

IE-EMPcon13

Employment contract: management level employee

Dated: [Date]

Name: [Name]

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This contract is dated: [date]
Your employer is: [Company name] (“the Company” [redacted] / [redacted]
[redacted]”)
Your employer’s address is: [Company address]
You are: [employee name]
Your address is: [employee address]

The contract terms are:

1. Entire understanding

- 1.1. Except as noted below, this agreement contains the entire understanding between you and us and supersedes all previous agreements and arrangements (if any) relating to your employment. [redacted]
[redacted], [redacted]
[redacted].
- 1.2. In agreeing this contract we have relied on certain documents and information you have provided to us. If we discover that any of that information is inaccurate, you will be in [redacted]
[redacted]
[redacted]:
 - 1.2.1 your curriculum vitae / resume, sent to [redacted] [redacted];
 - 1.2.2 certificates of education showing school and university qualifications and in particular that you have achieved a [master of arts] [redacted]
[redacted] [redacted] [redacted], [redacted];
 - 1.2.3 your statement that you have qualified as a [trade or profession] [redacted]
[redacted] [redacted].

2. Start and continuity

- 2.1. Your employment with the Company [starts / [redacted]] [redacted].
- 2.2. No employment with any other Employer counts towards your continuous [redacted]
[redacted].
OR
- 2.3. Previous employment with [name of employer] from [date] to [date] counts as [redacted]
[redacted].]

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.....,
.....
.....

9.7. You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence.
.....
.....
.....

9.8. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (.....)
..... [..... /.....
.....],
....., ,
.....
.....

9.9. Provided you have complied with the general terms relating to sickness absence referred to above,
.....
..... [.....]
.....

10. Sickness during annual leave

10.1. If you fall sick during your annual leave period
.....
.....

10.2. If you do comply with the procedure
..... -
.....

11. Other absence

- 11.1. If your :
 - 11.1.1 maternity,
 - 11.1.2 paternity,
 - 11.1.3 adoption,
 - 11.1.4 carer leave,

- 11.1.5 force majeure,
11.1.6 or any other reason

then you should ask [..... / /
.....].

11.2. We do have separate Company policies
.....

12. Pension

*[Option 1:
.....]*

12.1. We shall [.....].

12.2. Contributions to the scheme are made by you and by us.,
..... [.....] %
....., [.....] %.

*[Option 2: Use this option if the
.....
.....]*

12.3. The Company shall provide
.....

12.4. You may find more [.....]
.....].

13. Work outside Ireland

You will not be required to work outside Ireland for any [.....]
.....]
.....

14. Health insurance

14.1. The Company will pay the premiums on a
.....
.....

14.2. The Company reserves the right to
.....

19. Disciplinary and grievance procedures

- 19.1. The formal grievance procedure need not be your first step in bringing to our attention a work related problem. We encourage [REDACTED]
[REDACTED], [REDACTED]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 19.2. If you believe something we do or fail to do entitle [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

20. Confidentiality

This paragraph is very important to our Company. You should read it carefully and ask [REDACTED]
[REDACTED], [REDACTED]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

- 20.1. In this paragraph, "Confidential [REDACTED]" [REDACTED]
[REDACTED]:
- 20.1.1 information about staff, [REDACTED]
[REDACTED];
- 20.1.2 our businesses, methods [REDACTED], [REDACTED],
[REDACTED];
- 20.1.3 information about suppliers agents distributors and customers;
- 20.1.4 information about the Intellectual [REDACTED] - [REDACTED]
[REDACTED].
- 20.2. "Intellectual Property" means Intellectual Property of [REDACTED], [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]:
- 20.2.1 intellectual property [REDACTED]
[REDACTED];
- 20.2.2 patents, trademarks, unregistered marks, designs, copyrights, [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED] - [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 20.3. You now promise that you will:



Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Employee name]

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5.2.
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5.3.
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5.4.
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5.5.,
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6. Your access request

6.1.,
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....., [.....] [..... -]
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6.2.,
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6.3.,
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.....,
.....,

Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type

4. Place of work

The main purpose of this paragraph is to give the employer the right to move the employee around. If frequent moves may be

5. Hours of work

The Organisation and Working Time Act 1997 states that the maximum average working week for many employees cannot exceed 48 hours. This does not mean that a working week can never exceed 48 hours, it is the average that is important. The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing

6. Salary

Necessary provisions. The last sub paragraph enables deductions which would

7. Expenses

We have no comment.

8. Annual leave

This and the following paragraph relate directly to the statutory leave entitlements. Because there are statutory requirements, we have worded the document for compliance. If / when you edit these paragraphs to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the employee. Note in particular that holidays not taken may carry forward an entitlement to payment in

Annual leave entitlement is governed by the Organisation of Working Time Act 1997. The version provided in this contract is the

You may find more details at:

http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html

9. Sick leave and sick pay

This paragraph continues in the vein of the previous one. The version provided here is the minimum ■■■■■■■■ – ■■■■■■■■■■■■■■■■■■ .

The sick leave and sick pay rules are governed by the Sick Leave Act 2022 and Sick Leave Act 2022 (Prescribed ■■■■■■■■■■■■■■■■■■) ■■■■■ 2022 .

You may find more details at:

https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20during%20leave%20at%20a%20later%20date.

10. Sickness during annual leave

Leave it as is.

The law requires you to deduct sick leave days from annual leave period if an employee gets sick during his annual leave period. Of course if the employee provides you medical ■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■ .

11. Other absence

Under the law employees are entitled to different types of leave days. It is good idea that you do mention all such types in this paragraph ■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

Good practice is to hand a personal copy to each new employee starter and to maintain a single central copy. When updates are made, ■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

You may find details of all ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ :

http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/

12. Pension

Your obligation as an employer is to make provision for a pension ■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ / ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

We have provided two options. By all ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■ .

Option 1: If you have an internal company operated pension scheme ■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

Option 2: If you do not already have a company operated occupational pension scheme, you must provide access to a standard Personal Retirement Savings Accounts scheme (PRSA). You must provide details of your arrangement to your employee. If you chose this option then we suggest that in this paragraph you ■■■■ ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

However, there is an EXCEPTION that such restriction on the right to

 ■ .

The law has not set a precise definition of the 'objective ground' but to be effective
 they must not be

 ■■■ .

You can find details at
[https://www.workplacerelations.ie/en/what_you_should_know/employer-
 obligations/transparent-and-predictable-working-conditions/](https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/)

Edit to your exact requirement

18. Processing your personal data

Self explanatory provisions.

This paragraph deals with the obligations
 ■■ .

You may need to add other data,
 ■■■ .

We suggest leave these provisions as 2
 ■■■■■■■■■■

19. Disciplinary and grievance procedures

The code (SI/146/2000 – Industrial relations Act, 1990 Order, 2000) provides the
 guidelines on the general principles regarding dismissals and grievance procedures.
 The principles and procedures of this Code of Practice should apply unless
 alternative agreed procedures exist in the workplace which conform to its general
 provisions for

 ,
 ,

 ■■■■■■■■■■ .

For detailed guidelines, please visit:

<http://www.irishstatutebook.ie/eli/2000/si/146/made/en/print>

20. Confidentiality

Because this provision is so important to most organisations, your employees must
 be left in no doubt as

.....

27. Procedure after termination

Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might
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.....
.....

28. No competition

Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that
.....
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.....
..... ,
.....
..... ,
.....

29. Reconstruction or amalgamation

This

30. Miscellaneous

A number of technically important
.....
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Schedule 2:

Paragraph

1. Definitions

Basic
.....

2. Data protection

A

This paragraph sets
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In any case, you must
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Notes to the Appendix to the Schedule 2

We have separated these provisions into an appendix
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.....

The appendix is simply your , ,
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.....

The purpose of
.....

We have given you
.....

Make ,

The third numbered heading is unlikely to require edit.
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..... -
.....

Basic Irish law relating to , ,
.....
.....

End of notes