



Contract of Employment Template

Irish Hotels Federation

Sample Contract of Employment Template

There are various categories of employment contract, each tailored to the specific conditions of the job in question. It is essential that a contract of employment clearly defines the nature of the working relationship.

The below sample contract of employment may be used for various types of employment contracts, including full-time, part-time, fixed-term, and specified purpose contracts. Depending on the category of contract required, the wording must be amended to reflect each circumstance.

Full-time contract of indefinite duration

This is a full-time permanent contract.

Part-time contract of employment

A part-time contract refers to the shorter number of hours worked. It may be a part-time contract of indefinite duration, i.e. permanent part time, fixed term or specified purpose, i.e. temporary part-time contract.

Fixed-term contract

A fixed-term contract refers to an agreed date when the contract will end. E.g. 'Your employment with the organisation will commence on the ___ day of ___ (month) ___ (year). It will terminate on the ___ day of ___ (month) ___ (year). The Unfair Dismissals Acts will not apply to the termination of this contract where such termination is by reason only of the expiry of this fixed term.'

Specified purpose contract

This contract refers to specified work whereby the contract will end when the specified work has been completed. The Unfair Dismissals Acts 1977 to 2015 will not apply to the termination of this contract where such termination is by reason of completion of the specified work.

'Your employment with the organisation will commence on the ___ day of ___ (month) ___ (year). Your employment with the organisation shall continue for the following purpose: (state purpose).' This contract will terminate once the specified work has been completed and the provisions of the Unfair Dismissals Acts will not apply to such termination.'

Casual Contract of Employment

The reference period within which hours may be offered are as follows [*Include days/times employee will be offered hours of work. This may be, for example, the company operating hours*].

Your hours of work will be determined by mutual agreement. The Company will adhere to the notice requirements in s.17 of the Organisation of Working Time Act 1997 and in any event will give you seven days' notice of hours of work, which are available to you. You have the right to refuse or accept these hours. The refusal of hours on your behalf will have no negative consequence on hours being offered to you in the future. Due to the variable nature of the work schedule, the Company gives no guarantee that hours will be offered to you on a weekly basis.

However, from time to time, the organisation may require you to be more flexible to meet the needs of the business and therefore it will not always be possible to give you seven days' notice of hours. This will be done in accordance with the Organisation of Working Time Act 1997.

If you agree to hours of work, you will be required to attend work for those hours. Failure to attend

will result in disciplinary action up to and including dismissal.

Hours of work are offered on the basis of service, with priority given to those with longest service, known as first in first asked (FIFA).

You will be required to sign a double employment form to confirm that your working arrangement and rest breaks are as required by the Organisation of Working Time Act 1997. Your annual leave and public holidays will accrue in accordance with the provisions of the 1997 Act.

Parties:

Employee: (name and address)

Employer: (name and address) (hereinafter called "the organisation")

Nature of contract: (See above for reference to category of contract)

Job Title:

Probation:

You will be employed on probation for ___ months/weeks.

The company reserves the right to extend the probation on an exceptional basis if it is deemed that the extension would be in the interest of the employee. In any case it will not exceed a period of 11 months [*Note: this will need to be reduced proportionately in a fixed term contract.*]

Termination of this agreement within the probationary period shall be at the discretion of the company and in the event of such a termination you will receive ___ months/weeks' notice and not the notice period provided for in the clause entitled "Termination" below.

Likewise, where you intend to resign from your employment during your probationary period you will be required to give the company ___ months/weeks' notice in writing.

Hours of work and rest:

Your normal working hours will be from ___ to ___ Monday to Friday/Saturday. The organisation reserves the right to alter these working hours from time to time.

Your rest arrangements will be given in line with the Organisation of Working Time Act 1997 and will be as follows [*include details of rest breaks*]...

Where you do not get an opportunity to take your break(s), please inform your manager in writing within seven days and an alternative break period will be assigned.

From time to time the organisation may require you to be more flexible to meet the needs of the business. You may/will from time to time be required to work overtime depending on the requirements of your work and at the discretion of management. You will be given as much notice as is reasonably practicable.

Remuneration:

Your rate of pay will be ___ gross (other elements of pay should be stated, e.g., Sunday Premium,

bonus, shift allowance, if applicable). Your pay reference period for the purposes of the National Minimum Wage Act 2000 shall be [monthly/weekly].

You will be paid weekly/monthly in arrears. You will be paid by cheque/credit transfer/cash.

Payment for overtime will be ____ per _____. Payment for overtime will be applicable after completion of your normal weekly working hours.

Sample wording below (amend as appropriate)

The Company will deduct Pay Related Social Insurance Contributions (PRSI) and Universal Social Charge (USC) directly from your wages. It will then be collected by the Revenue Commissioners and a record of your contributions will be held by both the Company and Department of Social Protection. The PRSI and USC deducted will be noted on your pay slip. The Company also pays employer PRSI contributions for you. This contribution is not deducted from your pay.

Employees who earn less than 150% (1.5 times) the national minimum wage may request a written statement of their average hourly rate of pay for a period during the last 12 months.

Flexibility:

You will be required to be flexible in this position and must be prepared to undertake such other duties as may be assigned to you by the organisation from time to time. Such duties can be outside the area of your normal work and may be for such subsidiary companies as the organisation may require.

Place of work:

You will normally/mainly (delete as appropriate) be required to work at the employer's premises at (employer's address), but you may be required, from time to time, to work at the organisation's other places of business or/and the premises of such subsidiary companies or organisations as the organisation may require.

You will be given as much notice of any such change of place of work as is reasonably practicable.

[Note: If there is no main place of work, a statement should be included specifying that the employee is employed at various locations or is free to determine his or her place of work or to work at various places.]

[Note: Where an employee will be required to work outside the State for a period of greater than one month, the following information must be included (and provided to the employee as part of an updated contract of employment prior to their departure):

- the country or countries in which the work outside the State is to be performed and its duration;
- details of any benefits in kind or in cash that the employee is entitled to while working outside the State, and
- where applicable, any particular terms and conditions governing the employees return to working in Ireland.]

Annual leave and public holidays:

The organisation's leave year runs from ____ to _____. Your annual leave entitlement shall be ____

working days and shall be given in accordance with the provisions of the Organisation of Working Time Act 1997. Not more than ____ working days can be taken at any one time. The final decision in allocating annual leave rests with the organisation.

Annual leave must be taken in the current leave year and cannot be carried forward from one leave year to the next except by prior arrangement. When a termination of this contract occurs and the paid annual leave already taken exceeds the annual leave entitlement on the date of termination, the organisation will deduct the excess annual leave pay from any termination pay.

Employees are entitled to benefit from ten public holidays. Public holiday entitlements will be granted in accordance with the provisions of the Organisation of Working Time Act 1997. You may be required to attend for work on a public holiday.

Sick pay:

In the event of absence from work you are required to contact the organisation by (insert time) on the first day of absence. At all times the organisation reserves the right to refer an employee to medical practitioner for an independent medical assessment.

If the company applies statutory sick leave in accordance with the Sick Leave Act 2022

The company provides sick leave in accordance with the Sick Leave Act 2022. The company sick pay policy can be found [include details on where policy can be found]. Employees are required to adhere to the provisions of the company sick pay policy and any statutory obligations that may be specified in the Sick Leave Act 2022 and any regulations made thereunder.

If a sick pay scheme more favourable than statutory sick pay operates

The terms of the organisation's sick pay scheme are [insert details of the organisation's sick pay scheme]

Retirement and pension:

The normal retirement age is ____ years.

You will be entitled to access the organisation's Personal Retirement Savings Account (PRSA) scheme. For details, please contact _____.

OR

The terms of the organisation's pension scheme are _____ (include the employee's contribution level).

Training:

On commencement of employment, the employer will provide you with training as follows [Include details of training provided].

Throughout your employment, the employer endeavours to provide opportunities for training. Further details can be found [include details on where company training policy can be found].
[Note: Where an employer is required by law or by a collective agreement to provide mandatory training. Sample wording below:]

The company is required to provide (include details of mandatory training). This training will be provided free of charge, it will count as working time and, where feasible, it will take place during

working hours.]

Lay off and short-time:

The organisation 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 or maintain you in full-time employment. You will receive as much notice as 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 periods of short-time.

Health and safety:

The organisation attaches the highest regard to the safety, health and welfare of its employees. Our policy in this regard is set out in the organisation's Safety Statement, which includes specific employee duties under the Safety Health and Welfare at Work Act 2005 and related legislation. Employees are expected to familiarise themselves with this policy and observe the provisions set out in the Safety Statement, including their specific obligations concerning their own safety, health and welfare and that of their fellow employees.

Variation:

The parties to this contract reserve the right to vary the terms herein by agreement in writing. Any such variation will henceforth form part of this contract. *[Note: employees must be notified of any changes to the contract no later than on the day the change takes effect.]*

Grievance procedure:

From time to time, grievances caused by misunderstanding, disagreement or general dissatisfaction may occur among employees or between the organisation and its employees. Full recognition is given to the significance of personal grievances, and it is our policy that all grievances will be dealt with without undue delay and resolved at the earliest possible stage.

If you have any grievance that 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 a more senior manager. You may be accompanied by a fellow employee at the appeal hearing.

Termination:

Permanent contract

In the event of termination of your employment, you are required to give the organisation, and the organisation undertakes to give you, ____ weeks' notice. However, both parties are free to waive their right to notice. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed. The organisation reserves the right to pay in lieu of notice. In the event of the termination of your employment by reason of gross misconduct on your part, you will not be entitled to receive notice in accordance with this clause.

Fixed-term/specified purpose contract only

Notwithstanding the fact that this is a fixed-term/specified purpose contract, the organisation reserves the right to terminate your employment prior to the expiry of the fixed term/completion of the specified purpose. In the event of such early termination the organisation undertakes to give you, and you are required to give, ____ weeks' notice. However, both parties are free to waive their

right to notice. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed. The organisation reserves the right to pay in lieu of notice. In the event of the termination of your employment by reason of gross misconduct on your part, you will not be entitled to receive notice in accordance with this clause.

Discipline:

The organisation looks forward to a productive employment relationship and will support you in the performance of your role. However, the organisation retains the right to discipline you, up to and including dismissal, following due procedure, on grounds of:

- capability
- incompetence or poor work performance
- misconduct (serious or persistent)
- failure to carry out reasonable instructions
- legal reasons
- some other substantial reason.

Certain breaches of organisational rules and of established custom and practice may also render you liable to dismissal.

All disciplinary action and dismissals will be carried out in accordance with the organisation's disciplinary procedure, a copy of which will be given to you on your commencement.

Policies:

Select which of the below options apply depending on whether all other policies outside of the contract of employment are contractual or not.

Option 1

This statement sets out the terms and conditions of your employment, which together with any relevant document and/or collective agreement (such as company handbook, Employment Regulation Order, Registered Employment Agreement, union agreement) constitute your contract of employment with the organisation.

Employees are required to familiarise themselves and observe the organisation's policies and procedures as they form part of your contract of employment.

Option 2

For the avoidance of doubt, the Company's policies and procedures are not contractual and may be amended and/or replaced from time to time at the discretion of the Company, with reasonable notice. In addition, the Company's Disciplinary Procedure shall not apply to the Employee during his probationary period including any extension thereof.

Data Protection:

Optional clause for data protection

The General Data Protection Regulation (GDPR) and Data Protection Acts 1988-2018 affects all Company employees requiring that they maintain confidentiality when dealing with personal data. Unauthorised disclosure by you of any personal data relating to others may render you liable for disciplinary action up to and including dismissal. You should access and read the Data Protection Policy, with which compliance is a requirement of your contract.

In the course of your employment with the Company, the Company processes certain information

about you. The Data Privacy Notice/Data Protection Notice attached sets out an explanation of what information about you we process, why we process your information, with whom your information is shared and a description of your rights with respect to your information.

Confidentiality and standards:

Every effort is taken by the organisation to ensure that clients' affairs are treated with absolute confidentiality, and you should note the following provisions in particular: -

You will be expected to keep all information concerning the organisation, its customers, third parties, and any other connected organisation with whom you are involved as an employee of this organisation, absolutely confidential. Any deliberate breach of confidence will be regarded as a matter justifying summary dismissal. This requirement for confidentiality extends beyond your period of employment.

You will deliver to the organisation, on termination of your employment, or at any time it may so request, all documents, notes, records, manuals, programmes or any other materials or property belonging to the organisation or any organisation within the _____ group or relating to customers and/or third parties, which you may then possess or have under your control. You may not, without the organisation's consent, keep copies of same.

You may not remove from the organisation's premises at any time, without proper advance authorisation, any document or other property which belongs to the organisation or contains or refers to any confidential information relating to the organisation, its customers, third parties or any organisation within the _____ group. You will return to the organisation, prior to termination of your employment, any documents or other organisation property that subsequently comes into your possession or procurement in the future.

Exclusivity of Service:

[Note: an employer can only impose an incompatibility restriction where it is proportionate and based on objective grounds. Details of the incompatibility restriction and the objective grounds on which it is based must be provided to the employee in writing either in the contract or in a separate written statement. The following is sample wording which should only be included in the contract where relevant and should be amended as appropriate.]

You will be expected to devote your entire working time and attention to the organisation's affairs and to act in the best interests of the organisation at all times. For as long as you are employed by the organisation, you may not, without the prior written consent of the organisation be involved in any outside business or enterprise where this is likely to [delete as appropriate]:

- be in conflict with the interests of the organisation
- threaten the protection of business confidentiality
- pose a risk to your health and safety
- lead to unproductive or unsafe working conditions
- impact the organisation's and/or your compliance with any applicable statutory or regulatory obligations
- impact your compliance with any applicable professional standards

Governing Law:

This contract shall be governed and construed in accordance with the laws of Ireland. Furthermore, both parties hereby submit to the exclusive jurisdictions of the Irish Courts for the purposes of any proceedings arising out of or in any way relating to this contract or any other proceedings in any way connected with the subject matter of this contract.

Please confirm your acceptance of these terms and conditions by signing below and returning this copy of the contract to us by _____ (insert date).

We look forward to you joining us.

Employer signature: _____

Job title: _____

Date: _____

Acceptance:

I accept and agree to be bound by the above terms and conditions.

SIGNED:

Employee signature: _____

Date: _____