

Employee Terms of Engagement



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1. INTRODUCTION

Welcome to IRE Recruitment Services. We are delighted that you have joined our team and promise you every assistance to ensure you have a successful career with us. We look forward to developing a happy and lasting relationship with you by placing you in a satisfying position that suits your skills.

It is vitally important for IRE Recruitment Services to maintain our high standard of Operating and Behavioural Procedures which ensures not only the success of our company and the security of our jobs, but also the maintenance of a safe and healthy workplace of which we can be proud.

As with any other companies, basic rules and regulations need to be established and observed. This handbook highlights such areas and offers guidance and information for all employees of IRE Recruitment Services.

2. DEFINITIONS

In these terms of engagement, the following definitions apply:

- Those individuals recruited for temporary work will be described as 'employee or temporary employee'.
- The 'Client' means the person, firm or corporate body requiring the services of the temporary employee.
- The 'Assignment' means the period during which the temporary employee is engaged to render.

3. COMPANY RIGHTS AND RESPONSIBILITIES

IRE Recruitment Services and/or the Client have the exclusive right and sole responsibility to plan, organize and manage its operations to achieve and maintain efficiency. In addition, they also have right to select, employ, promote, discipline or discharge employees.

This also includes the right to:

- Schedule and control all operations, the number of employees required, working hours and shift schedules.
- Define qualifications and requirements for all jobs and assign work to specific employees as necessary.

To ensure that the Client is always in a position to respond speedily to the rapidly changing demands of the market-place, IRE Recruitment Services must retain the right to introduce and operate without restriction as and when it is deemed necessary (such requirements may include Multi-discipline Operations and any other measures necessary to ensure continuation of operations and security of employment).

All other rights not mentioned in the Employee Terms of Engagement shall continue to be vested in the company.

IRE Recruitment Services recognizes its responsibilities to its employees and we make every effort to ensure suitable working conditions are provided.

- Reporting for work under the influence of drugs or alcohol such that in the opinion of the Supervisor/Manager the employee is unfit for work.
- Carrying out unauthorized work on our company or the Client's premises or with Client materials.
- Engaging in remunerate employment while absent from work irrespective of whether the absence is covered by a medical certificate or not.

21. TERMINATION OF EMPLOYMENT

In the event of the termination of employment notice of termination shall be given in accordance with the Minimum Notice and Terms of Employment Act 1973. The current requirements under the above Act are as follows:

<u>Length of Service</u>	<u>Minimum Notice</u>
13 Weeks - 2 Years	1 week
2 Years - 5 Years	2 weeks
5 Years - 10 Years	4 weeks
10 Years - 15 Years	6 weeks
15 Years - Over	8 weeks

In the event of serious misconduct, employment may be terminated without notice or with payment in lieu of notice.

22. CONCLUSION

IRE Recruitment Services expect that employees will refer to the guidelines and procedures outlined in the Employee Terms of Engagement.

It is our sincere desire that through effective Employee and Client relations we will achieve the objective of making our company one of which we all can be proud, and where we can enjoy working together.

Again, the team at IRE Recruitment Services would like to welcome you as a member of our team and should you have any queries, please do not hesitate to contact us.

20. DISCIPLINARY PROCEDURE

It is necessary to have a code of discipline, which can be applied with fairness. If an employee fails to meet acceptable standards of job performance or breach of work rules, the following disciplinary procedure becomes effective.

Verbal Warning

The Supervisor or Manager directly concerned will warn the employee verbally about any minor infringements. Specific aspects of work or conduct which is below standard will be communicated stating clearly that this is a warning and advice will be given on the improvement which must be made. This warning will be recorded in the employee file.

Written Warning

If there is continued failure to meet the required standards, the employee will be issued with a written warning. He/she will be warned that continued failure to improve may result in further disciplinary action up to and including dismissal in accordance with the agreed procedures.

Final Written Warning

If there is continued failure to meet the required standards, the employee will be issued with a written warning. He/she will be warned that continued failure to improve may result in further disciplinary action up to and including dismissal in accordance with the agreed procedures.

Dismissal

If the problem remains the employee concerned will be given notice of dismissal. An employee who has been given a warning however has maintained a clear record for 6 months since the date of the last warning will have their record cleared and the process will start again.

20.1 BREACHES OF DISCIPLINE

Understanding the above procedures the company reserves the right to discipline any employee up to and including immediate dismissal in the case of serious misconduct. The following list whilst not exhaustive is an offences warranting immediate dismissal:

- Deliberate breach of safety regulations likely to cause damage to oneself or other employees.
 - Theft of or malicious damage to company property or that of another employee
 - Sleeping on duty.
 - Refusal to carry out reasonable and lawful instructions. An employee must carry out the supervisors lawful instructions even if he/she disagrees with the instruction (i.e. under protest). The matter can be taken up with the grievance procedures subsequently.
 - Assault on another employee or member of staff.
 - Being in possession of controlled drugs or alcohol on our company or clients premises whether such drugs or alcohol are for your own use or for the distribution or sale to others.
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4. EMPLOYEE RIGHTS AND RESPONSIBILITIES

IRE Recruitment Services regards as one of their most important principles the right of each employee to equal opportunity for development, advancement and overall job satisfaction. The company acknowledges and accepts the employee rights under the current legislation regarding employment.

All temporary employees have the following responsibilities to IRE Recruitment Services. These responsibilities include (but are not limited to):

- Co-operate with and assist management in all measures to advance our company or the client at which you are based.
- In cases where a dispute arises concerning a reasonable instruction, the task will be carried out while the dispute is been processed through the Grievance Procedure (please refer to page 9).
- Acknowledgement that all companies property and equipment must be treated with care and maintained in good order.

It is in everybody's interest to ensure that employee's rights are not breached and the formal Grievance Procedure has been established for this purpose.

5. CONFIDENTIALITY

In the course of your work you may have cause to use or have access to confidential material relating to the client's business. At all times, the following material must be treated as confidential (meaning that you must not divulge, use or breach this information to a third party):

- All information
- Data, specifications
- Drawings
- All other documents relating to the Client's business and/or its trading activities.

6. PROBATIONARY PERIOD

Any employee considered unsuitable may at the absolute of Management be dismissed during the period of probation in accordance with the Minimum Notice and Terms of Employment Act 1973.

Please note that IRE Recruitment Services will do their utmost to keep you in employment however the duration of your employment is at the discretion of the Client (i.e. the company you will be working in).

Please note that you cannot work on a permanent basis with the client unless it is approved by IRE i.e. IRE need to agree T&C's with the client in advance of this employment transfer.

7. MEDICAL EXAMINATIONS

At commencement of employment, employees may be required to successfully undergo a medical examination. The company may also require medical examinations throughout the period of employment. Failure to comply with this may lead to disciplinary action and possible dismissal.

Employees are required to inform the company immediately should they or a member of their family contract any infectious diseases that might be transmitted to or affect other employees in any way.

8. EDUCATION AND TRAINING

At IRE Recruitment Services we believe that the success or failure of our company depends to a very great extent on the competence of our employees. Therefore, we try to encourage and ensure, through education and training, that the skills of our employees are developed and maintained at the highest possible level.

Education and assessment of training needs and the provision of programmes to satisfy these needs is an on-going process and employees are encouraged to look for development opportunities which will improve your contribution to achieving the Client's objectives.

9. PERSONNEL RECORDS

All 'Personnel Detail Forms' must be returned to IRE Recruitment Services where confidential files will be maintained for each employee. It is the employee's responsibility to ensure that any changes to their details are reported to IRE Recruitment Services immediately.

Personnel records shall remain the property of IRE Recruitment Services during and after employment and at no time will files be disclosed to outside bodies without the prior permission of the employee.

10. QUALITY

IRE Recruitment Services ensures that quality is the concern of everybody in the organisation and it is our joint responsibility to ensure that our Client requirements are clearly defined, understood and met.

We encourage communication with Clients to ensure the quality is always right the first time and expect that our employee's will implement and maintain a quality work practice while working for the Client.

11. TEAMWORK

It is essential for the continued success of our company and the future security of our jobs that all employees, management and all personnel act and work together as one team. We place great emphasis on the development of a team spirit and teamwork within our company and also the Client.

PROCEDURES

19. GRIEVANCE PROCEDURE

At IRE Recruitment Services we place high value on good Human Relations and we stress the importance of every endeavour being made to resolve problems on a person to person basis.

IRE Recruitment Services recognize that human nature being what it is that there will be occasions when an employee will feel he/she is in need of a formal method of having what they believe to be a legitimate grievance resolved.

It is the company's intention to settle amicably at all times any disagreements between itself, the Client, individual employees, a group of employees or between employees themselves.

In the event of a dispute or grievance between the Client and the employees on any matter, the following procedure will apply:

1. If and when a dispute arises it should be discussed in the first instance by the employee or employees and the Consultant of IRE Recruitment Services.
2. IRE Recruitment Services will then try and rectify the issue with both parties involved.
3. If the grievance is still not resolved both parties involved may call on the assistance of the Director(s) of IRE Recruitment Services.
4. If it has not been possible to resolve the matter at a company level, the aggrieved party or parties may refer the matter to the Labour Relations Commission.

Once referred to the Labour Relations Commission, both parties must agree to provide the Commission with whatever information they request. In the event of one party refusing to co-operate with the arbitrator (for whatever reason), the other party shall be entitled to give two weeks notice in writing that they intend to take industrial or disciplinary action.

In the event of an employee:

- a) refusing to operate according to the above procedure AND/OR
- b) refusing to accept the final decision of the agreed arbitrator

and as a result of such decision, taking any form of industrial action (be it strike, go slow, work to rule or otherwise against the client), then the client shall have the right to terminate that employee(s) immediately for breach of contract without recourse to any further arbitration on the matter.

18. LEAVE REQUIREMENTS & ENTITLEMENTS

Absenteeism can pose serious constraints to the operation of an effective company. Therefore, every effort can be made by all concerned to minimise the levels of absenteeism in the company.

18.1 - NOTIFIED ABSENCE

When an employee is absent from work due to illness he/she should contact IRE Recruitment Services and their Manager or Supervisor as soon as it becomes apparent that the absence is unavoidable. In any event, this must occur no later than 2 hours prior to the commencement of your shift.

- Any employee who is absent for more than two days due to illness must present a Doctors certificate to the Client and forward on to IRE Recruitment Services on the day of absence.
- For absences in excess of five days IRE Recruitment Services and the Client must be contacted and a medical certificate supplied on weekly basis. Where the medical situation warrants, the employee and the company may agree for medical certificate to be supplied other than on a weekly basis.
- It should be noted that it is not company policy to pay employees who are absent from work due to illness.

18.2 - RETURN TO WORK

A medical certificate of fitness from a doctor must be produced before returning to work following an injury or an illness. Failure to supply the above requirements may lead to disciplinary action up to and including dismissal. In cases where an employee is frequently absent for a prolonged period, the employee may be requested to attend a full medical examination by the company of two doctors appointed by the company.

18.3 - COMPASSIONATE LEAVE

There is no legal entitlement to compassion leave. However, compassionate Leave may be granted at the discretion of IRE Recruitment Services in accordance with the Client (place of work) policies/procedures.

18.4 - JURY DUTY

IRE Recruitment Services must be notified of a call for Jury Duty as soon as the employee has received notification of same. If an employee is not called for duty in the morning he/she must return to work without delay. In addition, the company requires proof of attendance.

18.5 - UNAUTHORISED ABSENCE

Unauthorised absences are all absences from work, which are not certified by a doctor or for which prior permission has not been given. Absences other than holidays and authorised Leave shall be deemed to be Unauthorised Leave and will not be tolerated by the company.

- Unexcused absences of one day or more will render the employee liable to disciplinary action up to and dismissal for persistent offences.
- An employee who does not turn up for work and does not notify IRE Recruitment Services or the Client by telephone or other means within three days is regarded as having terminated their employment.

Unauthorised Leave places a severe burden on your colleagues and management and is therefore not acceptable to the company.

12. CONDITIONS OF EMPLOYMENT

It is a condition of employment that all employees shall observe the guidelines listed in the following sections. Should you require further information or clarification, please do not hesitate to contact your IRE Recruitment Services Consultant.

13. GENERAL BEHAVIOUR

- If you are **absent** from work you should notify your Supervisor/Manager and also IRE Recruitment Services **minimum 2 hours in advance** of the beginning of your shift and give your reason.
- It is a condition of employment that employees follow all instructions given by the Supervisor or Manager.
- If an employee has difficulty with any instructions given he/ she must carry out instructions but may invoke the Grievance Procedures.
- Smoking is permitted only in designated areas.
- Personal telephone calls are not allowed (except in an emergency).
- Personal portable devices (i.e. Personal Walkman radios, iPods, mobile phones etc.) are not permitted to be used during hours of work. Neither IRE Recruitment Services nor the Client accepts any responsibility for the loss or damage of personal property brought into the workplace by temporary employees.

14. SAFETY AND HYGIENE

IRE Recruitment Services cannot emphasize strongly enough the importance which we place on Safety, Health and Hygiene. We insist that all Health & Safety procedures are in accordance with the Health, Safety and Welfare at Work Act 2005 and that you also adhere to the Health & Safety guidelines outlined in the Client introduction.

- Housekeeping is a primary method of ensuring Safety and Hygiene. Therefore, it is every employee's priority to attend to the housekeeping of his/her own workstation in the first instance and in general to attend to the housekeeping of the company's premises and surrounding area.
 - Employees are required as a condition of employment to wear or use any safety devices deemed necessary when provided by IRE Recruitment Services (i.e. ESD jackets, safety boots, uniforms etc.). Each individual must also maintain an acceptable level of personnel hygiene.
 - Incidents or accidents (no matter how small they appear at the time) must be reported to your Manager or Supervisor and documented in accordance to the Safety in Industry Act 1980/1989. The reporting of such incidents also allows them to be investigated with a view to eliminating possible future accidents.
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15. SECURITY MEASURES

It is important to maintain a high level of security within the Client premises. You should report to your supervisor or manager any suspicious person or occurrences which come to your notice.

- It is condition of employment that any employee may at any time be searched by a recognized security officer employed or retained by the Client or other person. Any employee found in authorized possession of articles belonging to the Client or another employee is liable to dismissal and may also be prosecuted. An employee is entitled to have a witness of his/her choice in attendance during any search. All searches will be on a random basis.
- A requested search does not imply that an employee is under suspicion of any wrong doing and does not imply guilt on any individual. This is a security measure to ensure the protection of all.
- The Client takes every reasonable precaution to protect employee's property but does not accept any responsibility for loss or damage.

16. HOURS OF WORK

16.1 - PUNCTUALITY

All employees are expected to observe starting and finishing times punctually. You should be at your workstation in advance of starting time ready to commence your work and break times should be strictly adhered to. If poor timekeeping occurs on a regular basis this will be dealt with through the disciplinary procedures.

16.2 - WORKING HOURS

Please refer to the 'Terms of Employment' for your working hours.

16.3 - OVERTIME

Overtime rates will be decided in accordance with the Client and any overtime hours worked must be authorized by your Manager or Supervisor. Please note that employees must have worked their basic hours before any overtime is paid.

16.4 - SHIFTWORK

Depending on the nature of the business or position held, it may be necessary to work shift patterns. It is a condition of employment that all employees make themselves available to work shifts as and when required (the patterns may include Two Cycle, Three Cycle, Four Cycle and/or any other permutation of shift operation including evening shift or weekend shifts).



17. PAYMENT OF WAGES

17.1 - RATES OF PAY

The employee's rate of pay will be indicated in the Contract of Employment. This information should be treated in a highly confidential manner and not misused or disclosed in a disruptive manner.

17.2 - PUBLIC HOLIDAYS

Employees are entitled to the Republic of Ireland statutory public holidays.

17.3 - HOLIDAY PAY

Holiday entitlement will accrue in accordance with the Holiday (Employees) Act 1977. There will be an entitlement of a total of 1.67 days (based on an 8hr day) per month paid leave for eligible employees.

- If you require holidays or time-off, a 'Time Off Request Form' needs to be authorized by your Supervisor or Manager and forwarded onto IRE Recruitment Services.
- Holidays will not be carried from one working tax year to the next. Please note that it may be difficult to have authorized holidays during busy times of the year (i.e. End of quarter- March, June, September or December).

17.4 - TIMESHEETS

Employees are required to have all timesheets signed by their Manager or Supervisor and sent to IRE Recruitment Services by **10am each Monday** (otherwise payment will not occur).

Employees who leave their workplace during the working day on personnel business are required to notify their supervisor and also to clock-out.

Falsification of these records in any way is considered an act of gross misconduct and can result in dismissal.

17.5 - METHOD OF PAYMENT

Wages will be paid by credit transfer into your bank account a week in arrears on the Friday. Wage slips will then be posted to your address..

Please note if an error occurs in an employee's wages (i.e. overpayment) this payment(s) can be clawed back.

17.6 - PENSIONS AND PENSION SCHEMES

If you wish to start contributing to a pension scheme please contact your recruitment consultant and we will guide you to the appropriate financial organisation to organize some.