

IE-EMPcon16

Employment contract construction industry

Dated: [Date]

Name: [Name]

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interview will only
.....

3. Job title and job description

- 3.1. Your job title is [General Operative / Skilled General Operative /
.....]
- 3.2. Your main tasks and responsibilities are set out
.....
- 3.3. You now agree that we may change your job description or ask you to do a different job of similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at any
.....,
.....
- 3.4. Your duty is to perform your job to the best of your
.....
- 3.5. You confirm that you have the , :

[list qualifications]
- 3.6. Your duty is to comply with all rules or codes of conduct required by any regulatory
.....

4. Training

- 4.1. We provide training for employees at [our head office / a location chosen by us]. The details of the
.....
- 4.2. You must complete the training to the level required by [Employer name]. It is in our discretion as to whether you have completed the training to a satisfactory level. (.....
.....)

5. Place of work

- 5.1. Your normal place of work is our above address but we reserve the right to change this to [25]

OR

5.2. Your normal place of work is [address] but we reserve the right to change this to [25] .

5.3. You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor of ours, [25] .

6. Hours of work

6.1. Your normal hours of work are [9.00 am to 5.30 pm] Monday to Friday, excluding public holidays. [You may be required to work additional time not exceeding 8 hours a week where [25] .]

6.2. You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. It [25] .

AND

6.3. You will be required to comply with any time keeping or record keeping scheme introduced for the purpose of ensure compliance with the Organisation of Working Time (Records) ([25]) 2001 .

7. Salary

7.1. Your salary is € [0000] per hour payable [weekly / bi- [25] / [25]] [25] .

7.2. If you are required to work additional time outside your normal hours, the overtime provisions [25] .

7.3. You will receive a [commission]/[bonus] payment [monthly]/[[25]]/[[25]], [25] :

[set out calculation]

OR

7.4. The Company may pay you a bonus from time to time at its discretion, [25] .

7.5. Your salary will be reviewed annually in the month of [month]. [25] .

9.2. It is a serious offence to falsify any document or manufacture ■■■■■■■■■■
 ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■ .

10. Annual leave

10.1. Your entitlement to ■■■■■■■■■■
 ■■■■■■■■■■ .

10.2. The Company's leave year runs from [April 1] to [March 31]. Your entitlement
 to annual leave days ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ .

10.3. [We ask you to agree the dates of your leave days at ■■■■ 28 ■■■■■■■■■■
 ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ .]

10.4. At a minimum, you must give us notice of twice as many days as ■■■■■■
 ■■■■■■■■■■ . (■■■■■■■■■■
 , ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■) .

10.5. We may also give you similar ■■■■ (■■■■■■■■■■) ■■■■■■■■■■
 ■■■■■■■■■■ .

10.6. A day's holiday pay ■■■■■■■■■■ 1
 / 260th ■■■■■■■■■■ .

10.7. You may not carry a holiday forward from one ■■■■■■■■■■
 . ■■■■■■■■■■
 ■■■■■■■■■■ .

OR

10.8. You will be entitled to carry ■■■■■■■■■■ [■■■■] ■■■■
 ■■■■■■■■■■ .

10.9. If either of us terminates your employment by notice, then any annual leave
 entitlement which will have accrued at the ■■■■■■■■■■
 ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■ .

11. Sick leave and sick pay

- 11.1. Your entitlement to leave [3] .
- 11.2. If you are unable to come to work for sickness or any injury, you must inform us [/ /] [11 : 00] .
- 11.3. You should inform us of the reason for , .
- 11.4. Except in an emergency, you are required to inform [name of / your line manager /] . / / [/ /] .

OR

- 11.5. Please note that it is not enough to ask a relative simply to ring and . , .
- 11.6. If your absence continues for a number of days or weeks, you must continue to contact us . , .
- 11.7. You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence. .
- 11.8. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate () [/] , , .

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

12. Sickness during annual leave

12.1. If you fall sick during your annual leave period [redacted]
[redacted]
[redacted].

12.2. If you do comply with the procedure [redacted]
[redacted]
[redacted].

13. Other absence

13.1. If your [redacted]:

- 13.1.1 maternity,
- 13.1.2 paternity,
- 13.1.3 adoption,
- 13.1.4 carer leave,
- 13.1.5 force majeure,
- 13.1.6 or any other reason

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

13.2. We do have separate Company policies [redacted].

14. Pension

14.1. We shall enrol [redacted].

14.2. You may find more [redacted].

14.3. Contributions to the scheme [redacted].

Schedule: Data Protection Act 2018 Compliance

1. Definitions

..... ,
..... :

"Act" means the Data Protection Act 2018.

"Directive" (.....) 2016 / 680
..... 27
..... 2016
.....
..... , ,
.....
..... ,
..... ,
..... 2008 / 977 /

"the Data Protection Regulations" (.....) 2016 / 679
..... 27
..... 2016
.....
..... , 95 / 46 / (.....).

"the Law" means all or any of:
(a) the Data Protection Regulation,
(b) the Act,
(c) the Data Protection Act 1988,
(d) the Data Protection Act 2003,
(e) regulations made under the Act,
(f) Directive.

" " , " " , " " , " " , " "
" " " " ,
..... " " "
.....
..... "
..... .

..... , " " ,
.....
..... .

7. Removal of information

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

8. Who handles your data

8.1.
.....
....., [.....]
..... [.....].

8.2.
.....,
......

Explanatory notes:

Employment contract construction industry

General notes

1. The following materials contain the main legal sources to which you ■■■■■■■■■■
■■■■■■■■■■ .

Information pages concerning aspects of employment at:

<http://www.citizensinformation.ie/en/employment/>

For WRC information: <http://www.workplacerelations.ie/en/>

<http://www.irishstatutebook.ie/eli/1994/act/5/enacted/en/html>

<http://www.irishstatutebook.ie/eli/1997/act/20/enacted/en/print.html>

<https://www.gov.ie/en/press-release/3e3b2-all-irish-workers-will-be-entitled-to-sick-pay-for-the-first-time-under-new-law-tanaiste/>

https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/

2. Employers in the construction sector are required to comply with the terms set out in the Sectoral Employment Order (Construction Sector) 2017. This order fixes the statutory minimum pay, pension ■■■■■■■■■■
■■■■■■■■■■ .

For detailed information: <http://www.irishstatutebook.ie/eli/2017/si/455/made/en/print>

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly, ■■■■■■■■■■ .

2. Probationary period

In Ireland, there is no specific law that requires employers to provide a probationary period for new employees. However, it is common practice for employers to include a probationary period in employment contracts. The period can be from a few weeks to months. Where you provide a probationary period, the Transparent and Predictable

Working 2022
..... 6

Moreover, an employee has the same right during probationary period as at any other time. However, dissatisfaction such that the employment is terminated at the expiry of the “
.....”.

You can delete this paragraph if not required.

3. Job title and job description

A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be
.....

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. Training

Edit or delete as you require.

However, please note that if employee training is a legal requirement in your industry then you should keep it. In that case, the law requires you to make sure your employees get the training. For that,
.....

Mandatory training is required by law in the health and safety sector and food industry. For more information,
..... :

https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/employment_rights_and_duties/employer_obligations.html

5. 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 ,
.....

6. 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 ,

.....
..... :

http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/losing_your_job/losing_job_entitlements.html

24. Arrangements during notice period

When an employee is under notice, the relationship suffers,
.....
.....
.....

25. Procedure after termination

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

26. Summary termination

At Net Lawman we hate lists in legal documents. ,
..... “.....”,
.....
.....

Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important
.....
.....
..... ,
.....
.....

27. Reconstruction or amalgamation

This

28. Miscellaneous matters

A number of technically important
.....
.

Schedule:

Paragraph .

1. Definitions

Basic .

2. Data protection

A .

3. Legal basis of processing

The Act allows a person or business to process .
 , " " (" " ").
 :

One or both of .

Less commonly, some data .

Where the data subject is an employee the most obvious basis of " ". .

You must make sure that when you ask specifically for , , .

4. Change in the legal basis of processing

You .

5. Disclosure and/ or sharing of personal data

You must say who gets to see or use your employee's .
 " " .

6. Access to personal data

