

Nightingale Nursing Home

Registered Nurse

Confidential Contract of Employment

Between (The Employer)

Nightingale Nursing Home, Lowville, Ahascragh, Ballinasloe, Co Galway

And (The Employee)

Anisha Mathew, 69 Cois Na Habhainn, Moate, Co Westmeath.

Scope:

It is intended to outline the terms and conditions of employment between The Employee and The Employer to be entered into ensuring compliance with Employment laws.

1. Purpose:

The purpose of this Contract of Employment is to specify terms and conditions of employment, and, to establish procedures conducive to the promotion of good industrial relations to the mutual benefit of the Employer and its Employees.

It is recognised by the Employer and Management that the security of employment is best ensured by the Employers ability to satisfy our Residents interests and needs.

It is, therefore, important to maintain, foster and encourage productive and efficient operations at all times and to solve all difficulties, which may arise, by reasonable, respectful and patient efforts by both parties under the Grievance Procedures outlined in the Employee Handbook furnished herewith.

2. Employer Rights and Responsibilities:

The Employer has the exclusive right and sole responsibility to plan, organise and manage his/hers operations in order to achieve and maintain maximum efficiency.

The Employer retains the sole and exclusive right to select, employ, promote, discipline and direct its Employees. This includes the right:

- To plan
- To direct
- To schedule and control all operations.
- To schedule and assign work to specific employees.
- To decide working hours
- To determine the means, methods and process of service
- To create, eliminate jobs or job classifications.
- To determine qualifications and requirements for all jobs, including the use of outside contractors where it is deemed appropriate and necessary.
- To adjust employee numbers as required and to decide on manning levels.

*Nightingale Nursing Home
Ahascragh, Ballinasloe, Co. Galway
"QUALITY CARE FOR ELDERLY"
Tel/Fax: 090 96 88095*

Signed: _____ **Employee. Date:** _____

Signed: Anisha Mathew **Employer. Date:** 24/02/2025

It is a condition of employment that Employees desist from unofficial action of any kind and utilise the Grievance Procedures as a means of resolving disputes.

3. Place of Employment:

Your place of work will be at Nightingale Nursing Home, Lowville, Ahascragh, Ballinasloe, Co Galway.

4. Equal Opportunities:

The Employer is an equal opportunities employer. Employees will not be discriminated against or suffer sanctions by virtue of race, religion, sex, sexual orientation, marital status, age or trade union membership, family status, disability, or member of the Travelling Community.

5. Job Title:

Registered Nurse reporting to the Director of Nursing

6. The following Terms and Conditions are offered to you for employment with The Employer:

- Your employment will be full time, permanent and contracted for two years.
- Your employment will involve a 6-month probationary period, which can be extended to 11 months. At the end of your probationary period your employment will be reviewed. During the probationary period employment may be terminated by either party by giving 2 weeks' notice.

7. Commencement date: 1st March 2025 .

8. Hours of work:

You will be employed on a full time, rotating shift basis over a seven-day working week (Sunday to Saturday inclusive). Hours of work will vary according to the needs and circumstances of the nursing home and will be notified to you in advance by the Director of Nursing.

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This employment does not allow smoke breaks.

Signed: _____ Employee. Date: _____

Signed: JMAGS Employer. Date: 24/02/2025

9. Pay Rates:

Your rate of pay will be €23 per hour, 39 hours per week (€46,644 per annum), wages will be paid weekly one week in arrears. This will be paid on a Friday directly into to your bank account. It is the employers' policy to pay wages by bank transfer to a bank account nominated by the employee. The nominated account must belong to the employee. The statutory deductions for PAYE, PRSI, taxes and levies (as they arise) will be deducted at source. No other immigration cost will be deducted. Your wages will be reviewed prior to the completion of your probationary period and annually in line with The Employer Policy. Wage reviews are based on the prevailing economic conditions affecting The Employer's nursing home, job performance, general satisfaction, and goal attainment.

10. Sick Pay:

Under Statutory Sick Pay legislation effective from January 2023, you are entitled to Statutory Sick Pay (SSP) as follows:

- 2023 – 3 days entitlement
- 2024 – 5 days entitlement
- 2025 – 7 days entitlement
- 2026 – 10 days entitlement.

Statutory Sick Pay is operated over the calendar year – 1st January to 31st December.

11. The rate of SSP is 70% of your normal pay, up to a maximum of €110 per day. If your pay changes from week to week (e.g., due to changing shift patterns), the rate of payment is calculated as an average of your pay over the previous 13 weeks.

12. In order to qualify for SSP you must fulfil certain criteria:

You must be an employee of Nightingale Nursing Home.

You must have worked for Nightingale Nursing Home for at least 13 consecutive weeks.

You must be certified by a GP as being unable to attend work, the sick cert must cover the entirety of the sick leave period, from day 1 of sick leave.

- You may be referred during any absence due to sickness or injury to a doctor nominated by the Nursing Home.
- Any illness that in aggregate exceeds more than 26 weeks in any leave year (calendar year) shall entitle The Employer to give you notice of the termination of your employment.

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Signed: J. Maguire Employer. Date: 24/02/2025

Failure to comply with the above procedures will lead to disciplinary action up to and including dismissal.

A final certificate of fitness from a doctor must be produced before returning to work after illness or injury.

13. Leave Entitlements:

Annual Leave:

The employer's leave year runs from the 1st of January to the 31st of December. Your holiday entitlement shall accrue as per the Organisation of Working Time Act 1997. Your current Annual Leave Entitlement will be 20 days (i.e., 4 weeks Annual Leave) based on full time position reduced pro rata where you are employed for less than twelve months in the leave year. In circumstances where you are employed on a part-time basis the 8% rule under the terms of the Organisation of Working Time Act 1997 will apply.

Holidays must be agreed with your employer as early as possible and at least six weeks in advance. Management will endeavour to accommodate individual preferences for holiday dates, but the needs of the business will take precedence particularly where inadequate notice is given. Annual leave cannot be taken during the Christmas and New Year Period. Holidays will only be officially noted when approved by the Director of Nursing.

Holiday entitlement is not accumulative and may not be carried over to the following year. All annual leave must be taken within the leave year. In the event that holidays are not taken within the leave year for operational reasons the employer reserves the right to pay the employee in lieu of holiday entitlements not taken. In such circumstances holiday pay shall be based on your current normal remuneration rate.

In the event that you have taken more than 1/12th of your annual holiday entitlement, for each complete month in the year up to the date of termination of your employment the employer reserves the right to deduct the over paid holiday remuneration from your final salary payment.

The employer reserves the right to require you to take your full remaining holiday entitlement for the leave year during any period of notice. If however at the date of termination you have taken less than your pro rate holiday entitlement you will be entitled to receive payment for the balance of any accrued holiday entitlement.

Public Holidays:

There are 10 public holidays. New Year's Day, St. Patrick's Day, St Bridget's Day, Easter Monday, May Bank Holiday Weekend, June Bank Holiday Weekend, August Bank Holiday Weekend, October Bank Holiday Weekend, Christmas Day, St Stephen's Day

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Signed: _____ Employee. Date: _____

Signed: gmogahan Employer. Date: 24/02/2025

You are entitled to time off for public holidays. The Employer can decide on one of the following options:

- A paid day off on the public holiday*
- A paid day off within a month of the public holiday
- An additional day of annual leave
- An additional day's pay.
- The nearest church holiday to the public holiday as a paid day off

* This option does not apply if you do not normally work on the day on which a public holiday falls (for example, if you do not normally work on a Saturday or Sunday and if the public holiday falls on these days or, in the case of part-time employee, if the public holiday falls on a day on which the employee is not normally due to work).

The Organisation of Working Time Act 1997 provides that you may ask your employer, at least 21 days before a public holiday, which option will apply to you. Your Employer should respond at least 14 days before the public holiday. If not, you are entitled to take the public holiday as a paid day off. Part-Time Employees who have not worked at least 40 hours in total during the five weeks before the public holiday are not entitled to paid leave on that public holiday.

Where the public holiday falls on a day on which The Employee normally works, the public holiday pay entitlement is the pay for the normal daily working hours last worked before the public holiday. Where the public holiday falls on a day, which The Employee does not normally work, the public holiday entitlement is pay for one fifth of the normal weekly working hours last worked before the public holiday as long as The Employee has worked more than 40 hours in the preceding 5 weeks.

The employer reserves the right to require you to work on any of the statutory Bank Holidays.

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Compassionate Leave:

Employees will be granted three days compassionate leave on the death of an immediate relative i.e., spouse, parent, child, brother, or sister. All other compassionate leave will be at the discretion of the employer.

Maternity, Parental, Adoptive and Force Majeure Leave:

You will be entitled to such leave in accordance with the relevant legislation. You must give all the relevant notices of your intention to take any such leave in accordance with the provisions of the relevant legislation.

Signed: _____ Employee. Date: _____

Signed: J Maguire Employer. Date: 24/2/2025

14. Notice Period:

Should The Employer need to terminate your employment adequate notice will be given in compliance with the Minimum Notice and Terms of Employment Act 1973.

In the event of you wishing to terminate your employment the notice period you are required to give is:

Length of Service:	Minimum Notice Period:
Less than 13 weeks	Nil
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 +	8 weeks

15. Retirement Scheme:

The Employer has facilitated a PRSA scheme (i.e., a Personal Retirement Savings Account) to enable you to save for retirement. If you wish to save under the scheme, please inform the employer.

16. Mobile Phones:

The Employee shall not have on his/her person during work any personal belongings, cash or mobile phone. The use of mobile phones by an employee is strictly prohibited during the course of The Employee's working day. In the event of a personal emergency The Employee may be contacted through the Director of Nursing.

17. Alcohol & Drugs:

The use of alcohol and/or the use of non-medicinal drugs as prescribed by a doctor is strictly prohibited before and during The Employee's working hours. The use by The Employee of alcohol and/or non-medicinal drugs not prescribed by a doctor before or during an employee's working hours will be deemed to be an act of serious misconduct and could, subject to investigation by The Employer, lead to instant dismissal of The Employee. The Employer reserves the right to have you randomly tested for alcohol or drug use.

18. Security:

The employer reserves the right to search your person, vehicle, work locker or property while on or departing from the nursing home premises.

All acts or suspected acts of crime or vandalism shall be reported immediately to the nursing home by any Employee. Staff members who are key holders are required to exercise care and foresight in relation to keys and security. When a person terminates employment, keys must be returned to The Employer. Employees entrusted with keys are responsible for reporting any loss of keys immediately and for turning in all keys issued to them upon termination of employment. Any property found in the nursing home without identification of owner's name should be handed in to management immediately.

Signed: _____ Employee. Date: _____

Signed: John Ashe Employer. Date: 24/2/2025

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19. Personal Appearance:

The Employers policies for The Employees' nursing home dress/uniform are outlined in the Employee Handbook.

20. The Confidentiality Clause:

You hereby agree that you shall not, at any time, during your employment with The Employer, except in so far as it is necessary and proper in the course of your employment, or anytime thereafter, disclose to any person any confidential information or any other information concerning the practises, business dealings or affairs of the nursing home, or any of its residents, their families, visitors or work colleagues, or to any other matters which may come to your knowledge by reason of your employment.

The term confidential information or any other information concerning the practises, business dealings or affairs of the nursing home, or its residents are agreed and are understood to mean, for the purposes of this contract, any knowledge or information which could only have been gained from working with and within the nursing home or its activities from companies or individuals not currently directly employed by the nursing home or not through access to information freely available in the public domain. This is specifically relevant to the nursing home's practises and procedures copying, downloading or any other methods of transferring of the nursing home information is included in this Confidentiality Clause. Should this contract be terminated, for whatever reason, all files, other programmes or other records processed, developed, purchased instigated under the banner of The Employer will be returned to the nursing home.

21. Grievance and Disciplinary Procedures:

The Nursing Homes Grievance and Disciplinary procedures are outlined in the accompanying Employee Handbook. All grievance and disciplinary matters will be dealt with according to these procedures. The Employer reserves the right to use CCTV footage in disciplinary proceedings in line with its CCTV policy contained in your Employee Handbook.

22. Health and Safety:

Health, Safety & welfare provisions are outlined in the Employers Safety Statement. You are expected to read, sign and comply with the contents of the Safety Statement while working for the Employer.

23. Bullying and Harassment:

The Employers policy on Bullying, Harassment and Sexual Harassment is outlined in the Employee Handbook and in the Safety Statement.

24. Communications with Residents, Families & Friends:

Employees are expected to be courteous, patient, and respectful with residents, and their families and friends. Any problems relating to residents will be referred to the Director of Nursing.

Signed: _____ Employee. Date: _____

Signed: J Moyles Employer. Date: 24/2/2025

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25. Attendance and Punctuality:

You are expected to attend work punctually. In the event of absence, for whatever reason, you are personally required to contact the Director of Nursing as soon as possible. If notification is not received or the reason is unacceptable the absence will be classed as unauthorised.

Unacceptable numbers of unauthorised absences will warrant action being taken under the disciplinary procedure.

26. Retirement Age:

Normal Retirement Age is currently 66 years of age. The age limit may be changed at the Employer's discretion.

27. Exclusive Service:

You may not engage in any other employment, whilst in our employment, with any other employer without prior written consent from the Proprietor.

In the event of you undertaking other employment, all details pertaining to activities and hours of work must be disclosed to the Proprietor.

Signing this contract means, currently you are not working for another employer, or, you have reported to the Proprietor, other positions undertaken by you.

28. Copyright:

Work or inventions of an employee prepared in the course of his or her employment belong to the nursing home.

29. Intellectual Property:

The Employee acknowledges that all files, residents records, lists, books, records, literature, software, products and work products developed by The Employee in the course of his/her employment with the nursing home, and other materials owned by The Employer or used by The Employer in connection with the conduct of business by The Employer shall at all times remain the sole property of The Employer; and The Employee's employment hereunder, howsoever arising, the Employee shall surrender to The Employer all such files, customer, records lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to The Employer.

30. Change of Personal Details:

You are required to notify the office immediately of any change in name, address or marital status or such information required for personnel, administrative, or normal statutory purposes.

Signed: _____ Employee. Date: _____

Signed: J. Murphy. Employer. Date: 24/2/2025

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31. Lay off/ Short Term:

In the unlikely event that Nightingale Nursing Home cannot maintain you in employment or fulfil your contracted working week, we reserve the right to lay you off or reduce your working hours accordingly. In this event, the nursing home will provide you with as much notice as reasonably practicable. In periods of short time, you will only be paid for hours worked and you will not be paid in periods of lay off. One-week notice will be given for any change of hours.

32. Gifts:

No gifts to be accepted by any member of staff from Residents, families or 3rd party suppliers. You must notify your manager if such a situation arises.

33. Contract Change:

Anyone taking up a promotion in the nursing home must be made aware that this is breaking service and a new contract is required.

Acceptance:

Please indicate acceptance of this Contract of Employment by signing both copies and returning one to the Employer.

I, accept all the terms and conditions set out in this Contract and agree to abide by its contents.

Signed: _____ Employee. Date: _____

Signed: J. McGehee Employer. Date: 24/2/2025

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