____ .

Holidays & Holiday Pay

Entitlement:

The company's holiday year runs from __ / __ / ____ . Your paid holidays will be _____ working days per year and proportionately less for less than twelve months service.

Holiday Pay:

This will be based on your current normal weekly rate of remuneration.

Notice of Holidays:

You must give not less than _____ weeks advance notification of those dates and periods on which holidays will be taken.

Public Holidays:

Your entitlement to leave for public holidays shall be in accordance with the terms of the Holiday (Employees) Act 1973-1991.

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 termination, the Company will deduct the excess holiday pay from any termination pay.

Probation:

Your employment will be probationary for the first _____ months. If this agreement is terminated within the probationary period it shall be at the discretion of the Company and, in this case, 1 week's notice will be given.

Sick Leave

Absence:

a) If, for any reason other than exceptional circumstances, you are absent from the Company's employ or unable to carry out the full duties of your employment, you must contact the company by 9.30 a.m. on

the first day of such absence. Failure to do so may result in your wages been stopped until you return to work. A certificate from a qualified Medical Practitioner must be submitted on the third day of continuous absence and on a weekly basis thereafter. The Company reserves the right to have you examined by its own Medical Practitioner.

b) It is entirely at the company's discretion whether or not to make any payment to you while you are absent through illness. Accordingly, the company may after 3 days of sick leave stop your wages until your return to work and request that you claim your monies from the relevant state scheme.

Pension Scheme

VHI Group Scheme

Retirement Age

Normal retirement age for employees is _____ years.

Lay Off and or Short Time

a) The employer 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.

b) You will receive as much notice as is reasonably possible prior to such lay-off or short time.

c) You will not be paid during the lay-off period.

d) You will be paid only in respect of hours actually worked during the period of short time.

Grievance & Disciplinary Procedure

Absence:

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 employee or union representative may accompany you at 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 a Rights Commissioner, the Labour

Relations Commission, the Labour Court , the employment Appeals Tribunal or Equality Officer, as appropriate.

Disciplinary Procedure

Infringement of a term of this contract or of established Company Rules can lead, depending on the gravity of the breach, to 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.

Certain grave breaches can, following considerations of all the circumstances by the company, lead to summary dismissal or suspension pending investigation. In all dismissal cases, full investigation will be carried out, and you will have the right to present 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, should you then wish to challenge the dismissal in accordance with normal procedures, the matter shall be referred to a Rights Commissioner, the Labour Court , the Labour Relations Commission, the Employment Appeals Tribunal or an Equality Officer as appropriate.

Notice

In the event that either the company or you wishes to terminate the contract before its expiry date, one month notice must be given by both parties. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

Search

The company reserves the right to search your person, vehicle and property while on or while departing from the company premises.

Undertakings & 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.

In consideration of your employment by _____ and in further consideration of information, data and confidential matters that will be imparted to you with respect to products, process and general business activities carried out by the company, you agree to the following:

a) All such records and all reports, sketches and plans relating to work carried out in the course of your employment will, together with all other documents and papers of a secret and confidential nature provided by the Company, be property of the Company at all times. You will not retain copies of such records, reports, plans or sketches without the prior approval of the Company.

b) You will not at any time either during the subsistence of this contract or after its termination make use of or communicate to any unauthorised, any of the trade secrets or confidential information of the Company which you may have obtained while in the service of the Company.

c) That upon the termination of this contract you will forthwith deliver to the Company, without prior request, all documents in your possession or control relating in any way to the business of the Company.

d) All publications will be submitted to the Company for clearance and approval prior to submission for publication.

e) 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 be 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. Cognisance will be taken of the part played by you and appropriate recognition will be given for creative thinking at work.

Changes in the terms of this contract or in other terms, conditions & rules of employment will be notified to you before the date of proposed change, and will have effect with your acceptance or acquiescence.

I accept and agree to all of the above Terms & Conditions of my employment:

Signed: _____ *(*Employee*)*
Date: __ / __ / ____

Signed: _____ *(*Employer*)*
Date: __ / __ / ____

New Employee Details

Please complete the following details and return it with your signed contract of Employment.

Name: _____

Address: _____

Date of Birth: _____

Bank/Building Society Name: _____

Bank/Building Society Address: _____

Account Number for Wages: _____

Account Sort Number: _____

PRSI No. (Attach P45): _____

Signed: _____ *(*Employee*)*
Date: __ / __ / ____