

SAMPLE - Temporary Agency Worker Contract

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TERMS AND CONDITIONS OF EMPLOYMENT.

PARTIES

Agency Worker: [INSERT NAME & ADDRESS]

Employer: [INSERT NAME] (hereinafter called“the Company”).

DATE OF COMMENCEMENT:

This contract will commence on the (Insert Date) and you will be employed on a week to week basis until further notice.

CATEGORY

You are employed as a (eg **Temporary Agency** General Operative)

You will be required to be flexible in this position and must be prepared to undertake such other work as may be assigned to you by the Company from time to time. Such work can be outside the area of your normal duties.

REPORTING RELATIONSHIP

You will report initially and directly to (insert Title) or to any person who in his/ her 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

Your normal working week will be (39/40) hours over 5 days, Monday - Friday. Your normal working hours will be from 8:00am to 4:30pm (Monday - Thursday) and 7:00am to 3:30pm on Fridays. The Company reserves the right to change these working hours. You will receive as much notice as reasonably possible prior to any change.

REST BREAKS

Your rest arrangements will be given in line with the Organisation of Working Time Act 1997.

Where you do not get an opportunity to take your break(s), please inform your manager as soon as possible but within 7 days and an alternative break period will be assigned.

REMUNERATION

You will be paid at a rate of €_____ per (hour / week / month)

You will be paid (1 week/fortnightly/monthly) in arrears, by credit transfer to your bank account on every Friday /Fortnight /x date of the month)

PLACE OF WORK

Your place of work will be located at _____ The Company reserves the right to relocate its operations and/or establish further operations and you may be required to transfer to another department and/or place of work

PENSION

The company does not operate a pension scheme, however, we will facilitate deductions at source to any scheme to which you are a member. Information will be supplied on an annual basis regarding pensions by an approved Insurance Broker.

DRUGS AND ALCOHOL

Any Agency Worker suspected of having consumed alcohol while on duty or presenting themselves for duty under the influences of alcohol may be suspended with pay pending an investigation. This may lead to disciplinary action up and including dismissal.

Any Agency Worker suspected of having taken any banned substances including (but not limited to) cannabis and/or abuse of prescribed drugs on the premises, or presenting themselves for duty under the influence of such substances, and may be suspended with pay pending an investigation. This may lead to disciplinary action up to and including dismissal.

The Company will be entitled, at its expense, to require you to be examined by an independent medical practitioner of the Company's choice.

CCTV

The company may avail of the use of recording equipment to monitor activities in relation to health and safety and the implementation of policies. This recorded footage may be used in disciplinary hearings to establish the facts of a case and may be used as material evidence in any disciplinary hearing including dismissal.

ILLNESS/ABSENCE FROM WORK

In the event of absence from work you are required to contact the Client as soon as possible, but no later than 1 hour prior to normal starting time on the first day of absence. Leaving a message or speaking to a team member is not accepted. You must speak to another Line Manager or HR if your Line Manager is not around, emails, texts or other people calling in your behalf will not be accepted.

A medical certificate must be submitted to the organisation by the end of the 3rd day of absence and weekly thereafter. A poor record of attendance may lead to disciplinary action up to, and including, dismissal.

At all times the organisation reserves the right to refer an Agency Worker to the organisation's nominated medical practitioner for an independent medical assessment.

The organisation will not make any payment for any day of illness or unauthorised absence from work that you do not attend for work. You may be entitled to claim social welfare benefit from the Department of Social, Community and Family Affairs.

The Company does not operate a sick pay scheme

PUNCTUALITY

If you are late for work, it impedes your colleagues, your clients and your ability to effectively carry out your responsibilities. Poor punctuality may be considered misconduct and may result in disciplinary action, up to and including dismissal.

HR POLICIES

The company has set out a number of key HR policies that form part of your terms and conditions of employment at Appendix 1. These policies may be reviewed and updated from time to time.

ANNUAL LEAVE & PUBLIC HOLIDAYS

Your holiday entitlements shall be 20 days per annum plus public holidays which must be approved in advance.

The final decision in allocating annual leave dates rests with the management. Payment for annual leave will be calculated in accordance with the provisions of the Organisation of Working Time Act, 1997. Holiday entitlement is not cumulative and may not be carried over to the following year.

HEALTH AND SAFETY

The company will ensure, so far as is reasonably practicable, that its Agency Workers are not exposed to risks to their health and safety. It is your duty while at work, to conform to both the Company and Client's health and welfare policy and practices to ensure your own safety. You will inform your immediate Site Manager/Supervisor of all accidents/injuries sustained by you at your place of work immediately, which will be entered on a Company Accident Report Form.

The wearing of any designated personal protective equipment and adherence to all other safety regulations is a condition of employment. The wearing of safety helmet, safety boots, safety harness, life jackets, goggles / eye protection etc... must be worn as required by management.

The company may deduct reasonable cost of replacement of tools and protective clothing which have been lost, misplaced or damaged due to carelessness from the Agency Worker's weekly pay

The company reserves the right to search any / all Agency Workers leaving or entering site and to inspect any parcel, package, handbag or motor vehicle. Any goods, not the property of an Agency Worker, must not be removed from site without the written permission of management

LAY-OFF AND/OR SHORT-TIME

The Company 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.

RETIREMENT

The retirement age in the Company is set to coincide with the age at which people qualify for State pension and you must retire on this date or as may be amended in legislation in the future

- If you were born before 1 January 1955 the minimum qualifying State pension age will be 66.
- If you were born on or after 1 January 1955 the minimum qualifying State pension age will be 67.
- If you were born on or after 1 January 1961 the minimum qualifying State pension age will be 68.

The Company has set the above retirement ages(s) in order to facilitate the professional growth and development of all Agency Workers and to aid the Company's policy of internal succession within the Company and having regard to the health and safety of Agency Workers in the context of the nature of the business of the Company. It is agreed and accepted by you that you will retire at this time.

CONFIDENTIALITY

All confidential information, trading information, processes and other information peculiar to the business remains the intellectual property of the Company or the Client as appropriate 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 or the Client.

REDUNDANCY – SELECTION CRITERIA

Should the company need to introduce lay-off , short time or redundancy, it will, place a premium on retaining Agency Workers with the necessary skills to carry out work.

REVIEW

The terms and conditions of employment of this contract may be reviewed due to unforeseen circumstances or changes in legislation, and any changes/alterations will be discussed with you in advance and amendments will be set out in writing.

NOTICE

You are required to give the company (1 week / 1 month) notice of your intention to terminate your employment .The company undertakes to give you notice in accordance with the Minimum Notice and Terms of Employment. Acts, 1973 to 2001

Please indicate your acceptance of the terms and conditions set out above by signing the enclosed copy of this document.

Signed: _____ **Name** _____

(Agency Worker)

Date: _____

Signed: _____ **Position** _____

(Employer)

Date: _____

KEY HR POLICIES

1 Dignity at Work Policy a) Bullying is defined as;

Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

b) Harassment is defined as;

Harassment is any act or conduct including spoken words, gestures or the production, display or circulation of written words, pictures or other material which is, unwelcome and could be reasonably regarded as offensive, humiliating or intimidating. (Section 35(5) Employment Equality Act.

The harassment has to be based on or motivated by one or more of the nine relevant characteristics of the Agency Worker(s) targeted;

This organisation respects the right to dignity in the workplace for all its Agency Workers, so will deal with any issue of harassment, whether or not it is characterised by the nine areas listed below;

These are;

Gender
Marital Status
Age
Sexual Orientation
Family Status
Race
Religious Belief
Disability
Membership of the Traveller Community

c) Sexual Harassment is defined as;

Any act of physical intimacy, requests for sexual favours or any other act or conduct including spoken words, gestures or the production, display or circulation of written

words, pictures or other material that is *unwelcome and could reasonably be regarded as sexually offensive, humiliating or intimidating.*

d) Reporting procedure

If an Agency Worker feels that they are being bullied/harassed or sexually harassed, they should do the following;

1. In the first instance, raise the issue informally with the person who is creating the problem, pointing out that their conduct is unwelcome, offensive or interfering with work and request that it stop immediately. Every effort must be made to ensure that the person causing the problem is clear on how unacceptable you consider the behaviour to be.
2. Alternately, if you feel uncomfortable with this direct approach, raise the issue with your Manager.
3. If the behaviour persists, take note of all instances and again bring the behaviour to the attention of your Manager, or if this is not appropriate to the attention of Managing Director.

An Agency Worker is encouraged to try to resolve any issue that arises under this policy informally where possible.

Investigation Procedure

If an allegation of bullying/harassment or sexual harassment is reported to any member of management, they are committed to treating it seriously and confidentially. They will take the following steps.

1. Listen to the complaint privately, sensitively taking note of all details available. The person may be accompanied by a colleague, if requested.
- 2 An investigation will be instigated which will involve detailed interviews of both the Agency Worker making the complaint and alleged bully/harasser or sexual harasser. Interviews of any witnesses will also take place to determine what happened.
3. In the interests of natural justice the person against whom the allegations are being made against, must be made aware of the nature of the complaint, be given every opportunity to respond to the detailed allegations and to be accompanied by a colleague, if requested.
4. If, following a thorough investigation, there is a reasonable belief that that the behaviour complained of has occurred then, depending on the

seriousness of it, appropriate disciplinary action up to and including dismissal will be taken having regard to the seriousness of the allegations.

2 DISCIPLINARY PROCEDURE

Disciplinary Procedures

The company expects that you will conduct your duties and behave in such a way as to achieve the expected result and that you adhere to normal business practices and with due regard to our various rules and procedures.

The company regularly carries out continuous assessment of Agency Workers using scoring matrices.

The purpose in introducing disciplinary procedures is not intended to punish but to be remedial and is aimed at giving Agency Workers the opportunity to improve on below standard performance or unacceptable behaviour.

It is hoped that you and your manager will usually be able to resolve any performance or misconduct problem through discussion in the normal course of your work. Therefore, in the first instance you may receive counselling, or an informal oral warning.

Please note; An Agency Worker may be accompanied by a union representative or work colleague at any stage of the disciplinary or grievance procedure if they wish.

Disciplinary procedures will ensue in the case of any of the following;

A. Misconduct

1. Habitual lateness or absenteeism.
2. Failure to comply with legitimate instructions, policies and procedures.
3. Neglect of duties and responsibilities.
4. Unreasonable standards of appearance or inappropriate dress for work

B. Gross Misconduct

The following list represents examples of offences for which an Agency Worker may ultimately be dismissed without notice; however, it is neither comprehensive nor complete;

- Action or omission which endangers the health and safety of other Agency Workers or members of the public.

- Absence from work without authorisation or failure to follow the proper notification procedures.

- Gross insubordination or wilful disregard to carrying out any superior's reasonable requests.

- Breach of confidentiality or security.

- Fighting, quarrelling or behaving in a way which is either injurious to discipline or seriously affects good working relations.

- Roughness, rudeness, aggression or other unacceptable behaviour towards clients or colleagues

- A criminal offence related to the Agency Worker's work for the company.

- A criminal offence committed outside working hours, such as to adversely affect the company's reputation, or the Agency Worker's suitability for his/her acceptability to other Agency Workers.

- Being under the influence of alcohol or illegal drugs at work.

- Offering or receiving bribes.

- Theft

- Discrimination - as set out in Employment Equality Act 1998, 2004

- Bullying

- Harassment/Sexual Harassment

It is emphasised that any action which is a fundamental breach of contract or is so grave that you cannot be permitted to continue your employment whether or not it is included in the above list, will make you liable to summary dismissal.

C. Incapacity

Incapacity arises when the company considers that you do not have, or no longer possess, the requisite skills, aptitude or certification for your work.

You will be told of your shortcomings and given a chance to improve. If the required improvement does not take place, you will be warned in accordance with the disciplinary procedure that if you do not improve within a reasonable period of time, you will be dismissed with the notice to which you are entitled under your terms and conditions of employment. Please note that continued absence may constitute incapacity

Warning Procedure for Misconduct

Informal Counselling:

Before embarking on formal disciplinary action, every effort will be made to resolve the matter by an informal approach. Where an Agency Worker's performance or conduct falls below an acceptable standard, management will initiate a counselling session with that Agency Worker.

Stages of Formal Warnings

1 Verbal warning

2 First written warning

3 Final written warning

4 Dismissal

You will be given reasonable notice of disciplinary meetings and reminded that you can have a colleague attending with you if you wish.

1. *Verbal Warnings*

In cases of unsatisfactory performance or misconduct, you will be warned orally of the offence or shortcoming and of the possible consequence on any repetition or failure to improve. This verbal warning will be confirmed in writing.

A note of verbal warnings will be entered on your personnel record and remain for 6 months. If during that period there has been no further disciplinary action taken against you, the oral warning will, unless otherwise stated, cease to have effect

2. *First Written Warning*

In the event of further misconduct or failure to improve standards of work performance, a written warning will be given, stating that any further misconduct or continued failure to improve performance will render you liable to a final written warning. A ***First Written Warning*** will be entered on your personnel record and remain for 12 months.

3. *Final Written Warning*

In the event of further misconduct or failure to improve standards of work performance, a final written warning will be given, stating that any further misconduct or continued failure to improve performance will render you liable for suspension or dismissal

Written warnings will remain on your personnel record for 18 months. If during that period no further disciplinary action has been taken against you, the written warning will, unless otherwise stated, cease to have effect.

Please note;

There may be occasions where a first or final written warning or even termination of employment is justified immediately, so it should not be assumed that the first stage is always the oral warning.

Before any decision regarding disciplinary action is made, or penalty imposed, you will be interviewed and given the opportunity to state your case. You have the right to be accompanied at any stage of the disciplinary procedure by a fellow Agency Worker of your choice.

Appeal Procedure

You may appeal against any disciplinary action within 5 days of receiving notice of the action. The appeal will be heard by an external HR mediator or other suitably qualified person as appropriate.

If on appeal the case is considered to warrant a lesser penalty or even to be unproven, the warning/dismissal may either be reduced to a lesser penalty or cancelled.

3 Grievance Procedures

The company understands that when people work together there are going to be issues or misunderstandings that need to be dealt with from time to time. If a person has a grievance the following procedure will be applied.

You have the right to seek redress over any grievance. Should you have a grievance you should follow the following procedure as it is described. In most cases you should be able to resolve your grievance by discussion with your manager. However, further stages are available to you.

Stage One

Discuss your grievance with your manager as soon as possible or within 5 days of the grievance arising.

Stage Two

Should the grievance remain unresolved you should take it up as soon as possible, or within 5 days, through your manager with the next level of management.

Final Stage

Should the grievance still remain unresolved, your final recourse is directly to the most senior level of management and that will be the final stage in the process