

CONTRACT OF EMPLOYMENT

This contract along with the employee handbook forms the basis of your terms and conditions of employment both must be read in conjunction.

Between

Glasha Taverns Limited t/a The Eagle, registered at EA House, Damastown Industrial Park, Dublin 15.

And

Julio Cesar da Silva Domingues, St James Street, Phoenix View, APT 3, Dublin 8

Commencement & Terms

of Employment:

Your employment with **Glasha Taverns Limited t/a The Eagle** will commence on the **23rd of May, 2025**

It is a condition precedent of this offer of employment that The Eagle receives satisfactory references and evidence of your qualifications. The Eagle reserves the right to request references from previous employers. These references must be on file prior to your commencing employment with The Eagle.

Probationary Period:

Your position is subject to six months' probation. If it is considered that your work performance fails to meet the required levels at any performance review during the probationary period or if in the opinion of management, you are deemed unsuitable for the role your employment will be terminated in accordance with the Minimum Notice and Terms of Employment Act, 1973. The Company reserves the right to provide payment in lieu of notice. Notice shall not be provided in circumstances which warrant summary dismissal.

The Company reserves the right to extend the probationary period for a further three-month period if in the opinion of management, you have not attained the standards required or if you have received a disciplinary warning during your probation term. Furthermore, if having joined the Company you are out sick for any period that prevents us completing a full evaluation on your competence, ability, or suitability the Company reserves the right to extend your probationary period.

Probation is not applicable to employees with more than one year's service.

Position:

You will be employed as a **Kitchen Porter**. You will be required to be flexible in this position and must be prepared to undertake other work/duties as may be assigned to you by the Company from time to time.

Duties &

Responsibilities:

You shall during the course of your employment;

- Diligently undertake and perform such detailed duties and tasks as are detailed in your job description and such additional duties which may be assigned to you by your Supervisor/Manager. The job description sets out a general list of those duties. This list is non-exhaustive, and you shall be assigned additional duties by your Supervisor/Manager;
- Report to the Restaurant Manager and at all times keep your Manager promptly and fully informed (in writing if so requested) of your conduct regarding the discharge of your duties and provide such explanations as your Manager may require in connection therewith;
- Comply with any performance objectives which may be agreed between you and your Manager;
- You agree to comply with all lawful resolutions, regulations and directions from time to time given to you by your Manager and will all rules and regulations from time to time laid down by the Company concerning its employees;

- Carry out your duties in a proper and efficient manner and use your best endeavors to maintain, protect, promote and extend the business, interests, reputation and welfare of the Company;
- Devote the whole of your time, attention, abilities, expertise, skills and ingenuity to carrying out your duties hereunder during normal working hours and at such other times as may be required by the needs of the Company or the nature of your duties.
- All employees must maintain a clean area of work at all times.

We may also ask you to perform duties additional to those outlined above, but requiring similar skills. This will not constitute a change of the terms and conditions of your employment.

Location: You will normally be required to work at our principal place of business **18-19 Glasthule Road, Dun Laoghaire, Glasthule, Co. Dublin A96 H2N1.**

Hours of Work: You will be required to work approximately 20 hours per week. You will be paid weekly in arrears by electronic transfer every Thursday, and details of your pay will be specified on your payslip. Your weekly working hours will be indicated on a roster that will be provided to you a week in advance.

The Company reserves the right to determine the hours days or alternatively change these working hours. You may be required to work additional hours. You will be entitled to remuneration for any hours worked in excess of your normal hours per week. This will be paid at the basic rate.

Your weekly hours assigned to you will vary due to the demands of the business. The Company cannot guarantee working hours to you.

There will be a 15-minute unpaid break upon completion of 4.5 hours worked and/or a 30 minute unpaid rest break upon completion of 6 hours worked. All rest breaks must be recorded by the clocking in and out system.

Remuneration: You will be paid **€13.80** gross per hour. This is in consideration of any hours worked on Sundays. You will be paid weekly by electronic transfer or by cheque and details of your pay will be specified on your payslip, this is subject to statutory deductions.

In accordance with section 23 of the National Minimum Wage Act, 2000 you may request a written statement of your average hourly rate of pay for any pay reference period falling within the previous 12 months.

Deductions: Deductions for overpayment will be made from subsequent salary payments once discovered. Under section 5 of the Payment of Wages Act 1991 the Company reserves the right to deduct from your wages any money owed by you to the Company, including but not limited to; outstanding loans, advances, uniforms, course fees, the cost of repairing or recovering damage, loss of Company property caused by you, any excess holiday pay provided to you, losses incurred resulting from your negligence or overpayments made to you in error.

Social Security Contributions: Income Tax (PAYE), Pay Related Social Insurance (PRSI) and Universal Social Charge (USC) will be deducted from your weekly wages and collected by Revenue. These deductions will be calculated based on the employee's earnings and applicable tax credits as determined by the Revenue Commission. The deductions for Income Tax, PRSI and USC will be made at the prevailing rates for the relevant tax year as determined by the Revenue Commission. These deductions will be itemised and identified on the weekly payslips.

Expenses: All authorised expenses must be vouched, and processing guidelines adhered to in order that employees may be reimbursed.



Pension/P.R.S.A:	This employment is not pensionable and you should arrange your own pension and life assurance arrangements. The Company offers a P.R.S.A. scheme to employees. Please note that the Company shall not contribute to P.R.S.A. or pensions on behalf of employees.
Tips & Gratuities:	Tips and gratuities given by customers will be distributed amongst all employees. Please see Employee Handbook for further details on our Policy.
Work Permit/Visa:	Some employees will be offered employment subject to them holding a valid work permit and/or visa. Upon commencement of employment, employees must provide evidence of their permission to work in Ireland to their Manager. This may include; a Current Passport, Garda National Immigration Bureau (GNIB) Registration Card, or an Original Employment Permit. Employees are responsible to ensure that their visa and work permit is valid and up to date and must notify the Company of the renewal date. Employees are responsible for making their own arrangements to renew their visa and work permit. If you are likely to have difficulty in producing the documents as specified above please let the Company know as soon as possible. Where an employee has failed to renew their work permit or where it has been established that the employee does not hold a valid work permit, the Company reserves the right to terminate their employment on the grounds of suitability.
Holidays:	Your annual leave entitlements will be calculated at 8% of the hours worked in a leave year (subject to a maximum of 4 working weeks) and shall be given these in accordance with the provisions of Part III of the Organisation of Working Time Act, 1997. The annual leave period is from January to December, and all annual leave should be taken within this period. You will not be permitted to avail of annual leave throughout the Christmas/New Year period. The premises will be closed on Christmas day. For further details on the Company's annual leave policy, please see the Employee Handbook.
Absence/Sick Pay:	Employees who have 13 weeks service with the Company will be entitled to up to 5 days Statutory Sick Pay for medically certified sick leave. Employees will be entitled to 70% of their normal wages (up to a maximum of €110) per day. The Company's sickness procedures are outlined in the Employee Handbook.
Medical Examination:	You may be required, at any time during your employment with The Eagle, to submit to one or more medical examinations by a registered medical practitioner nominated by the Company. You may be required to complete an online medical survey prior to recruitment.
Public Holidays:	You may be required to work public holidays shall paid in accordance with the terms of Part III of the Organisation of Working Time Act, 1997.
Security & Monitoring:	<p>The Company reserves the right to carry out the following monitoring of employees:</p> <ul style="list-style-type: none"> • Random personal searches of you and your personal belongings. Such searches will only be in exceptional circumstances and must be authorised by the Director; • Monitoring of e-mail, fax, telephone and internet use; • Monitoring of computer/laptop use. • Due to the nature of our business, CCTV is operational throughout the building and the company retain all images for six months unless an incident is brought to the attention of management. In such circumstances it will retain the images so long as they are legally required.
Notice Terms:	Should the contract of employment be terminated by either the employee or the Company, each party will provide notice to the other in line with the Minimum Notice and Terms of Employment Act, 1973:

Length of Service	Minimum Notice
0- 13 weeks	0
13 weeks to 2 years	1 week
2 years to 5 years	2 weeks
5 years to 10 years	4 weeks
10 years to 15 years	6 weeks

15 years or more

8 weeks

The exception to the provision of such notice is the occurrence of the summary dismissal of an employee. In such a situation, the Company is not required to provide notice to an employee.

However, the Company reserves the right to waive this notice period by paying the employee in lieu of notice. If an employee leaves without giving the Company the requisite notice, the Company reserves the right to retain the whole or part of your wages commensurate to the notice period owing by you to the Company, in accordance with section 5 of the Payment of Wages Act, 1991.

On the termination of your employment with us, you will be required to return, without delay, to The Eagle all property belonging to the Company which may be in your possession. Including but not limited to; uniforms, personal computers, software, manuals, identity cards and all other items belonging to or issued to you by or on behalf of The Eagle in the course of or in connection with your work.

Health & Safety:

It is the policy of The Eagle to operate and maintain a safe and healthy working environment and to comply with the statutory requirements of the Safety, Health and Welfare at Work Act 2005.

A copy of The Eagle's Safety Statement is available for your information on the commencement of your employment and on an annual basis thereafter. You are expected to familiarise yourself with this document and it is your duty as an employee to comply with its guidelines and directions. You will be required to confirm that you have familiarised yourself with our Safety Statement by signing and returning the Acknowledgement Form at the front of the document.

In signing this contract of employment, you acknowledge that you have undertaken the proper lifting courses and are fully competent to discharge your duties in a safe manner. You further acknowledge that you are aware of all Health & Safety legislation and requirements, including Fire Safety Regulations, lifting procedures and all other procedures, to enable you to provide or complete your work in a safe manner. If you have not received any of the above training, you must highlight this issue to your manager.

If you are unsure of any aspect of the Safety, Health and Welfare at Work Act 2005 or what is required of you from a Health & Safety point of view, this should immediately be brought to the attention of the employer, so that further information and/or training can be provided.

Grievance:

Your grievance procedure is outline in your Employee Handbook.

Disciplinary

Procedures:

Your Company disciplinary procedure is outlined in your Employee Handbook.

Lay Off /

Short Time:

The Company reserves the right to lay you off from work, impose a short time working week 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 proposed measures. You will not be paid during the lay off period. In respect of short-time working week and a reduced working week, you will be paid for hours actually worked only at a pro-rata rate.

Grievance & Disciplinary

Procedures:

Your Company grievance and disciplinary procedures is outlined in your Employee Handbook.

Bullying & Harassment: Your Dignity at Work policy is outlined in your Employee Handbook.

General:

Changes in the terms of this contract or in other terms, conditions, and rules of employment will be notified to you before the date of the proposed change. These terms will be entered in the relevant documents or otherwise recorded for reference within one month of the change taking place.



Addenda: Your employee handbook covers all policies and procedures and is an integral part of your contract of employment with this Company.

Irish Law: The laws of the Republic of Ireland shall govern the construction, validity, and performance of this Agreement.

I accept and agree to all the above terms and conditions of my employment. I acknowledge receipt of the terms of the staff handbook and confirm that I have reviewed same. I accept the handbook together with this contract, forms the terms and conditions of my employment with the Company.

Signed: _____
(Employee)

Date: ____/____/____

Signed: UDO Wittmann
For and on behalf Glasha Taverns Limited t/a

Date: 16/05/2025 _____

The Eagle

This agreement is to be completed and signed in duplicate, one copy to be retained for record purposes by the Company and one copy by the employee.

You accept and agree that the delivery of this contract, including staff handbook by email acknowledges the employer complies with s3 of the Terms of employment (information) Act 1994. All emails are issued with a read and receipt notice; however, you are required to confirm to jdowd@electroautomation.com that you have received both documents.

This agreement is to be completed and signed in duplicate, one copy to be retained for record purposes by the Company and one copy by the employee.

