



## Contract of employment

### The parties to this contract of employment are:

**Employer:** Kildare and Wicklow ETB  
**Address:** Level 5, Aras Chill Dara,  
Devoy Park,  
Naas,  
Co.Kildare

**Employee:**  
**Address:**

This statement sets out the terms and conditions of your employment which constitute your contract of employment with Kildare and Wicklow ETB (KWETB).

### Position

You will be employed as a part time Cleaner for 14.5 hours per week for 45 weeks per year at Blessington Community College, Blessington, Co. Wicklow reporting to the Principal or designated supervisor. You will be required to be flexible and to undertake such other work as may be assigned to you from time to time.

### Duties and responsibilities

- The Principal will require that the school be cleaned internally to a standard suitable for occupation (teachers/staff/students).
- sweeping, hoovering and dusting on a daily basis
- washing and cleaning of glass, furniture and floors when required under the direction of the Principal/Deputy Principal/Caretaker/Supervisor.
- All toilets to be cleaned, washed and disinfected on a daily basis
- Cleaning staff are also required to report any health hazard or damage to school property or equipment in need of repair to the caretaker.
- Cleaning staff are required to ensure that windows and classroom doors are locked following the cleaning of each classroom.
- 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 Principal, Kildare and Wicklow ETB or other responsible officer.

A cleaning schedule may be operated from time to time as needed

**Probation**

There is a probationary period of six months.

**Contract**

Your employment with KWETB will commence on \_\_\_\_\_ and is offered on a fixed term basis for a period of one year. As this is a fixed term contract of employment the provisions of the Unfair Dismissals Acts 1977-2007 will not apply to the termination of this contract where such termination is by reason only of the expiry of this fixed term.

**Place of work**

Your normal place of work is Blessington Community College, Blessington, Co. Wicklow. . You may be required, from time to time, to work at KWETB's other places of business as KWETB requires.

You will be given as much notice of any change of place of work as is reasonably practicable.

**Hours of work and timekeeping**

Your normal hours of work will be 14.5 hours per week, Monday to Friday.

However, from time to time KWETB may require you to be more flexible to meet the needs of the business. This will be done in accordance with the Organisation of Working Time Act 1997.

KWETB places great importance on punctuality. Employees should be at their place of work, ready to commence work at their required starting time. KWETB will use appropriate means to record timekeeping and attendance. A poor record of timekeeping may lead to disciplinary action, up to and including dismissal.

A flexi time scheme is in operation which new employees can access after 3 months employment. In the meantime the system will be used for time management purposes.

**Rest breaks**

Your rest arrangements will be given in line with the Organisation of Working Time Act 1997 and will be as follows: If working more than 4.5 hours in the day, a 15 minute paid break is due in the morning, At least 30 minutes, unpaid, must be taken for a lunch break

Where you do not get an opportunity to take your break(s), please inform the Principal or other designated supervisor in writing within 7 days and an alternative break period will be assigned.

**Remuneration**

You will be paid on a fortnightly basis, in arrears, to your designated bank account. Salary is €9,526.50 , €365.14 per fortnight. In the event of an underpayment of salary, KWETB will reimburse you at the correct rate and pay any arrears that may have accrued. In the event of an overpayment, the overpayment will be recouped by KWETB following due notification of same to you.

**Annual leave**

KWETB's leave year runs from January to December. Your annual leave entitlement is 19 days per annum, equivalent to 55.21 hours, and pro rata for less than 12 months employment. You are required to take time off at times convenient to the business. Requests for time off should be made to the Principal or other designated supervisor and should not be taken, nor arrangements made, until permission has been obtained. The final decision in allocating time off rests with management.

**Public holidays**

Employees are entitled to benefit from nine public holidays. Public holiday entitlements will be granted in accordance with the provisions of the Organisation of Working Time Act 1997. Payment in lieu of public holidays will be paid with your normal pay.

## **Pension**

You are entitled to access the Public Service Single Pension Scheme, deductions are ongoing from salary. Please refer to attached booklet for further details.

## **Retirement**

Minimum pension age for most members of the Public Service Single Pension Scheme is linked to the State Pension age, however, compulsory retirement age of 70 applies for most members.

## **Absence from work**

In the event of absence from work you are required to contact the Principal or designated supervisor, before normal starting time on the first day of absence, . A medical certificate must be submitted to KWETB via your Principal or designated supervisor by the end of day 3 of absence and weekly thereafter. A poor record of attendance may lead to disciplinary action up to, and including, dismissal.

At all times KWETB reserves the right to refer an employee to our Occupational Health Service for an independent medical assessment.

KWETB will not make any payment for any day of illness or unauthorised absence from work that you do not attend for work, save for certified sick leave. You may be entitled to claim social welfare benefit from the Department of Social Protection.

## **Lay off and short-time**

KWETB 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. No payment will be made for any period of layoff. Payment will only be made for hours actually worked during any period of short time.

## **Confidentiality and standards**

Every effort is taken by Kildare and Wicklow ETB to ensure that clients' affairs are treated with absolute confidentiality and you should note the following provisions in particular: -

You will be expected to keep all information concerning KWETB, its clients, third parties, and any other connected organisation with whom you are involved as an employee of KWETB, absolutely confidential. Any deliberate breach of confidence will be regarded as a matter justifying summary dismissal. This requirement for confidentiality extends beyond your period of employment.

You will deliver to KWETB, on termination of your employment, or at any time it may so request, all documents, notes, records, manuals, programmes or any other materials or property belonging to KWETB or relating to clients and/or third parties, which you may then possess or have under your control. You may not, without KWETB consent, keep copies of same.

You may not remove from KWETB premises at any time, without proper advance authorisation, any document or other property which belongs to KWETB or contains or refers to any confidential information relating to KWETB, its clients or third parties. You will return to KWETB, prior to termination of your employment, any documents or other KWETB property that subsequently comes into your possession or procurement in the future.

You will be expected to devote your entire working time and attention to KWETB affairs and therefore you may not, without the prior written consent of the Kildare and Wicklow ETB be involved in any outside business or enterprise.

## **Health and safety**

KWETB attaches the highest regard to the safety health and welfare of its employees. KWETB policy in this regard is set out in the organisation's Safety Statement, which includes specific employee duties under the Safety Health and Welfare at Work Act 2005 and related legislation. Employees are expected to familiarise themselves with this policy and observe

the provisions set out in the Safety Statement, including their specific obligations concerning their own safety, health and welfare and that of their fellow employees.

## **Policies**

This statement sets out the terms and conditions of your employment, which together with any relevant document and/or collective agreement, constitute your contract of employment with KWETB.

Employees are required to familiarise themselves and observe KWETB policies and procedures as they also form part of your contract of employment.

## **Grievance procedure**

From time to time, grievances caused by misunderstanding, disagreement or general dissatisfaction may occur among staff or between KWETB and its employees. Full recognition is given to the significance of personal grievances and it is our policy at Kildare and Wicklow ETB that all grievances will be dealt without undue delay and resolved at the earliest possible stage through the agreed Grievance Procedure for Staff employed in ETBs, see attached.

## **Discipline**

KWETB looks forward to a productive employment relationship and will support you in the performance of your role. However KWETB retains the right to discipline you, up to and including dismissal, following due procedure, on grounds of:

- capability
- competence
- qualifications
- conduct
- legal reasons
- redundancy
- some other substantial reason

Certain breaches of KWETB rules and of established custom and practice may also render you liable to dismissal.

All dismissals will be carried out in accordance with the provisions KWETB disciplinary procedure contained in the nationally agreed Disciplinary Procedure for staff employed by ETBs, see attached.

## **Notice of termination**

Subject to the probationary clause above, in the event of the termination of your employment you will be entitled to receive 1 months notice in writing. Likewise, where you intend to resign from your employment, you will be required to give the HR Department of KWETB 1 months notice in writing. KWETB may, at its discretion, pay you in lieu of notice. Nothing in this contract shall prevent the giving of a lesser period of notice by either party where it is mutually agreed. In the event of the termination of your employment by reason of gross misconduct on your part, you will not be entitled to receive notice in accordance with this clause.

## **Changes to conditions of employment**

KWETB reserves the right to make reasonable changes to your terms and conditions of employment. Any such changes will be notified to you before the date of the proposed change.

**Acceptance**

Please confirm your acceptance by signing below and returning to us by return.

**EMPLOYEE SIGNATURE**

Signed \_\_\_\_\_

Name (Caps) \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Sean Ashe

On behalf of Kildare and Wicklow ETB

Date \_\_\_\_\_