

***** Sample Indefinite Term Contract***
(Part Time)**

Contract of Employment between

<Insert Name of Company>

and

<Insert Name>

This is an information note only and it should not be regarded as a legal interpretation of employment legislation. Professional advice should always be sought from an appropriately qualified and experienced source in the interpretation and application employment practices.

Terms & Conditions of Employment

This document is an indefinite term contract of employment entered into between <Insert Name of Company> and <Insert Name> of <Insert Address> which sets out the following terms and condition of employment:

1. Start Date and Job Title

Your employment will commence on <Insert Date> and will continue subject to the continuation of Government funding. You will be employed as <Insert Job Title, Grade> based in <Insert Location>, or as may be designated from time to time by the Board of <Insert Company Name>.

2. Remuneration

The salary for the position is €<Insert figure> per annum. Your salary will also be subject to increases allowed for under national wage agreements, where these exist, and will be subject to PRSI at the A1 level of deductions. Salaries are paid on a <Insert Frequency> basis, every <Insert day/date> by way of <Insert payment method>.

3. Probation

For the first <Insert amount> months of your employment a probationary period will apply. This probationary period may be extended at <Insert Company Name> discretion up to a maximum of 11 months. <Insert 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

This position will be on a part time basis. Your hours of work will be <Insert number> hours per week. Rest break will be taken in accordance with the terms of the *Organisation of Working Time Act, 1997*.

5. Annual Leave

<Insert Company name> annual leave year runs from <Insert Dates> each year and your pro rata annual leave entitlement is <Insert number of days applicable to the employee> working days i.e. xx% of the full time annual entitlement of <Insert number of days> 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 <Insert relevant staff member>.

Public Holidays will be granted in accordance with the provisions of the *Organisation of Working Time Act, 1997*. When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement on the date of termination, <Insert Company Name> 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. While the company recognises that this is a part time position, you may not however 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 <Insert company name> Board.

7. Sick Pay

In the event of absence due to illness you must notify your line manager by no later than <Insert Time> on the first day of illness. A certificate from a qualified medical practitioner must be furnished to <Insert Company Name> on the <Insert Number> day of absence and on a weekly basis thereafter and <Insert Company Name>, reserves the right to refer you to a company nominated medical practitioner for an independent medical assessment, at the company's expense.

<Insert details of, or reference to, the sick pay scheme here if applicable, bearing in mind that sick leave entitlements will be on a pro rata basis as position is part time >

8. Pension & Retirement

<Insert details of either occupational pension scheme and/or P.R.S.A. provided>

Normal retirement age within <Insert 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

<Insert the following if applicable>

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 <Insert relevant rates e.g. Civil Service>

10. Educational Support

<Insert details of, or reference to the company's Education Support Policy if applicable>

11. Confidentiality

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

12. Prior Approval of Publications

You agree not to publish material related to your official duties without prior approval of the <Insert Company Name> Board.

13. Staff Handbook

You accept and agree to be bound by the terms of <Insert Company Name> Staff Handbook, details of which are contained in <Insert Location of Handbook>.

14. Harassment, Sexual Harassment & Bullying

You agree to be bound by the terms of <Insert Company Name> procedures relating to harassment, sexual harassment and bullying, details of which are contained in <Insert Location of procedures>.

15. Safety Statement

<Insert 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.

16. Grievance Procedures

You agree to be bound by the terms of <Insert Company Name> procedures for grievance resolution, details of which are contained in <Insert Location of procedures>.

17. Disciplinary Procedures

You agree to be bound by the terms of <Insert Company Name> disciplinary procedures, details of which are contained in <Insert Location>.

18. Termination Provisions

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 and Terms of Employment Act, 1973 - 2001* as amended by the *Unfair Dismissals Act, 1977 - 2007*.

This contract may be terminated without notice for gross misconduct or failure to carry out such duties as may be assigned to you by <Insert 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;
- Other substantial reasons occurring.

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 *<Insert Notice Period>* notice in writing is required. This requirement may be waived by agreement with *<Insert Company Name>*.

19. 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.

20. Variation

Any changes or variations in the terms and conditions of your employment with *<Insert 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.

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

Signed:..... **Date:**

(Employee Name)

Signed: **Date:**

(Name) On behalf of <Insert Company Name>

Position: *<Insert Position>*