

Employment Contracts

All workers in Ireland have a contract of employment. This extract, taken from the Irish Government website (www.oasis.gov.ie/employment), outlines the rules and regulations that apply to all workers in the state.

Read the extract carefully and note words and phrases that you have difficulty understanding. When you have finished reading it look at the questions that follow.

-----Contract of employment-----

Information

Anyone who works for an employer in Ireland for a regular wage or salary automatically has a contract of employment, regardless of whether it is written or not.

The contract will include some or all of the following elements (regardless of whether the employer and employee have specified them or not):

- The terms that the courts say are in every contract of employment. Examples include the duty of every employer to provide a safe workplace and the duty of every employee to carry out the job to the best of his/her ability. This part of the contract is occasionally referred to as "common law".
- Terms that must be part of the contract as a result of laws passed by the Dail. Examples include the right to take maternity leave. Such terms are part of the contract even if the employer and employee do not specifically include them and replace any agreement between the employer and employee not to apply the

particular law. So, the statutory right to take maternity leave overrides any agreement between the employer and employee that the employee will not take maternity leave.

- Terms that the Irish Constitution states must be in every contract, for example, the right of an employee to join a trade union.
- Collective agreements
- Joint Labour Committee Regulations
- EU laws

In addition, custom and practice in a particular workplace may form part of a contract. An example would be a particular level of overtime pay for employees.

Rules

The Terms of Employment (Information) Acts 1994 and 2001 provide that an employer is obliged to provide an employee with a written statement of terms of employment within the first two months of the commencement of employment.

The statement of terms must include the following information:

- (a) the full name of employer and employee
- (b) the address of the employer
- (c) the place of work
- (d) the title of job or nature of work
- (e) the date of commencement of employment

- (f) in the case of a temporary contract of employment, the expected duration of the contract or, if the contract of employment is for a fixed term, the date on which the contract expires,
- (g) the rate of pay or method of calculation of pay and the pay reference period for the purposes of the National Minimum Wage Act, 2000
- (h) that the employee may, under section 23 of the National Minimum Wage Act, 2000, request from the employer a written statement of the employee's average hourly rate of pay for any pay reference period as provided in that section.
- (i) pay intervals
- (j) the terms of conditions relating to hours of work (including information on overtime and entitlements to rest breaks and rest periods as per the Organisation of Working Time Act)
- (k) terms or conditions relating to paid leave (other than sick leave)
- (l) terms and conditions relating to sick/injury leave and sick pay and pensions and pension schemes
- (m) notice which the employee is entitled to receive and obliged to give
- (n) reference to any collective agreements which directly affect the terms and conditions of the employee's employment.

In the case of the particulars noted at (g) (h) (i) (j) (k), (l) and (m) above, the employer, as an alternative to providing all the details in the statement, may use the statement to refer the employee to certain other documents containing the particulars, provided such documents are reasonably accessible to the employee in his/her employment.

The statement of terms must indicate the reference period being used by the employer for the purposes of the calculation of the employee's

entitlements under the Minimum Wage Act, 2000. (Under that Act the employer may calculate the employee's minimum wage entitlement over a reference period that is no less than one week and no greater than one month).

The statement of terms must also inform the employee that he/she has the right to ask the employer for a written statement of his/her average hourly rate of pay for any reference period (except the current reference period) in the 12 months prior to the date of the employee's request.

Probationary period

The contract can include a probationary period and can allow for this period to be extended. The Unfair Dismissals Acts will not apply to the dismissal of an employee during a period at the beginning of employment when he/she is on probation or undergoing training provided that:

- the contract of employment is in writing
- the duration of probation or training in one year or less and is specified in the contract.

The above exclusion from the Acts will not apply if the dismissal results from trade union membership or activity, pregnancy related matters, or entitlements under the Maternity Protection, Parental Leave, Adoptive Leave, Carer's Leave Acts.

Comprehension questions

What is a contract?

What are the duties of employers and employees referred to as “**common law**”.

What is a statutory right?

What must an employer provide for an employee within the first two months of employment?

What is a minimum wage?

What is a probation period?

Explain the phrase 'unfair dismissal'.

Explain the phrase 'hourly rate'.

Explain the phrase 'union membership'.

What is parental leave?

What is adoptive leave?

What is carer's leave?
