

INTERESOURCE GROUP (IRELAND) LIMITED

EMPLOYERS SHOULD GIVE EMPLOYEES WRITTEN PARTICULARS OF EMPLOYMENT. THESE PARTICULARS SHOULD INCLUDE ALL THE LEGAL REQUIREMENTS BY WAY OF A LETTER OF APPOINTMENT WITH MINIMAL INFORMATION PLUS REFERENCE TO ADDITIONAL MATERIAL THAT DEFINES THE CONDITIONS OF EMPLOYMENT OR A CONTRACT OF EMPLOYMENT.

MANY EMPLOYMENT CONTRACTS CONTAIN ONLY VAGUE REFERENCES TO THE "POLICIES AND PROCEDURES TO WHICH THE EMPLOYEE WILL BE BOUND". THE EMPLOYER SHOULD PROVIDE THE EMPLOYEE WITH ALL OF THE COMPANY POLICIES AND OTHER DOCUMENTS THAT RELATE TO THE CONTRACT OR ARE REFERRED TO IN THE CONTRACT.

CONTRACTS

Are they worth the paper they're written on?

CONTRACT DETAILS

- Full name of employer and employee
- Address of employer
- Place of work of employee, and, where the employee is required or permitted to work at various places, an indication of this
- Title of job or nature of the work or a brief job description
- Date of commencement of employment

HOURS OF WORK, SCHEDULES, AND OVERTIME

- Number of hours in workweek and workday.
- Procedure for scheduling.
- Alternative work schedules/flex-time.
- Definition of overtime & pay or compensatory time off

UNIFORMS AND TOOLS

- Allowance for or provision of uniforms and/or tools for affected employees.

PAY & BENEFITS

- Wages/ salary details
- Rate of overtime work (if eligible for overtime pay)
- Any other cash benefits that the employee is entitled to
- Any payment in kind that the employee is entitled to and the value of that payment (e.g. accommodation)
- Any deductions to be made from the employee's remuneration (e.g. Pension / Medical Aid)
- Method of payment and method of calculating wages
- Additional benefits, and any conditions under which they apply, e.g. achievement of targets
- Pension scheme - whether one exists, and if so conditions
- Approvals for any deductions from pay, e.g. pension scheme other than those required by law

LEAVE AND TIME OFF

- Annual leave entitlement
- Role of seniority in scheduling vacations.
- Conditions relating to taking leave, e.g. present company holidays or notice requirements
- Details of any other paid leave entitlements
- Sick leave arrangements and conditions of any benefits

PROBATION PERIOD

- Purpose & duration of the probationary period
- Benefits that will come into effect when the probationary period is completed

PROTECTION OF BUSINESS INFORMATION

- Details of confidentiality requirements
- Use and misuse of electronic communications and Internet

PERFORMANCE EVALUATION

- Criteria & frequency for evaluations.

DISCIPLINARY PROCEDURES

- Details of the disciplinary procedure
- Conditions under which the employer can terminate the contract e.g. gross misconduct

HEALTH & SAFETY

- Employer and employee responsibilities

NATURE OF CONTRACT

- Type of contract: permanent, temporary, fixed term
- Duration of a temporary contract or termination date for a fixed term contract
- Period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate

GRIEVANCE PROCEDURE

- Definition of a grievance.
- Stewards' right to use work time for grievance investigations.
- Employees' right to union representation.
- Explanations of each step in grievance procedure and time limits at each step.

ACCEPTANCE

- Acceptance clause whereby employees sign that they accept the contract of employment and conditions therein.

RETIREMENT POLICY

- Will stipulate the age of retirement which is usually legislative

ADDITIONAL CLAUSES

- You can add any additional clauses as you see fit. Remember that the contract is to protect both employee and employer, Make it fair!

STEP