

CONTRACT OF EMPLOYMENT
Fixed Term – Specified purpose
Replacement for Cleaner on Sick Leave

Terms and Conditions of Employment at ANYWHERE SCHOOL and list of duties

1. NAME AND ADDRESS OF EMPLOYER

EMPLOYER: Board of Management,
Address
Address
Address
Reg. No.

2. NAME AND ADDRESS OF EMPLOYEE

EMPLOYEE: Name
Address
Address
Address

3. TITLE OF POST: Cleaner –Specified Purpose

4. NATURE OF POSITION

- a) This post is temporary full-time and will commence on _____.
- b) You are engaged on a specified purpose contract to provide cover for a Cleaner who is absent on sick leave, and which will terminate upon the cesser of the said specified purpose.
- c) As you are replacing an employee who is on sick leave, the post cannot be filled on a permanent/ contract of indefinite duration basis in his/her absence.
- d) You accept the objective grounds and agree that the contract offered is on a specified purpose basis that cannot be offered as a contract of indefinite duration.
- e) The provisions of the Unfair Dismissals Acts 1977 – 2007 or any amendment thereto shall not apply to a dismissal consisting only of the expiry of the said term/purpose without it being renewed.
- f) The Employer agrees to notify you of any vacancies that become available for a permanent Cleaner post during the course of this contract. Notification shall be given by way of advertising on the school notice board during term time.

g) Probation – you will be on probation for six months with immediate effect. At the end of the said period the specified purpose appointment may be confirmed, probation may be extended for a further period not exceeding eleven months or your employment may be terminated as the Board of Management may determine. In the event that your performance is unsatisfactory during the probationary or extended probationary period, your employment may be terminated by one weeks notice.

5. PLACE OF WORK

The normal place of work will ordinarily be the School. You may be required from time to time to work and/or travel outside of the normal place of work. In such circumstances, the Employer will endeavour to give you as much notice as is reasonably possible. However, there may be occasions when it is not possible to give you such notice.

6. HOURS OF WORK

All hours worked will be subject to and recorded in accordance with the provisions of the Organisation of Working Time Act, 1997 and the Organisation of Working Time Act (Regulations) 2001.

? hours daily from _____ to _____ or any such periods as specifically required by the Board of Management and communicated by school management. You will be required to work only when the school is open to students, i.e. September to May and you are not required for the mid term breaks. The roster of designated areas for cleaning by the cleaning staff will be agreed with the Principal in advance or as amended by the Principal and communicated to the cleaning staff by the Principal/Deputy Principal/Caretaker/Cleaning Supervisor.

7. REMUNERATION

- You will be paid weekly (one week in arrears) for hours worked
- You will be paid by cheque
- Your rate of pay will be €xxxxxx per hour gross
- Payment for overtime will be made where applicable. You may receive time off in lieu of payment for overtime.

8. TIME SHEETS

Employees must complete a time sheet at the end of each week. Time sheets are to be handed in to the main office and are then ratified by the Principal.

9. ANNUAL LEAVE

Granting of annual leave, payment for annual leave and arrangements for public holidays will be governed by the provisions of the Organisation of Working Time Act, 1997. Depending on time worked, employee's annual leave entitlement should be calculated by one of the following methods:

- a) An employee who works at least 1,365 hours per annum will receive an annual leave entitlement of 4 working weeks in a leave year, or;
- b) One-third of a working week for each month in the leave year in which the employee works at least 117 hours (but subject to a maximum of 4 working weeks), or;
- c) 8% of the hours the employee works in a leave year (but subject to a maximum of 4 working weeks).

Employees covered by two or more of the above calculations will be entitled to use whichever method results in the greater amount of annual leave. Permission and prior authorisation is essential before annual leave is taken. The granting of annual leave at any particular time is always subject to the requirements of the school and all annual leave is liable to suspension during periods of exceptional pressure. The final decision in allocating leave rests with the Principal or other responsible officer acting on behalf of the Board of Management, having regard to the exigencies of the school

You are expected to avail of your leave allowance during the current leave year, and permission from the Principal must be given before any portion of the allowance may be carried forward.

10. PUBLIC HOLIDAYS

Your entitlement to leave for Public Holidays shall be in accordance with the terms of the Organisation of the Working Time Act, 1997. Part-time employees who have worked 40 hours in the 5 weeks ending on the day before a public holiday qualify for public holiday benefit.

11. LAY-OFF AND/OR SHORT-TIME

The School 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 or maintain you in full-time 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 for hours actually worked during periods of short-time. You will not be paid for any school holidays including mid-term breaks and June, July or August.

12. SICK LEAVE

In the event of absence from work you are required to contact the School by 10.00 a.m. on the first day of absence.

The granting of sick leave will be subject to the following conditions in particular:

- i) that the absence is properly certified
- ii) that there is no evidence of permanent disability of service.

A certificate from a qualified medical practitioner must be submitted on the third day of a continuous absence and on a weekly basis thereafter. Sick leave will not be allowed for a longer period than one week on any one certificate.

There is **no** provision for payment of wages to you during absences from work due to illness or injury from day four of such illness or injury.

If you are absent from work due to illness, you should contact the Department of Social Protection to ascertain your entitlements. The School reserves the right to have you examined by a Medical Advisor.

Uncertified sick leave

Sick leave for single or two-day absences in total not exceeding 5 days in any period of twelve months *may* be granted without medical certificate.

Medical certificates must in all cases of continuous absence be furnished on the third day at the latest. Class 'A' PRSI staff, must submit their MC1 cert before the fourth day of illness

13. CONFIDENTIALITY

All information in the course of work is deemed to be confidential. You shall not discuss or disclose any information of a confidential nature relating to the school or its business or in respect of which the school owes an obligation of confidence to any person during or after your employment except in the proper course of your employment or as required by law.

14. PENSION/RETIREMENT AGE

The school does not operate a pension scheme. However, the School has nominated _____ to provide Personal Retirement Savings Accounts to employees. While the School is prepared to facilitate deductions from your salary and the payment thereof to *INSERT NAME OF PRSA PROVIDER*, the School will not be making contributions.

Further, you agree that the provisions of the Unfair Dismissals Act 1977- 2007 or any amendment thereto shall not apply to a termination when you have reached the retirement age of 65 years.

15. VARIATION IN TERMS AND CONDITIONS

The Employer reserves the right to amend or vary the Employee's terms and conditions of employment from time to time. The Employee will be given not less than one month's written notice of any significant changes to the Employee's terms and conditions of employment.

16. GRIEVANCE AND DISCIPLINARY PROCEDURES

ACCS, on behalf of the school, and the main negotiating unions have agreed a procedure for dealing with grievance and disciplinary matters which will apply to your employment. (Copy attached).

17. CODE OF PRACTICE FOR DEALING WITH COMPLAINTS OF BULLYING AND HARASSMENT OF STAFF

ACCS, on behalf of the school, and the main negotiating unions have agreed a procedure for dealing with complaints of Bullying, Harassment and Sexual Harassment which will apply to your employment. (Copy attached).

18. HEALTH AND SAFETY

The Employer will take all reasonably practicable steps to ensure the Employee's health, safety and welfare while at work. In addition, the Employee undertakes to take reasonable care for his/her own safety and health and that of any of his/her fellow employees and any other persons who may be affected by the Employee's acts or omissions while at work.

The Employee hereby agrees to co-operate fully with the Employer, all of his/her fellow employees and any other persons to such extent as will enable the Employer, its employees, servants, agents and all other relevant persons to comply with any provisions of the Safety, Health and Welfare at Work Act 2005.

The Employee is required to familiarise himself/herself with the Employer's/School's Health & Safety Policy.

19. EQUALITY

ANYWHERE SCHOOL is committed to a policy of Equality of Opportunity in its employment practices. The school is also committed to the maintenance of a working environment free of all forms of harassment including sexual harassment and harassment on the grounds of gender, marital status, family status, age, religion, race, disability, sexual orientation and membership of the Traveller Community.

20. NOTICE OF TERMINATION

Except in circumstances justifying immediate termination of your employment by the School, you will be entitled to receive the appropriate period of notice set down in the Minimum Notice and Terms of Employment Act, 1973-2001.

Your employment may be terminated without notice for serious misconduct or failure to carry out such duties as may be assigned to you by the School from time to time.

You are required to give 1 weeks notice of termination of your employment.

21. GOVERNING LAW

The Employee's employment shall at all times and in all respects be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

I accept and agree to all the above terms and conditions of employment and to perform the duties as listed at Appendix 1

AND

To perform such other similar duties as may be required and generally to carry out such duties as may be required from time to time by the Board of Management, Principal, Vice-Principal or other person placed in charge.

Signed: _____ Date: _____
Employee

Signed: _____ Date: _____

(For the School)

Position: _____

Appendix 1

The Principal acting on behalf of the Board of Management will decide the duties that are to be performed and the actual hours to be worked each week.

List of duties (this list is indicative but not exhaustive)

- a) The Board of Management will require that the school be cleaned internally to a standard suitable for occupation (teachers/staff/students).
- b) sweeping, hoovering and dusting on a daily basis
- c) washing and cleaning of glass, furniture and floors when required under the direction of the Principal/Deputy Principal/Caretaker/Supervisor.
- d) All toilets to be cleaned, washed and disinfected on a daily basis
- e) Cleaning staff are also required to report any health hazard or damage to school property or equipment in need of repair to the caretaker.
- f) Cleaning staff are required to ensure that windows and classroom doors are locked following the cleaning of each classroom.
- g) To perform such other duties as may be required and generally carry out such instructions as may, from time to time, be given by the Board of Management, the Principal or other responsible officer.