**Sigmar Recruitment Consultants Limited ‘The Company’**

**EMPLOYMENT CONTRACT**

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**STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**

**Temporary Contract of Employment**

**EMPLOYER**: Sigmar Recruitment Consultants Limited

**EMPLOYEE**:

This statement is given to you as a record of the terms and conditions of your employment with Sigmar Recruitment Consultants Limited and in compliance with the Terms of Employment (Information) Act 1994 – 2001.

All amendments to your terms and conditions of employment will be confirmed by Sigmar Recruitment Consultants Limited in writing and unless so confirmed will not be considered part of your employment contract.

You agree and acknowledge that you are entitled to seek your own independent legal advice and that you have fully read and fully understand the effect and implications of this contract of employment and every part thereof. You further agree and acknowledge that you are entering into this contract of employment without any coercion of any description. 2

1. Commencement and Duration of Employment

* 1. Your employment with Sigmar Recruitment Consultants Limited will begin and finish on the date specified and in Part 2 of the Addendum to this contract. This is a Temporary employment contract. It is agreed that the provisions of the Unfair Dismissals Act 1977 – 2001 will apply to this contract in the event of termination.
	2. Your employment will be on a probationary basis for an initial period of 6 months from the date of commencement of employment. Sigmar Recruitment Consultants Limited may extend this probationary period but in any case, it will not exceed 11 months in total. The assignments which you are placed on as part of your employment are contingent upon third party client requirements. Sigmar Recruitment Limited reserves the right to lay you off on a temporary basis if a third party assignment is completed and there is no other assignment immediately available. You may be terminated at any time during the assigned probationary period by Sigmar Recruitment Consultants Limited, giving you notice as detailed in Part 12.
	3. Your performance will be reviewed during your probationary period. If you complete the probationary period to the satisfaction of management you will be reviewed in accordance with Company Policy in force from time to time.

2. Function and Duties

* 1. You will be employed in the position/function specified in Part 3 of the Addendum. In that capacity, you will be expected to perform all acts, duties and functions as Sigmar Recruitment Consultants Limited may direct in conjunction with the third party client. You will be expected to comply with such directions as are linked to your position/function and considered by Sigmar Recruitment Consultants Limited to be reasonably consistent with such a position/function.
	2. You will observe and comply with all lawful instructions, rules, regulations and policies confirmed to you from time to time by Sigmar Recruitment Consultants Limited.
	3. During the course of your employment, as the business of Sigmar Recruitment Consultants Limited changes and develops, it may be necessary to expand your duties within the general scope of your position or to change your function. Such a change may occur to suit market demands, manpower availability, increased competitiveness etc. and it is a condition of employment that you agree to be totally flexible with regards to your work.

* 1. In order to meet the requirements of Sigmar Recruitment Consultants Limited business and its reasonable operational needs, you may be required to carry out any other duties in addition to or instead of those to which you have been assigned. However, you will not be required to carry out duties which you cannot reasonably perform.

3. Place of Work

* 1. Your place of work at the commencement of this contract will be at the location specified in Part 4 of the Addendum. However, this may change from time to time and you may be required to attend at any location within and outside of Ireland linked to the organisation, in keeping with the demands of your job and/or the changing needs of the business. You will be given as much notice as possible where the Company asks you to travel to another site
	2. During your employment you must devote your time, attention and skills exclusively to the business of the Company and you must use your best endeavours to promote the interests, business and welfare of the Company. You will not, during the continuance of your employment, engage in other work or employment for any other party without the prior written consent of the Company. You must avoid outside business relationships, or business dealings with any of the Company’s customers/competitors.

4. Hours of Work

* 1. Your normal working hours will be as specified and mutually agreed in Part 5 of the Addendum and will vary by assignment as dictated by the Company’s third party clients. The Company reserves the right to determine the hours/days you work or alternatively, to change these working hours. You will receive as much notice as is reasonably possible prior to any change.

Your rest periods will be in accordance with the Organisation of Working Time Act, 1997 and will be agreed with your Manager in advance.

* 1. From time to time, based on the Company business needs, you may be requested to work hours in addition to the normal working hours, and your co-operation in this regard will be appreciated. Where possible, any such requirement will be notified to you in advance by your immediate Supervisor.
	2. Your responsibility to work such extra hours as may be necessary for the performance of your duties may require additional remuneration which is at the discretion of the Company and will be as specified in Part 6 of the Addendum.

5. Remuneration, Benefits and Deductions

* 1. Your hourly rate of pay will be a basic pay rate of €8.65 per hour plus an additional hourly premium which will vary per assignment at the discretion of the Company’s third party client. The hourly assignment premium will be agreed with you in advance of commencing each assignment and is specified in Part 6 of the Addendum. Your payment will be calculated by multiplying the hourly pay rate, by the number of confirmed hours worked which are recorded in a weekly timesheet. Timesheets must be signed off by the appropriate supervisor in order to be confirmed. The hours on the time sheet will be rounded up / down to the nearest quarter hour. Your salary will be payable weekly / monthly by credit transfer to your bank account, and such payment arrangements shall remain in force until otherwise mutually agreed in writing.
	2. Sigmar Recruitment Limited will deduct all amounts from any remuneration payable to you, which it is authorised to deduct or required by law to deduct and remit to the Revenue authorities.
	3. Sigmar Recruitment Consultants Limited shall be entitled to deduct from your remuneration any monies owed by you to Sigmar Recruitment Consultants Limited including but not limited to any outstanding loans, advances, the cost of repairing or recovering any damage or loss of Company property caused by you and any excess holiday pay.
	4. Pension Scheme **–** Sigmar Recruitment Limited will provide you with information to join a PRSA scheme with our chosen provider. Further details can be obtained from your Consultant.
	5. Retirement Age – The retirement age is the date of your sixty fifth birthdays. This date may be extended with the approval of the Board of Directors/ Management.

6. Holidays

* 1. Annual leave and statutory public holiday entitlements will be granted in accordance with Part III of the Organisation of Working Time Act 1997.
	2. Holiday leave may be taken at such time or times as your direct supervisor shall consider most convenient having regard to its business requirements and the wishes of the employee. Entitlement to holidays starts to accumulate from the moment your assignment starts. Standard holiday entitlement is calculated at 8% of all hours worked and is accumulated in proportion to the amount of time worked on each assignment during the year. Non standard holiday leave may be granted per assignment at the discretion of the Company’s third party client. This additional holiday leave will be agreed with you in advance of each assignment and is specified in Part 6 of the Addendum. The annual leave year will commence on the first date that you start your assignment. Your are entitled to Public Holiday Pay if you have worked 40 hours during the five weeks ending on the week prior to the public holiday, in accordance with the provisions of the Organisation of Working Time Act 1997.

7. Health & Safety

It is the policy of Sigmar Recruitment Consultants Limited to operate and maintain a safe and healthy working environment and to comply with the statutory requirements of the Safety, Health and Welfare at Work Act 2005.

In accordance with the Safety, Health and Welfare at Work Act 2005 Recruitment Agencies are not responsible for the temporary worker whilst on a third parties premises and whilst under a third parties direction and supervision. It is therefore your responsibility to ensure you become familiar with the Health & Safety Policy of any third party which you are working in and adhere to the relevant policy.

8. Absence

* 1. If you are absent from work due to sickness, or any other reason, your Consultant must be notified not later than 9.00 am on the first day of absence. You must inform your consultant each day that you are absent from the assignment.

Text messages, emails and voice mails are not acceptable methods for communicating your absence.

* 1. You must attend work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work. You must be ready to start work at your appointed time. This is extremely important because we are responsible to our customers. The Company attaches great importance to consistent punctuality and as part of that policy, will take disciplinary action against latecomers. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.
	2. Sigmar does not provide sick benefit or any other payment for incapacity. You may be entitled to Social Welfare Benefit from the fourth day while absent due to illness.
	3. If you are absent due to sickness or incapacity for two or more consecutive days, you must, at your own expense, furnish Sigmar Recruitment Consultants Limited with a certificate from a registered Medical Practitioner on the first day of absence specifying the nature of your illness or incapacity and the likely duration of your absence. Certificates should be submitted on a weekly basis thereafter. On some occasions, the Company may require you to submit a certificate after the first day.
	4. If you are unable to carry out your duties under this contract for a period of 3 consecutive calendar months or for periods totalling 90 days during any 12 consecutive calendar months due to illness, incapacity or for any other reason beyond your control, Sigmar will be entitled to treat this contract as frustrated and accordingly terminated.
	5. Before returning to work, you may also be required to submit, at your own expense, a certificate from a registered Medical Practitioner confirming that you are fully fit to resume your normal duties.
	6. Sigmar Recruitment Consultants Limited reserves the right to request that you attend a doctor nominated by the Company at any time during sickness or incapacity.
	7. Long term absence or sick leave may put the employment at risk and be construed as Incapability; this may result in termination of employment.

9. Lay-off and / or short time

Sigmar Recruitment Consultants Limited reserves the right to lay you off from work or reduce your working hours, where, through circumstances beyond its control, it is unable to maintain you in employment. You will receive as much notice as is reasonably possible prior to such lay-off or short time. You will not be paid during the lay-off period. You will be paid only in respect of hours actually worked during period of short time.

10. Discipline

Employees are expected to adhere to Sigmar Recruitment Consultants Limited standards of conduct, capability and performance as notified by Sigmar Recruitment Consultants Limited to its employees. Employees will be subject to disciplinary action up to and including dismissal if they fail to meet Sigmar Recruitment Consultants Limited agreed standards. Whilst working on assignment in a third party company you should respect their code of conduct and performance guideline. If you have any issue please contact your consultant in Sigmar Recruitment Consultants Limited who will make every effort to resolve the problem. Additionally all information will be treated in a confidential manner. This applies during the assignment and indefinitely thereafter.

* 1. The following disciplinary procedures will apply in matters of discipline, gross misconduct, the constant repetition of minor offences, wilful negligence or unsatisfactory performance or written complaints against employees received through the Grievance Procedure, which are found against the employee.

At each stage of the procedure a disciplinary meeting will be held where all the facts will be considered and any mitigating circumstances discussed. All Employees may be accompanied at these meetings, by a fellow colleague of their choice, if he/she wishes. All warnings issued under this procedure will clearly state that the employee will be liable for further disciplinary action should their performance not improve or should there be a further breach of company regulations. In the event of no further misdemeanours occurring and improved performance within the time frame the warning will be removed and the employees file will be cleared.

Other than for an "off the record" informal reprimand, employees have the right to be accompanied by a fellow employee, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process. However, they are not there to answer questions on your behalf.

All staff will be advised of their right to appeal against any disciplinary action taken.

* 1. Verbal Warning

At the first stage of the procedure a verbal warning will be issued. A record of this verbal warning will be kept on the employee’s personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

* 1. Stage 2 - First Written Warning

Failure to improve on previous warning or if an additional or more serious breach occurs, a first written warning will be issued. A record of this written warning will be kept on the employee’s personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

* 1. Stage 3 – Final Written Warning

 Failure to improve on previous warnings or if an additional or more serious breach occurs a final written warning will be issued. A record of this written warning will be kept on the employee’s personnel file for a twelve-month period and will be disregarded after that, if satisfactory improvement is shown.

* 1. Stage 4 - Suspension

Failure to improve on previous warnings or if an additional or more serious breach occurs, the employee will be suspended with or without pay. During any period of suspension, an employee is expected to seriously consider their future with the company. A record of this suspension will be kept on the employee’s personnel file for a twelvemonth period and will be disregarded after that, if satisfactory improvement is shown.

Depending on the seriousness of the matter, an employee may be suspended without pay at the Written Warning stage of the procedure.

* 1. Stage 5 – Dismissal

Failure to improve on previous warnings or additional or more serious breach occurs or for gross misconduct an employee will be liable to be dismissed. In the extreme circumstances of gross misconduct, as outlined above, an employee will be suspended pending a full investigation of the matter(s). If, after investigation, the case is proven, then the employee’s employment will be terminated without previous warning. If the decision is to dismiss, the employee should be provided with a letter stating the reasons for termination of employment, the length of employment, the length of notice (whether this will be worked or whether there will be payment in lieu) and the effective date of termination. The letter must include details of the employee's right of appeal and must be issued within two weeks of the dismissal. Depending on the level of the offence the previous stages of the disciplinary procedure may be by-passed.

If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

* 1. Disciplinary Procedures

The disciplinary policies and procedures, which form part of your contract of employment, incorporate the right to lodge an appeal in respect of any disciplinary action taken against you. This should be lodged within 5 working days stating the grounds of the appeal in writing, to the Board of Directors.

If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

You may be accompanied at the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you as soon as possible. The date of the original disciplinary action/dismissal shall remain effective regardless of the outcome of any appeal after the hearing.

11. Purpose of Grievance Procedure

The purpose of this policy provides staff with a readily accessible procedure for addressing problems or concerns they may have regarding their work, management or another member of staff. This policy also ensures that staff may formally raise a grievance as regards any decision or action taken by this organisation also giving staff the opportunity to make management formally aware of situations where it is felt that a policy or procedure is not being followed or applied fairly to employees.

* 1. Grievance Procedure Policy

It is accepted that when people work together there will inevitably be situations where misunderstandings, problems or concerns need to be resolved. It is the policy of this organisation that a culture of good communications, openness and willingness to co-operate and listen will exist, and therefore it is envisaged that the majority of these issues or misunderstandings will be capable of being addressed informally in an efficient and effective manner. However, where such issues are unresolved they may become grievances. Therefore, employees are encouraged to seek resolution of an issue by utilising this procedure.

* 1. Formal Grievance Procedure

* Staff are encouraged to approach their consultant in the first instance to arrange a meeting to discuss and attempt to resolve. They will be requested to set out their grievance in writing
* The member of staff may be accompanied by a colleague of their choice at the meeting
* The issue will be discussed and a reasonable timeframe for resolution will be then given (normally within 5 working days)
* If the employee is dissatisfied with the outcome, they may appeal to the General Manager. If the grievance relates to their manager, the employee may skip directly to this stage
* The issue will be once again discussed and a reasonable timeframe for resolution will be then given (normally within 5 working days, depending on the severity of the issue)
* If the employee is dissatisfied with the outcome of the final stage of the procedure then further recourse is available and the employee may request a meeting with a Company Director.
* The issue will be once again discussed and a reasonable time frame for resolution will be then given (normally within 5 working days, depending on the degree of issue)
* The decision at this level, following the exhaustion of the above procedure will be final and no further Company appeal will be entertained
* If the member of staff is still dissatisfied with the outcome they may then choose to seek recourse through external bodies.

12. Termination of Employment

* 1. If your Manager should determine that your services are unsatisfactory, the appointment may be terminated in accordance with existing employment legislation.
1. Save and insofar as the parties agree that the Unfair Dismissals Act 1977 – 2001 shall apply to this contract: or
2. Any other notice period agreed by you and Sigmar Recruitment Consultants Limited in writing. For business purposes, Sigmar Recruitment Consultants Limited normally requests 1 weeks’ notice. You may not work for any other employer or engage in any other business during your notice period.
	1. You will be entitled to receive the appropriate notice period, as set down in the Minimum Notice and Terms of Employment Act 1973-2001. Sigmar Recruitment Consultants Limited agree to give employees the notice periods as outlined in the below table. Alternative notice periods can be given with the agreement of both parties.

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| --- | --- |
| **Service** | **Notice** |
| Less than 13 weeks | None |
| 13 weeks to 2 years | 1 week |
| 2-5 years | 2 weeks |
| 5-10 years | 4 weeks |
| 10-15 years | 6 weeks |
| 15 years or more | 8 weeks |

* 1. Sigmar Recruitment Consultants Limited reserves the right to give you pay in lieu of any period of notice, which you are required to give to or are entitled to receive from Sigmar Recruitment Consultants Limited
	2. If you refuse to work all or any part of the notice period, you will forfeit any remuneration due to you, but unpaid, at or after the time the notice was given.
	3. Sigmar Recruitment Consultants Limited shall be entitled to terminate your contract without notice or payment in lieu of notice if you are guilty of gross misconduct.
	4. Sigmar Recruitment Consultants Limited reserves the right to terminate your employment with the Company without notice or salary in lieu of notice and with immediate effect if you as an employee:
1. Commit any serious breaches of the terms and conditions of this Contract of Employment.
2. Commit any act or are guilty of any conduct, which in the reasonable opinion of management brings you or Sigmar Recruitment Consultants Limited into serious disrepute.
3. Commit an act of serious dishonesty (e.g. steal cash and/or property from the employer, colleagues or customers) or falsify documents. This will most likely result in prosecution.
4. Are convicted of any serious criminal offence or had the Probationary Act applied (excluding an offence under the Road Traffic Legislation in Ireland or elsewhere for which you are not sentenced to any term of imprisonment or suspended).
5. Commit an act of theft whether related to Sigmar Recruitment Consultants Limited and its business or otherwise.

13. References

It is a condition precedent of this offer of employment that Sigmar Recruitment Consultants Limited receives satisfactory references and evidence of your qualifications. Sigmar Recruitment Consultants Limited reserves the right to request references from previous employers. These references must be on file prior to your commencing employment with Sigmar Recruitment Consultants Limited.

14. Return of Property

Upon termination of your employment for whatever reason, you will be required to return without delay to a third party with whom you are on assignment all its property of every nature and description including but not limited to: personal computers, software, manuals, identity cards and all other items belonging to or issued to you by or on behalf of the third party with whom you are on assignment in the course of or in connection with your work.

15. Medical Examination

You may be required, at any time during your employment with Sigmar Recruitment Consultants Limited, to submit to one or more medical examinations by a registered medical practitioner nominated by Sigmar Recruitment Consultants Limited

16. Search

Sigmar Recruitment Consultants Limited reserves the right to search your person, vehicle, and property while on or departing from Sigmar Recruitment Consultants Limited premises. Should this be required, Management are authorised to conduct the search and no one else. In the event of a search, an employee will be entitled to have a witness of his/her choice in attendance. The search may be conducted on the employee, his/her property, motor vehicle or locker (if provided). Any employee found in unauthorised possession of articles belonging to the company, or to another employee or third party etc. is subject to dismissal and may be prosecuted.

17. Confidential Information

All information, which is not in the public domain and has been acquired in the course of your duties and employment with Sigmar Recruitment Consultants Limited, must be treated as confidential both during and after termination of your employment.

18. Exclusivity of Service

Your employment is full-time and you are required to devote the whole of your working time to the performance of your duties for Sigmar. You are not permitted to engage in any other employment or commercial activity without the prior written consent of Sigmar.

19. Good Faith

Employees should inform the Company if they are pregnant and of any illnesses or injuries that they have, had in the past, or suspect they may have, which could be considered relevant to your employment and/or the tasks you will be required to carry out on a daily basis. In all cases, the employer should be informed as soon as possible.

20. Permit to Work

It is a condition precedent of this offer of employment that Sigmar Recruitment Consultants Limited receives satisfactory evidence of your permission to work in Ireland. For example, you may need to provide some or all of the following documents:

* Current Passport
* Garda National Immigration Bureau (GNIB) Registration Card
* Original employment permit

If you are likely to have difficulty in producing the documents as specified above please let the company know as soon as possible.

21. Entire Agreement

This contract represents the entire agreement between the parties and supersedes any and all previous agreements, understandings and correspondence concerning your employment with Sigmar Recruitment Consultants Limited Any additional or amending provisions shall be by agreement between you and your consultant and will be signed by each party, and will be appended to this document.

Acknowledgement and Agreement

If you are willing to accept employment with Sigmar Recruitment Consultants Limited on the terms and conditions outlined above, you should sign the form of acknowledgement and agreement at the end of this statement and return the complete contract and signed Non Disclosure Agreement if required to the undersigned.

Your employment relationship with Sigmar Recruitment Consultants Limited shall at all times be governed by the laws of Ireland and the courts of Ireland and the courts of Ireland shall have exclusive jurisdiction over any dispute arising out of this agreement.

Signed for and on behalf of Sigmar Recruitment Consultants Limited

Name:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date:

**ACKNOWLEDGEMENT AND AGREEMENT:**

I acknowledge that I have received, read and understood the terms and conditions of my employment as set out above. I hereby accept Sigmar Recruitment Consultants Limited offer of employment on the terms and conditions set out above.

**Name:**

**Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**ADDENDUM**

**Part 1**

**Employee Name:**

**Employee Address:**

**Part 2**

**Commencement Date:**

**Part 3**

**Consultant’s Name:**

**Position:**

**Part 4**

**Assigned Third Party:**

**Place of Work Address:**

**Assignment commencement date:**

**Assignments finish date:**

\*Please note as advised by Client, this date is subject to change based on business demands

**Part 5**

**Status (Full Time /Part Time):**

**Normal Working Hours:**

**Part 6**

**Assigned Hourly Premium:**

**Part 7**

**Annual leave:**

Annual leave and statutory public holiday entitlements will be granted in accordance with Part III of the Organisation of Working Time Act 1997.

Holiday leave may be taken at such time or times as your direct supervisor shall consider most convenient having regard to its business requirements and the wishes of the employee. Entitlement to holidays starts to accumulate from the moment your assignment starts. Standard holiday entitlement is calculated at 8% of all hours worked and is accumulated in proportion to the amount of time worked on each assignment during the year. Non standard holiday leave may be granted per assignment at the discretion of the Company’s third party client. This additional holiday leave will be agreed with you in advance of each assignment and is specified in Part 6 of the Addendum. The annual leave year will commence on the first date that you start your assignment. Your are entitled to Public Holiday Pay if you have worked 40 hours during the five weeks ending on the week prior to the public holiday, in accordance with the provisions of the Organisation of Working Time Act 1997.

**Maternity Benefit:**

You are entitled to 26 consecutive week’s ordinary maternity leave. You are also entitled to take additional maternity leave of up to 16 weeks immediately after the end of your ordinary maternity leave.

If maternity leave commences during a probationary period, probation will be suspended and will recommence on return from maternity leave.

You are not entitled to payment for maternity leave from the company. You may be entitled to receive Maternity Benefit from the Department of Social and Family Affairs.

**Additional/Amending Provisions (if any):** Subject to reference check

**Date of Issue of contract:**

Sigmar Recruitment Limited is an equal opportunity employer and does not discriminate against individuals on the basis of gender, age, race, colour, nationality, ethnic or national origin, religion, marital status, family status, sexual orientation, disability or membership of the travelling community.