

ABC Ltd  
1 Main Street  
Dublin 2

## **Contract of Employment**

### **Employee**

Name:

Address:

PPS No:

### **Employer**

ABC Ltd. 1 Main Street, Dublin 2

### **Commencement Date**

You will commence work with ABC Ltd on 01<sup>st</sup> January 2012

### **Category**

You are employed primarily as a Salesperson. You will be required to be flexible in this position and must be prepared to undertake such other work as may be assigned to you by the Company from time to time. Such work can be outside the normal area of your duties.

### **Place of Work**

You will normally/mainly be required to work at ABC Ltd, 1 Main Street, Dublin 2, but you may be required from time to time to work at ABC Ltd's other places of business. You will be given as much notice of any such change of work place as possible.

### **Hours of Work**

Your normal working week will be 5 days (40 hours per week). Your normal working hours will be 9am – 6pm. You will have a 15 minute tea break at 10.30am and a 1 hour lunch break at 1.00pm. The Company reserves the right to change these working hours. You will receive as much notice as is reasonably possible. You may be required to work overtime depending on the requirements of your work and at the discretion of the management. Where possible, you will be notified in advance.

### **Remuneration**

Your rate of pay will be €25,000 gross per annum. This is subject to statutory deductions. You will be paid by cheque or credit transfer.

Deductions for overpayments will be made from subsequent salary cheques once discovered.

Payment for overtime will be time and a half.

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### **Annual Leave**

The Company's holiday year runs from January to December.

Your holiday entitlements will be 20 working days and shall be in accordance with the provisions of Part 111 of the Organisation of Working Time Act 1997.

Payment for leave will be calculated in accordance with the Provisions of Part 111 of the Organisation of Working Time Act 1997. The final decision in allocating annual leave date rests with the management.

Holiday leave is not cumulative and shall not be carried over into the following year, or holidays not taken by the end of the year cannot be carried forward from one calendar year to the next, except by prior arrangement, and must be taken within 6 months of the ending of the year.

When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement at the date of termination, the company will deduct the excess holiday pay from any termination pay.

Payment in lieu of annual leave may only be given on termination of the contract of employment.

### **Public Holidays**

Your entitlement to leave for public holidays shall be in accordance with the terms of Part 111 of the Organisation of Working Time Act 1997. Bank holiday work operates on the double time rate.

### **Absence/Sick Pay**

In the event of absence from work, you are required to contact the Company before 10.00am on the first day of absence. 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.

### **Notice**

Except in circumstances justifying the immediate termination of your employment by the Company, you will be entitled to receive the appropriate period of notice set down in the Minimum Notice and Terms of Employment Acts 1973-1991.

Either party can give 2 weeks notice of intent to leave.

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**Lay-Off/Short-Time**

The Company reserves the right to lay you off from your work or reduce your working hours where, through circumstance beyond it's control, it is unable to maintain you in full employment.

You will receive as much notice as possible prior to such a lay-off or short-time.  
You will not be paid during the lay-off period.

You will be paid for the hours actually worked during short-time.

**Search**

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

**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 other management as circumstances warrant. If you are unhappy with the outcome of the hearing you may appeal to more senior management. You may be accompanied by a fellow employee or have a representative at this appeal hearing.

In the event of the matter not being resolved internally, the matter shall be referred through the normal industrial relations procedures, which shall include reference to the Labour Relations Commission, Rights Commissioner, Equality Officer, Labour Court or Employment Appeals Tribunal, as appropriate.

**Disciplinary Procedure**

Infringement of a term in this contract or of established Company rules can lead, depending on the gravity of the breach, to an informal or formal warning, (counselling, verbal, written, final warning), suspension with or without pay, transfer to other duties and loss of privileges. Ultimately, persistent breaches or inadequate work performance can lead, following warnings to a dismissal.

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

I accept and agree to all of the above terms and conditions of my employment.

Signed:

Date:

\_\_\_\_\_  
(Employee)

Signed:

Date:

\_\_\_\_\_  
(For the Company)