CHECKLIST FOR THE CONTRACT OF EMPLOYMENT OF CLEANER-FIXED TERM

The prompts in the document are highlighted in red ink. It is important to ensure that the prompts are deleted and the relevant information inserted.

As the document is a template it will have to be adapted to meet the school’s own requirements. It is envisaged that the template contract will be used where new temporary employees are being appointed.

It is important to refer to the Guidance Note regarding General Employment Issues which is on the CPSMA website.

Fixed-term employee is the generic expression used to describe employees employed on a temporary basis for a fixed duration/period of time, a specified purpose or to complete a specific task. There are two template contracts available on the CPSMA website regarding the employment of a temporary cleaner:

(a) a contract for fixed term school cleaner

(b) a contract for a specified purpose school cleaner

It is important to ensure that the correct contract is used. The “contract of employment of school cleaner-fixed term” template should be used when you are certain of the duration of the contract i.e. the permanent cleaner is out for a definite period of time. As cleaners do not have the benefit of e.g. a career break/job sharing scheme it would be unusual to have a temporary cleaner on a fixed-term contract. Such circumstances might arise if for example the Board of Management allowed a cleaner leave of absence for a certain period in exceptional circumstances. Where on the other hand it is not certain when the permanent cleaner will return to work e.g. the permanent cleaner is on maternity leave, sick leave, carer's leave etc. the “contract of employment of school cleaner-specified purpose” template should be used. It is much more usual to have a specified purpose contract rather than a contract for a fixed term when a temporary cleaner is being employed to replace a permanent cleaner.

The document entitled “General Information regarding Fixed Term Contracts/Specified Purpose Contracts-CPSMA Guidance Note” regarding the renewal of temporary teachers’ contracts is on CPSMA’s website at www.cpsma.ie. It is strongly recommended that this document is consulted before deciding which of the two template contracts to use when employing an employee on a temporary basis. Even though these guidelines specifically relate to temporary teachers, the general principles apply to all staff.

HAVE YOU:-

1. Inserted the date and year?

2. Inserted the name, address and roll number of the school?

3. Inserted the name and address of the employee?

4. Indicated whether the post is full time or part time and deleted whichever of these is not applicable. See clause 1.01.
5. Ensured that the job description is attached. The template job description should be tailored to the school’s own requirements. See clause 1.02

6. Inserted the commencement date? See clause 2.01

7. Inserted the date upon which the fixed term will expire? See clause 2.01

8. Deleted as appropriate the reference to either “this fixed term contract” or “this further fixed term contract”? See clause 2.03

9. Inserted the objective grounds for the contract being a fixed term contract. The reason for the employment of a fixed-term cleaner must be inserted. It must be clear as to why exactly a fixed-term contract is being entered into instead of a permanent contract. An example of objective grounds is included in the template. You must ensure that the example which is provided in the template is deleted if it is not appropriate and insert the correct objective grounds. See clause 2.03.

10. Inserted the manner in which the employer will notify fixed term cleaners of vacancies for permanent cleaning posts? See clause 2.05.

11. Inserted the number of months with regard to probation which should not exceed 11 months and which should be less than the duration of the fixed term contract? See clause 3.01

12. Inserted the number of hours work per week, the hours of work on a daily basis and the days per week? See clause 5.01

13. Inserted details of the employee’s salary per annum / per month / per week as appropriate as well as inserting the intervals at which it is paid i.e. weekly/fortnightly/monthly in addition to inserting the method of payment e.g. bank transfer? See clause 6.01

14. Inserted whether overtime is/is not payable? See clause 6.02

15. If overtime is payable inserted the rate and the clause regarding when it is payable? See clause 6.02

16. Decided whether to insert the optional clause regarding reimbursing vouched expenses? See clause 6.04

17. Inserted the name of the PRSA provider or alternatively if the school operates a pension scheme inserted details of the pension scheme? See the alternate clauses 7.01

18. Inserted details of any other benefits if any? If there are no other benefits this clause should be deleted. See clause 7.02

19. Inserted the number of days of annual leave where the annual leave exceeds the employee’s entitlements under the Organisation of Working Time Act 1997? See clause 9.02
20. Inserted the number of days of annual leave to be taken during July and August? See clause 9.02

21. Inserted the minimum number of days of annual leave that the employee must take at the same time during July and August? See clause 9.02.

22. Inserted the maximum number of days of annual leave that can be taken at one time. See clause 9.02

23. Deleted the reference to privilege days if none are provided? See clause 9.02

24. Inserted or deleted the clause regarding Good Friday which is an optional clause? Good Friday is not a public holiday. If it is decided that it is not to be a paid day off the clause should be deleted. It should also be deleted if the duration of the fixed term contract does not extend to Good Friday. See clause 9.06

25. Inserted or deleted the clause regarding two privilege days. This clause is optional. See clause 9.07.

26. Inserted the clause regarding entitlement to participate in the sick leave scheme subject to satisfactory completion of the probationary period, (there are four insertions in this paragraph), or alternatively inserted the clause that the school does not operate a sick pay scheme? See the alternate clauses 10.03

27. Deleted clause 10.04 if a sick pay scheme is not operated.

28. Inserted a clause regarding summer/other layoffs if this is applicable? See clause 19.01.

29. Inserted the number of week’s notice that the employee must give. See clause 23.01

30. Deleted the direction in red ink that the contract should be signed in duplicate etc.

31. Deleted the direction in the appendix in red ink that the duties in the template job description are merely to give guidance to schools etc.

32. Ensured that the Chairperson and the Employee both sign the contract in duplicate.

33. Ensured that one copy of the signed contract has been retained by the school and one copy furnished to the employee.

34. If legal issues arise regarding employment it is advisable for the School to contact its insurers in order to report the matter and in order to ascertain if there is authorization to obtain legal advice.

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