

# DUNNES STORES

46 - 50 South Great George's Street, Dublin 2

Ms. Yachitra Sivakumar  
12 Heather Walk  
Ard Sionnach  
Shanakiel  
Ireland

Wednesday, 4 January 2023

Dear Yachitra

I am pleased to tell you that your application for employment with Dunnes Stores has been accepted. This letter sets out, in brief, your main Terms and Conditions of Employment. Further details are to be found in the Company Handbook that will be issued to you when you commence your employment with Dunnes Stores. It is your responsibility to familiarise yourself with the details contained within. In addition, you will also be given details of the Dunnes Stores' Sick Pay Scheme. Both the Handbook and the Dunnes Stores' Sick Pay Scheme, as amended from time to time, will form part of your Terms and Conditions of employment.

If you are currently employed with Dunnes Stores, please note that this contract constitutes a variation to your existing employment contract. You will be required to complete a six month probationary period of employment. During this period you will be assessed on your overall performance. Either party has the right to terminate your employment during the probationary period with one week's notice.

**Commencement Date:** 7 January 2023

**Start Time:** 11:00AM

**Store for Induction:** BALLYVOLANE

**Place of Work:** Your normal place of work will be MERCHANTS QUAY CORK. However, the Company reserves the right and by this contract you hereby agree, to carry out your work, either on a temporary or permanent basis, at such location as the Company may reasonably require, from time to time. You will receive as much notice of change as reasonably practicable.

**Position:** You will be employed as a Sales Assistant.

## **Rate of Pay**

You will be paid an hourly rate of € 13.34 which is the point on an incremental scale of five points. You will be paid weekly in arrears. There are no further hourly rate increments applicable to this contract. Monday to Saturday hours from midnight to 6.00am are paid at 1.25. Hours for Sunday paid at 1.5 for all hours.

## **Hours of Work:**

Under the Terms of Employment Information Act, 1994 the Company is obliged to give you written details of the number of hours which the Company reasonably expects you to work per normal working day and per normal working week. In a normal working week it is expected that you will be rostered to work between 15 and 25 hours. The nature of the Company's business means that the length of the shifts that you will be required to work will vary. In a typical week, it is expected that you will be required to work a combination of 3 to 6 hour shifts and 6 to 8 hour shifts over a maximum of 5 days per week (which 5 days may include Sundays and/or Public Holidays). You will be given a minimum of one week's notice of your rostered hours. However, we will endeavor to give you up to 4 weeks' notice of your rostered hours where possible. It is a term of your contract of employment that the Company may vary your working arrangements and in particular may vary the length of the shifts that you are required to work and the days upon which you are required to work them. You are required to work Sundays / Public Holidays as part of your working week. You will have a Minimum of one Sunday off in four as part of your roster. A situation may also arise where the Company requires to make a change to the working arrangements described above on an ongoing basis. This is a different situation to where there is an intermittent change or occasional change. If the Company is making such a change you will be given notice of such change of the duration that the Company would have to give you to terminate your contract and you will be issued with a revised statement of your terms and conditions of employment setting out your new normal working arrangements. .

### **Holidays**

Your holiday entitlement will be pro rata to 21 days per annum, inclusive of your statutory entitlement and inclusive of a day in lieu of Good Friday, calculated as per The Organisation of Working Time Act 1997.

### **Public Holidays**

The payment for working a public holiday is time and a half plus your public holiday entitlement . Public Holiday entitlement is not included for the purposes of calculating overtime.

### **Payment for Absence**

Once you commence your employment you must follow the sick leave notification procedure outlined in your handbook. On completion of 2 years' service you will be eligible for the company sick pay scheme. Entitlement to paid sick leave is conditional on you complying with the terms of the scheme. You will receive a maximum of 12 days on compliance. All sick days entitlement is inclusive of any statutory sick leave. Paid sick leave is not included for hours worked for the purposes of calculating overtime.

### **Pension Scheme**

You are eligible to join the Company's Pension Scheme on completion of 3 years service. Contribution to this scheme is 6% by the Company and 3% by you on pensionable wage. You are entitled to join and remain a member of the Pension Scheme subject to the rules and regulations of the scheme itself and as amended from time to time. Further details can be obtained from your Store Manager and pension provider.

### **Notice Period**

The period of notice you are required to give, and to receive, to terminate your contract of employment is governed by the Terms of the Minimum Notice of Employment Act, 1973. Please also refer to the current Company Handbook.

### **Visas / Work Permits**

Your continued employment is subject to you providing to the company, on an ongoing basis, the correct Visa / Permit and also your adherence to the rules of your permit permissions.

### **Rest Periods & Breaks**

Details of your rest periods and breaks to which you are entitled to are pursuant to Section 11, 12 and 13 of the Organisation of Working Time Act, 1997.

### **Stocktake**

You are required to work stocktakes. Times & Dates to be decided by management.

### **Deductions**

When 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 any termination pay.

### **Uniform**

Any uniforms provided must be returned on termination of your employment. An amount to the value of the cost of the uniform will be deducted from your final payment, should you fail to do so.

### **Time/attendance System**

By signing this contract you consent to the company holding and otherwise processing personal data (without limitation), sensitive personal data relating to you for the purposes of the company administration and management of its employees and business and / or made pursuant to any legal obligation of the company. For the avoidance of doubt, such processing will include information processed as part of the company's time-recording system. Dunnes Stores is the data controller for information received via the handscan system. The handscan system stores the measurement of each employee's hand but does not replicate a fingerprint or handprint. The purpose for which the information is processed is for payroll, time and attendance and security. The information is only used by Dunnes Stores. Employees are entitled to request, through their Store manager access to the information stored and request rectification of the information in the event of an error. If an employee has any concerns as regards the use of the handscan, they are to contact the Store manager, and those concerns will be considered. Any unauthorized use or misuse of this system may result in disciplinary action up to and including dismissal.

I would like to take this opportunity to welcome you to Dunnes Stores. Should you have any queries regarding any of the matters referred to above, please contact your Store Manager.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'E. MacShane', written in a cursive style.

Emer MacShane

For and on behalf of Dunnes Stores

This letter is issued in compliance with the Terms of Employment (Information) Act 1994.

