- 14. Your paid holiday leave entitlement shall be 25 working days pro rata per annum. This leave is in addition to your entitlements in respect of statutory public holidays. All holidays must be approved by the relevant Manager/Director in the NTMA and will be allocated having regard to the needs of the NTMA. Annual leave not taken during the holiday year may not be carried forward from one year to the next unless otherwise agreed in writing with your Director. No payment will be made in lieu of untaken leave except to the extent required by law.
- 15. In the event of you being unable to perform your duties because of illness, injury or other medical condition, you will be obliged to inform your Line Manager/Senior Executive in the NTMA (or in their absence a member of the HR department) as soon as possible but not later than 10:00am on the first day of absence. A medical certificate must be submitted when such absence is for 3 consecutive days or longer. If a period of Sick Leave extends from Friday to the following Monday inclusive, a medical certificate must be provided for the absence. Payment of remuneration during sick leave absence is wholly at the discretion of the NTMA. Employees who have not successfully completed their probation period will not be eligible for remuneration whilst on sick leave. Uncertified sick leave greater than 7 days in any 12 month period will be treated as unpaid leave.
- 16. You may resign from your position at any time giving one month's notice in writing to the Chief Executive of the NTMA. It is further agreed that at the commencement of or during any such period of notice you may be placed on "garden leave". The NTMA shall not have any obligation to provide you with work during a period of "garden leave" provide that the NTMA continues to pay your remuneration until the expiry of your period of notice. During any such period of "garden leave" you may not perform any duties or enter NTMA premises nor may you contact any of their respective officers, employees, agents, advisors, suppliers or any person with whom the NTMA has business dealings without the prior permission of the Chief Executive of the NTMA. As an alternative to "garden leave", the NTMA may, at the sole discretion of its Chief Executive, re-deploy or re-assign you to work during all or part of your period of notice in such role or job within the NTMA as may reasonably be required of you by the Chief Executive of the NTMA. It is also agreed that notwithstanding any other provision of this contract, the NTMA shall have the right to terminate your employment at any time by giving you one month's notice (or payment in lieu of such notice).
- 17. The NTMA shall be entitled to terminate your contract without notice or payment in lieu of notice in the event that termination is by reason of continuing incompetence (after warning) or serious misconduct prejudicial to the interests of the NTMA or having a bankruptcy order made against you on or any other circumstances in which a summary dismissal is justified.
- 18. Apart from the benefits provided in this letter, no other payments or benefits, whether in cash or in kind, will be made to you in respect of your employment with NTMA unless otherwise agreed in writing by the Chief Executive of the NTMA.
- 19. You will be required to observe and comply with matters relating to staff and working conditions as set out in the NTMA handbook for staff members and such changes in that handbook as may take place from time to time. These form part of the rules under which