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### Sample Contract of Employment for Managerial Categories

**Name of Employer: INSERT**

**Address: INSERT**

**Name of Employee: INSERT**

**Address: INSERT**

This statement is given to you as a record of the main terms and conditions of your employment with **ENTER** (herein known as the Company).

The Company reserves the right to amend and update its Terms and Conditions from time to time and you will be bound by all amendments notified to you in writing. Unless you have been notified of such in writing, no other Terms and Conditions, other than those set out herein, shall be binding between the Employer and the Employee.

#### **Commencement Date**

Your employment with the Company will commence on the **ENTER**

#### **Functions and Duties**

You will be employed in the capacity of **ENTER**

In this capacity you are expected to perform all acts, duties, and obligations, and to comply with such requests as may be designated by the Company, as reasonably consistent with the above mentioned job function. This may include an expansion of your duties within the general scope of your position, or change of function.

The Company reserves the right to assign other duties to you at any time, it being understood that you will not be assigned duties which you cannot reasonably perform. You are required to comply with the Company rules, regulations and policies

and to conduct yourself in a manner in keeping with this position including the maintenance of a dress code.

### **Place of Work**

Your Place of work is located at **ENTER**, however due to your role you will be required to attend other company sites as necessitated by your function.

### **Reporting Relationship**

You will report initially to **ENTER** or to any person who in their absence, or otherwise, is designated by the Company.

### **Probationary Period**

On joining the company, you will be required to undergo an initial probationary period of 6 months. This may be extended at the discretion of the company but in any event will not exceed 11 months. Termination of employment within the probationary period is at the discretion of the company.

### **Hours of Work**

Normal working hours are (**ENTER**) , Monday to Friday, including an hour for a meal break, to be taken at a mutually agreed time.

You will be expected to be flexible in your assigned hours of work. This will include flexibility in start and finish times and also flexibility in terms of working a combination of daytime and nighttime as required.

It is expected that you will work outside these specific hours in order to fulfil the responsibilities of your job function. If changes to these working hours are necessary, you will be consulted and all reasonable objections will be considered.

### **Remuneration**

Your salary will be **ENTER per annum**, paid monthly in arrears by Credit Transfer to the Bank of your choice, and such payment arrangements shall remain in force until otherwise mutually agreed.

You accept and agree that in the event of the overpayment of wages, advances, expenses or any other form of payment, the Company, through this agreement, has the right to recoup the same amount through an appropriate deduction to your final salary payment.

When a termination of this contract occurs and the paid holidays already taken exceed the paid holiday entitlement on the date of termination, the Company will deduct the excess holiday pay from any Final Salary due.

## **Pensions?**

**Insert Details eg** The company will contribute **Enter** % your gross salary to cover a contribution to a Company Pensions Scheme. The contribution will commence following the successful completion of your probationary period.

You may at your discretion also contribute to the scheme.

## **Performance Related Bonus ?**

**Insert Details eg** An annual performance related bonus of up to X % of salary (paid in December ) will be available subject to the delivery of agreed key performance targets.

## **Company Vehicle ?**

**Insert Details eg** A company car will be provided, initially a ( Insert make and model ) or equivalent as determined by the company and all expenses reasonably and necessarily incurred will be covered or reimbursed as appropriate.

The employee is responsible for all statutory declarations that may be required by virtue of having this benefit. The current policy on replacement is every 4 years and this may be amended at the discretion of the company.=

OR

A car allowance of x per annum will be payable monthly into your salary as a contribution towards the purchase and maintenance of a suitable car. The company will reimburse mileage costs in line with our expenses policy.

## **Annual Leave**

Holiday entitlement will be at **ENTER** days per annum in addition to the normally accepted statutory public holidays.

It is anticipated that your main holidays will coincide with the normally accepted public holidays. Holidays may only be taken with prior approval from your manager

## **Absence and Sick Pay**

Sick pay will be at the discretion of the company and will also be subject to submitting medical certificates on a weekly basis and a fitness to return to work certificate where applicable. During any period of absence the company reserves the right to refer you to the Company Doctor for medical examination.

## **Lay off and Short-Time**

The Company reserves the right to lay the Employee off from work or reduce the working hours, where through circumstances beyond its control it is unable to maintain the employment or maintain the Employee in full-time employment.

The Employee will receive as much notice as reasonably possible prior to such lay-off or short-time. The Employee will not be paid during the lay-off period and will be paid only in respect of hours actually worked during periods of short-time.

## **Standards and Policies**

Employees must also use, refer and adhere to the Employee Handbook and any other separate Policies, which contains more details of Company standards, policies, entitlements and procedures. You will be given a copy of the Handbook upon commencement of employment and you are required to familiarise yourself with the contents therein.

If you do not understand or if you have any questions in relation to the content or application of any Company standard, policy or procedure contained in the Employee Handbook please refer these to your Manager. A breach of any of the Company's standards, policies, entitlements or procedures contained in this Employment Contract or in the Employee Handbook may lead to disciplinary action, up to and including dismissal.

## **Confidentiality**

The requirement of loyalty and confidentiality is fundamental to your position.

You are required to devote your full time attention and abilities to your duties during working hours and to act in the best interest of the Company at all times.

For so long as you are employed by the Company you may not, without the prior written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking where there is or is likely to be conflict with the interests of the Company. The Company is the sole arbiter as to whether any such conflict exists.

## **Non-Competition**

It is necessary for the safeguarding of the Company's interests that certain restrictions should be applied in the event of your employment coming to an end, and that accepting these terms and conditions you accept this to be the case

Upon the termination of your employment with the Company, for whatever reason, you will not, without prior written consent of the Company (which will not be unreasonably withheld), for a period of 12 months thereafter directly or indirectly;

- be employed or engaged by or otherwise assist in or be interested in any capacity in a business anywhere within the Republic of Ireland which is in Competition with the Business carried on by the Company at the date of such termination.
- Knowingly approach, solicit or accept custom from any person, firm or corporate body, which during the period of your employment with the Company was a customer of the Company in relation to any products or process similar to that of the Company.
- Engage any person who is or was an employee of the Company during the period of six months before the termination of your employment with the Company.

All confidential information, trading information, processes and other information peculiar to the business remains the intellectual property of the Company and shall not, during the course of employment, or thereafter, be divulged to any third party, to the detriment or potential detriment of the Company.

### **Timekeeping & Attendance**

The Company requires good timekeeping and attendance from all employees. Punctuality is a key requirement for all. Failure to maintain acceptable standards in this regard will result in disciplinary action up to and including dismissal. You must comply fully with the system the Company has in place for time recording purposes.

### **Mobile Phones and Social Media**

During your employment you will be required to devote your whole time, attention and skill to your job function within the Company. The use of mobile phones should be limited to emergencies when performing your duties under this contract.

Your attention is drawn to the Mobile Phone Policy, Data Protection and Social Media Policies that are laid out in the Employee Handbook and you are reminded that a breach of any of the Company's standards, policies, entitlements or procedures contained in this Employment Contract or in the Employee Handbook may lead to disciplinary action, up to and including dismissal.

### **Changes in the Terms of Employment**

The Company reserves the right to make additions or variations to this contract as may be reasonable and in order to meet the changing needs of the Company and to keep the Company competitive.

Employees will be notified in writing prior to such alterations taking place.

## Termination of Contract

Termination of your employment by the Company will be subject to statutory requirements.

You will be required to give **ENTER' ( e.g. 1 month's notice)** of your intention to terminate your employment.

During any notice period the Company has the right to place you on 'Garden Leave ' for the duration of that notice period. You will be paid in full during this period as if you were attending your place of employment.

The Company reserves the right to pay salary in lieu of notice for any period of notice which it is required to give under relevant legislation upon termination of your employment with the Company.

Upon termination of your employment for whatever reason you will be required to return to the Company, without delay, all Company memoranda, correspondence, records, papers, reports, files disks, or other documentation together with all copies thereof, and other property belonging to the Company.

## Employee Declaration

I hereby acknowledge receipt of the Terms and Conditions of my employment including the Company Handbook. I hereby agree that I have read, fully understand, and have retained a copy of these terms and conditions.

Signed (Employee): \_\_\_\_\_ Date: \_\_\_\_\_

Name

Signed (on behalf

of the Company): \_\_\_\_\_ Date: \_\_\_\_\_

Position