

# GLENBRIER LTD.

DUNMOE, HAYES ~ NAVAN ~ CO. MEATH.

Office Phone: 046 - 9024495 ~ Fax: 046 - 9024979

To : Thainara Souza

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Date: 09<sup>th</sup> January 2020

## **PERSONAL, PRIVATE AND CONFIDENTIAL**

### **Term and Conditions of Employment**

Dear Thainara,

On behalf of Glenbrier Limited (the Company), I am pleased to confirm the terms and conditions of your employment with the Company. This contract is on the proviso of your visa.

Your employment is subject to the following terms and conditions.

#### **Position**

Your position with the Company is Junior Engineer.

#### **Commencement Date**

The terms and conditions of this letter apply from the date you commenced your employment with the Company which 09<sup>th</sup> of January 2020

#### **Place of Work**

You will be required to work and carry out your duties at sites and locations around the country particularly Leinster and within reasonable travelling distance of your normal residence and such other locations as the Company may reasonably require you to work during your employment.

#### **Hours of Work**

The normal hours of work are specified by site and can range from 7.00am to 7.00pm as determined by the site planning permission.

Reporting Structure	You will report directly to the Head Engineer. However, the Company may direct that you report directly to another agent of the Company or such other member of the management of the Company or another site supervisor as the Company may direct.
Salary	Your salary shall be £30,000 per annum on provision of your visa. This will be paid directly to you monthly in arrears on the last Friday by credit transfer to your nominated bank account or by cheque in very rare instances.
Equipment	Your salary shall be subject to review twelve months after your six-month review and twelve months thereafter. The Company will, as required by law, make all deductions of tax, as appropriate and as calculated by the Company in accordance with the tax certification issued to you by the Revenue Commissioners. You undertake to supply the Company with all necessary information from the Revenue Commissioners necessary to efficiently process your salary every month.
Expenses	The employee will be supplied with a company laptop and mobile phone for use during this employment. The employee is allowed personal use of the supplied phone but fair use policy applies.
Holidays	You will be entitled to all CIF scheduled holidays & bank holidays in each year. Easter, Summer and Christmas shutdown periods will be notified to you at the start of the year and are available from the office and the CIF. In the event that a project programme requires works to be completed during the CIF scheduled holidays you may be asked within a reasonable time frame prior to the scheduled holiday to alter the scheduled CIF holidays and re-schedule to an agreeable future time agreed between the company and the employee.
Duties	You will carry out your duties as assigned to you from time to time by the Company or by your supervisor. The location of your work and your specific responsibilities may be altered from time to time by the Company as the circumstances of the business of the Company dictate.
Period of Employment	Subject to the provisions of this letter dealing with termination and illness your employment will continue until terminated by you or the Company giving the other at least one Month's notice of termination.
Your Employment is Probationary for a period of 6 months. The Company reserves the right to	

**Medical fit**

For safety reasons, it is a condition of employment that you are in a medically fit condition to carry out the work for which you have been employed. If it is determined that you are unfit to carry a medical examination or fail to take a medical examination, this may lead to dismissal.

If you are absent from work for more than ten weeks the Company reserves the right to terminate your employment with the Company and thereafter pursue the terms of the Sick Pay Scheme after two days absence from work.

If you will be entitled only to such benefits as the Department of Social Welfare shall designate.

If you send a message to your manager as soon as possible on the first day of absence, or send a message to attend work at your normal starting time you must telephone or fax the Company to advise of your absence.

**Sick Pay and Illness**

- Failure to comply with safety rules, regulations and instructions etc.
  - Parties.
  - Use of physical or threatening behaviour to company staff, fellow workers or third parties.
  - Refusal to take instruction from your authorised superior.
  - Attacking or retarding to site in an intoxicated state.
  - Sale, purchase or consumption of alcohol and/or drugs at any time.
- Examples of Gross misconduct are as listed below, but not limited to

**Termination**

Your employment may be terminated without notice if at any time during the continuance of your employment, you:

- are guilty of any gross misconduct, gross default or willful neglect in the discharge of your duties or in connection with or affecting the business of the Company;
- are convicted of an offence other than minor traffic offences or any other offence which in the opinion of the Company does not affect your employment with the Company.
- commit any serious act or repeated acts of dishonesty;
- become of unsound mind;
- are guilty of any material breach or non-observance of the provisions contained in this letter;
- are guilty of any material breach or non-observance of the provisions contained in the contract of employment, you:

**Conditions:**

As an employee of the Company, you are not permitted to carry out independent works for any other company or individual for gain, without express permission from management. Your working hours must be vouchered for at Glenbirrier Ltd. No financial reward can be personally received from any other company or individual during the course of your work at the Company. Any corporate gifts received from third parties in the course of your work at the Company must be notified to director.

In the event of dismissals due to redundancy or wind-down on any site, it is the prerogative of the employer to make a decision in any particular case. All things being equal, relative to skill, experience, flexibility, attendance, time-keeping, value to the organisation and disciplinary record, the principle of seniority will apply.

the probationary period, by either party, subject to one month's notice in writing.

extend this probationary period if it is felt necessary. Your employment can be terminated during

Date: 09/01/2020

Employee

Signed *Jeanine Glendner*

For Glendner

Signed *Jeanine Glendner*

Date: 9/1/2020

I the undersigned, have read and agree to the terms and conditions contained in the contract above.

## SIGNED ETC

Execution of this letter.

This letter of employment is in substitution for all other previous agreements and understandings (if any) either written or verbal between the Company and you, and all such agreements and undertakings will be deemed to have been terminated by agreement as and from the date of your

Save with the written consent of a Company Director, you are expected, during the continuance of this employment, not to engage in any other business, occupation or activity that would distract you from devoting the necessary time, energy and resolve to fulfilling the requirements of your employment.

Interest in Other Businesses & Activities

Save with the written consent of a Company Director, you are expected not to divulge to any individual, firm or company, any confidential information which you may acquire in the course of or for the purpose of your employment by the company. This non-disclosure also includes all information regarding your personal remuneration package with the Company.

Non-Disclosure of Confidential Information

If you feel aggrieved or dissatisfied with any disciplinary measure taken against you by the Company, you may appeal against that decision to the next level of management of the Company from the level that took the decision against you. You are entitled to attend the meeting of the management that considers your appeal but undertake to withdraw prior to the management in question considering their decision.

(d)suspension without pay.

include (a)verbal warning issued, (b)written warning issued, (c)final warning issued, appropriate, short of dismissal or termination of your employment. Appropriate actions can be taken as it sees fit, take such action as it deems necessary and upon completion such investigation as it sees fit, investigate the breach or failure in fellow employee, the Company may, with or without notice, investigate the breach or failure in or where a bona fide complaint has been made to your supervisor by a client of the Company or performance, particularly on site, such breach being not of itself sufficient to warrant dismissal, in the event of a breach of discipline or failure to observe the Company's recognised standards of

Discipline

You will conduct yourself with propriety at all times and with due regard for the Company and the clients and employees of the Company.