

PLEASE REFER TO THE ACCOMPANYING CHECKLIST TO ASSIST WITH THE COMPLETION OF THIS CONTRACT AS WELL AS THE GUIDANCE NOTE REGARDING GENERAL EMPLOYMENT ISSUES

CONTRACT OF EMPLOYMENT OF SCHOOL CLEANER

THIS AGREEMENT is made on the day of **[INSERT DATE]** 20
[INSERT YEAR]

BETWEEN

THE BOARD OF MANAGEMENT OF [INSERT NAME OF SCHOOL] of [INSERT ADDRESS OF SCHOOL AND ROLL NO.] (the "Employer")

AND

[INSERT NAME OF EMPLOYEE] of [INSERT ADDRESS OF EMPLOYEE] (the "Employee")

IT IS HEREBY AGREED AS FOLLOWS:-

1.00 POSITION AND DUTIES

1.01 The Employee will be employed as a **(FULL TIME/PART TIME (DELETE AS APPROPRIATE))** cleaner. The Employee's employment with the Employer will commence on **(INSERT DATE)**

1.02. The Employee will report to the School Principal or to a person delegated by the School Principal /Board of Management as appropriate. The Employee's duties will include those specified in the job description attached hereto. **[ENSURE JOB DESCRIPTION IS ATTACHED-SEE APPENDIX]** The specified duties are not an exhaustive or exclusive list of the Employee's duties. The Employer reserves the right at its sole discretion to vary, amend or add to the duties as required. The Employee must be prepared to undertake such other work as may be assigned by the Employer from time to time. Such work may be outside the area of the Employee's normal duties. The Employee will perform his/her duties and responsibilities in accordance with law, the policies of the Employer/School, the Rules for National Schools and Department of Education and Skills Circulars and guidelines. The Employee acknowledges that s/he has been informed that the School has a Catholic ethos and that it is the duty of the Employee to uphold, and be accountable to the Employer for so upholding, the Catholic ethos of the School, as determined by the Patron of the School.

1.03. The Employee further agrees to undergo any training as may be required from time to time by the Employer.

2.00. PROBATION

2.01. The Employee's employment shall be subject to a probationary period of **(INSERT THE NUMBER OF MONTHS WHICH SHOULD NOT EXCEED 11 MONTHS)** The Employer reserves the right to extend this probationary period at its sole discretion subject to a maximum period of eleven months. **IF THE PROBATIONARY PERIOD IS FOR 11 MONTHS THERE IS NO NEED TO RESERVE THE RIGHT TO EXTEND THE PERIOD TO 11 MONTHS)** The Employee's employment may be terminated either during this period (or any extension of it) or on the expiry thereof at the discretion of the Employer by giving to the Employee one week's notice in writing.

3.00. PLACE OF WORK

3.01. The normal place of work will ordinarily be the School. The Employee may be required from time to time to work and/or travel outside of the normal place of work. In such circumstances, the Employer will endeavour to give the Employee as much notice as is reasonably possible. However, there may be occasions when it is not possible to give the Employee such notice.

3.02. The Employee will be given the use of a storage space for the storing of work equipment and materials and a copy of the key to this space will also be held by the School Principal.

4.00. HOURS OF WORK

4.01. The Employee will work **[INSERT NUMBER OF HOURS]** per week. The Employee's hours of work shall be from [] a.m. to [] p.m. on **[INSERT THE HOURS OF WORK AND DAYS]**

4.02. The Employee is entitled to unpaid rest breaks which are in accordance with the Organisation of Working Time Act 1997.

4.03. In accordance with the Organisation of Working Time Act 1997, the Employee will be entitled to a daily rest break of at least 11 hours in every 24 hour period and a weekly rest period of at least 24 hours in each consecutive period of seven days or two rest periods of 24 hours in each fortnight preceded by a daily rest break. The Employee will also be entitled to an unpaid rest break at work of 15 minutes after having worked 4 hours and 30 minutes and 30 minutes after having worked 6 hours (which may include the earlier 15 minute break) as provided for at clause 4.02. If for any reason the Employee is unable to avail of any of these rest periods, s/he may notify the School Principal in writing of this fact and the reason for the failure to avail of such rest period within one week. Upon receipt of such notification, the Employer will arrange for the Employee to take such rest period at the earliest practical opportunity.

4.04. The rostering of the hours of work may be changed at the discretion of the Employer. The Employee may be required to work overtime as the needs of the Employer may require from time to time. The Employee may also be required to work on public holidays or at weekends from time to time.

4.05. The Employee hereby agrees to fully co-operate in assisting the Employer to maintain accurate records of his/her working hours for the purposes of the Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001. It will be necessary for the Employee to sign an attendance sheet when arriving at and leaving work. The Employer must be notified of all external work. Any external work engaged in must not be such as to interfere with the fulfilling of the Employee's duties and responsibilities to the Employer. The contract may be terminated in the event that the Employee's work, when

calculated in the aggregate, exceeds the limits provided by the Organisation of Working Time Act

5.00. REMUNERATION

- 5.01.** The Employee's salary shall be €[**INSERT FIGURE**] gross **[PER ANNUM/PER MONTH/PER WEEK/PER HOUR-DELETE AS APPROPRIATE]** paid by the Employer **[WEEKLY/FORTNIGHTLY/MONTHLY-DELETE AS APPROPRIATE] [IN ARREARS]** subject to the deduction of all necessary payroll deductions. The Employee's salary will be paid by **[INSERT METHOD OF PAYMENT E.G. CHEQUE/BANK TRANSFER]**.
- 5.02.** **Overtime is/is not payable [DELETE AS APPROPRIATE]. IF OVERTIME IS PAYABLE THE RATE SHOULD BE SET OUT AND IT SHOULD BE STATED "PAYMENT FOR OVERTIME WILL ONLY APPLY TO WORK CONDUCTED OUTSIDE OF THE EMPLOYEE'S HOURS OF WORK WITH THE EXPLICIT AUTHORISATION OF THE EMPLOYER. THE EMPLOYEE MAY RECEIVE TIME OFF IN LIEU OF PAYMENT FOR OVERTIME. THIS WILL BE AT THE SOLE DISCRETION OF THE EMPLOYER"**
- 5.03.** The Employee acknowledges and agrees that the Employer has the right to deduct from the Employee's pay, any sums which the Employee may owe to the Employer, including without limitation, any overpayments or loans made to the Employee by the Employer or losses suffered by the Employer as a result of the Employee's negligence or breach of the Employer's/School's rules.
- 5.04.** **THIS CLAUSE IS OPTIONAL AND DOES NOT HAVE TO BE INCLUDED-**The Employer shall reimburse the Employee for all proper reasonable vouched expenses incurred by him/her in carrying out any business on behalf of the Employer. The Employee shall comply with such rules as may from time to time be stipulated by the Employer regarding the approval of and vouching of such expenses.

6.00. BENEFITS

- 6.01.** The Employer does not operate a pension scheme. However, the Employer has nominated **[INSERT NAME OF PRSA PROVIDER]** to provide Personal Retirement Savings Accounts to employees. While the Employer is prepared to facilitate deductions from the Employee's salary and the payment thereof to **[INSERT NAME OF PRSA PROVIDER]**, the Employer will not be making contributions.

OR

- 6.01. INSERT DETAILS OF PENSION SCHEME**

- 6.02. [INSERT DETAILS OF ANY OTHER BENEFITS IF ANY. IF THERE ARE NO OTHER BENEFITS THIS CLAUSE SHOULD BE DELETED.]**

7.00. EXCLUSIVITY OF SERVICE

- 7.01.** Save as may be otherwise authorised by the Employer in writing, during the continuance of this Agreement, the Employee shall devote his/her whole time, attention and personal skill to the Employee's duties.

8.00. HOLIDAYS

- 8.01.** The Employer's annual leave year runs from the start of the relevant school year to the end of it. This will normally be from the beginning of September to the end of August.
- 8.02.** The Employee shall be entitled to annual leave in accordance with the Organisation of Working Time Act 1997 **[OR INSERT NUMBER OF DAYS. PLEASE NOTE THAT THE NUMBER OF DAYS CANNOT BE LESS THAN THE NUMBER OF DAYS AN EMPLOYEE IS ENTITLED TO RECEIVE UNDER THE ORGANISATION OF WORKING TIME ACT].** Annual leave must be taken during normal school holiday times. The Employer reserves the right to require the Employee to take annual leave on specified days. The final decision in respect of allocating leave rests with the Employer. The Employee will be required to take at least **[INSERT NUMBER OF DAYS]** days of annual leave entitlement in July and August annually during the school holidays and the Employee will be required to take at least **[INSERT NUMBER OF DAYS]** days of annual leave entitlement at the same time during this period. Not more than **INSERT NUMBER** days of annual leave can be taken together at any one time. The Employee will be required to give at least 4 week's notice of the date of summer holidays and at least one week's notice for other annual leave/privilege days. **DELETE THE REFERENCE TO PRIVILEGE DAYS IF NONE ARE PROVIDED**
- 8.03.** The Employee's annual leave entitlement should be taken in the relevant school year and the carrying forward of un-utilised holidays to the following year is only permitted in exceptional circumstances and with the agreement of both the Employer and the Employee.
- 8.04.** If the Employee's employment commences or is terminated during the annual leave year, the Employee's entitlement to annual leave during that year will be assessed on a pro rata basis. If, in the event of the termination of the Employee's employment, the Employee has exceeded his/her entitlement for that year, the excess will be deducted from any sums due to the Employee by the Employer.
- 8.05.** The Employee will be entitled to the benefit of statutory public holidays in accordance with the Organisation of Working Time Act, 1997.
- 8.06.** The Employee will also be entitled to a paid day off on Good Friday. **THIS CLAUSE IS OPTIONAL AS IT IS FOR THE EMPLOYER TO DECIDE WHETHER GOOD FRIDAY IS A PAID DAY OFF AS GOOD FRIDAY IS NOT A PUBLIC HOLIDAY. IF IT IS DECIDED THAT IT IS NOT A PAID DAY OFF THE CLAUSE SHOULD BE DELETED.**
- 8.07.** In addition to public holidays and Good Friday, but not including Church Holydays, two privilege days, one at Christmas and one at Easter are allowed. **THIS CLAUSE IS OPTIONAL AND DOES NOT HAVE TO BE INCLUDED. REMEMBER IF GOOD FRIDAY IS NOT A PAID DAY OFF THAT REFERENCE TO IT SHOULD BE DELETED IN THIS CLAUSE. IF NO PRIVILEGE DAYS ARE ALLOWED THE CLAUSE IN ITS ENTIRETY SHOULD BE DELETED.**

9.00. ABSENCE AND SICK PAY

- 9.01.** If the Employee is absent from work for any reason the School Principal should be informed within thirty minutes of the Employee's start time, on the first day of absence and each day thereafter. Where absence is due to illness, a certificate from a qualified medical practitioner, stating the medical reason for the Employee's absence must be submitted after three days of continuous absence

and on a weekly basis thereafter. Where sick absence extends from Friday to Monday inclusive, a medical certificate must be furnished.

9.02. In the event of absence due to illness, the Employer may require the Employee to be examined by a medical practitioner or specialist nominated by the Employer and the Employee hereby authorises such medical practitioner or specialist to disclose the results of his/her examinations to the Employer and the Employer will be entitled to rely on the opinion of the independent doctor in determining whether the Employee is able to perform his/her duties.

9.03. Subject to satisfactory completion of the Employee's probationary period or any extension thereof, the Employee will be entitled to participate in the Employer's sick leave scheme subject to the rules of such scheme as may be amended from time to time. No sick pay will be allowed during the first [INSERT NUMBER] month's service. The scheme currently in place provides that sick pay (less appropriate deductions in respect of social welfare payments) after [INSERT NUMBER] month's continuous service, up to a maximum limit of [INSERT NUMBER] weeks in any period of (INSERT NUMBER) month's service may be allowed provided the absence is properly certified and there is no evidence of permanent disability for service. When sick pay has once reached the maximum limit, it cannot be resumed during the same absence. Unpaid sick leave does not count as service qualifying for further paid sick leave.

OR

9.03. The Employer does not operate a sick pay scheme. If the Employee is absent from work due to illness, s/he should contact the Department of Social and Family Affairs to ascertain his/her entitlements].

9.04. If the Employee's incapacity is occasioned by the actionable negligence of a third party in respect of which damages may be recoverable, the Employee shall notify the Employer of the fact and of any claim, compromise, settlement or judgment made or awarded in connection therewith and shall provide the Employer with all details regarding same as the Employer may reasonably require. In such circumstances, all remuneration paid to the Employee by the Employer under its sick pay scheme, or payments made by the Employer to any third party including payments in respect of pension contribution, income, or other, tax and pay related social insurance contributions in respect of the Employee's remuneration, to the extent that compensation is recoverable from that third party, constitute loans by the Employer to the Employee and shall be repaid when and to the extent that the Employee recovers compensation for loss of earnings from that third party, whether by claim, compromise, settlement or judgment. **THIS CLAUSE SHOULD BE DELETED IF A SICK PAY SCHEME IS NOT OPERATED.**

10.00. RETIREMENT

10.01. This Agreement will automatically terminate without any right to notice or compensation when the Employee attains the normal retirement age of sixty five (65) years of age.

11.00. POLICIES AND PROCEDURES

11.01. Copies of the Employer's/School's relevant policies and procedures will be provided to the Employee under separate cover. For the avoidance of doubt,

these documents are not contractual and may be amended and/or replaced from time to time at the discretion of the Employer. In addition, the Employer's Disciplinary Procedure shall not apply to the Employee during his/her probationary period including any extension thereof.

12.00. HEALTH AND SAFETY

- 12.01.** The Employer will take all reasonably practicable steps to ensure the Employee's health, safety and welfare while at work. In addition, the Employee undertakes to take reasonable care for his/her own safety and health and that of any of his/her fellow employees and any other persons who may be affected by the Employee's acts or omissions while at work.
- 12.02.** The Employee hereby agrees to co-operate fully with the Employer, all of his/her fellow employees and any other persons to such extent as will enable the Employer, its employees, servants, agents and all other relevant persons to comply with any provisions of the Safety, Health and Welfare at Work Act 2005. The Employee is required to adhere to hygiene and/or product safety instructions issued by the Employer and to wear hygienic or protective clothing as directed by the Employer or the School Principal.
- 12.03.** The Employee is required to familiarise himself/herself with the Employer's/School's Health & Safety Policy.

13.00. OFFENCES

- 13.01.** The Employee's employment with the Employer is at all times subject to the Employee not becoming involved in any criminal activity or being convicted of a criminal offence other than summary Road Traffic Acts offences or an offence which in the reasonable opinion of the Employer does not affect the Employee's position with the Employer.

14.00. SEARCH

- 14.01.** The Employer reserves the right to search the Employee's person, property or vehicle while on or when departing from the Employer's premises. In the event of the Employee unreasonably refusing to submit to a search, this will be treated as misconduct on the part of the Employee. Accordingly, it will be dealt with through the disciplinary procedure and may lead to the Employee's dismissal.

15.00. COLLECTIVE AGREEMENTS

- 15.01.** There are no collective agreements affecting the Employee's employment

16.00. DATA PROTECTION

- 16.01.** The Employer may from time to time collect and retain personal data including sensitive personal data about the Employee from which the Employee may be identified. The Employee acknowledges that while much of the Employee's personal data will come directly from the Employee, there will be circumstances where personal data from other sources will be collected and retained by the Employer. The Employer will typically hold personal data on

the Employee's personnel file but it will also hold working time records, payroll records, records of phone, email, internet and other IT usage and so on which will include data directly related to the Employee. The Employer does not propose disclosing the Employee's personal data to any third party outside the Employer/ School, save where required by law to do so (e.g. where an Inspector from the Department of Enterprise, Trade and Innovation demands to see working time records) or where necessary to manage or administer the Employee's employment (e.g. disclosure to payroll processors, pension brokers/trustees or insurers). By signing his/her agreement below, the Employee hereby consents to the collection and retention of such personal data and to the disclosure and/or transfer of such personal data.

17.00. CONFIDENTIALITY

- 17.01.** The Employee must keep confidential, and not discuss, with any person not entitled to receive same, any information of a confidential nature relating in any way to the Employer, the School, pupils, parents or employees. The Employee may not disclose any information of a confidential nature relating to the Employer, the School, its pupils, parents, employees or in respect of which the Employer owes an obligation of confidence to any third party during or after the Employee's employment except in the proper course of the Employee's employment or as required by law.
- 17.02.** The Employee may not remove any documents or property belonging to the Employer or which contain any confidential information from the Employer's/School's premises at any time without proper advance authorisation.
- 17.03.** The Employee must return to the Employer upon request and, in any event, upon the termination of his/her employment, all documents and property belonging to the Employer/School or which contain or refer to any confidential information and which are in the Employee's possession or under his/her control.

18.00. STATEMENTS

- 18.01.** The Employee hereby agrees not to utter or publish any statement or material whatsoever in any way connected with the Employer/School without the express prior approval of the Employer.
- 18.02.** The Employee shall not, in relation to the Employer/School, utter or publish any statement which is false, misleading or reasonably likely to damage the Employer/School and in particular, shall not following the termination of his/her employment with the Employer represent himself/herself as being in any way connected with or employed by the Employer/School.

19.00. LAY OFF/SHORT TIME

- 19.01.** The Employer reserves the right to lay the Employee off from work or reduce his/her working hours where, through circumstances beyond its control, it is unable to maintain the Employee in employment or maintain the Employee in full-time employment. The Employee will receive as much notice as is reasonably possible prior to such lay-off or short-time. The Employee will not be paid during the lay-off period and will only be paid for hours actually worked during periods of short-time.

IF THE EMPLOYEE IS LAID OFF EACH SUMMER AND/ OR FOR OTHER PERIODS THIS SHOULD BE STATED. IT SHOULD ALSO BE STATED THAT

THE EMPLOYEE WILL NOT BE PAID DURING THIS/THESE PERIODS OF LAY OFF.

20.00. PARTICULARS OF EMPLOYMENT

20.01. The terms of this Agreement set out the terms and conditions of employment of the Employee and the Employee agrees that the provisions constitute sufficient particulars of the employment relationship pursuant to the Employer's obligations under the Terms of Employment (Information) Acts 1994 – 2001 and any other relevant legislation.

21.00. VARIATION IN TERMS AND CONDITIONS

21.01. The Employer reserves the right to amend or vary the Employee's terms and conditions of employment from time to time. The Employee will be given not less than one month's written notice of any significant changes to the Employee's terms and conditions of employment.

22.00. DISCIPLINARY PROCEDURES

22.01. The following procedure will be adopted by the Employer in cases of disciplinary action. Ultimately, persistent breaches or inadequate work performance can lead, following warnings, to dismissal.

22.02. The following procedures will apply

STAGE 1 VERBAL WARNING.

The School Principal will warn the Employee verbally of the specified aspect of work or conduct which is below standard, stating clearly that this is a warning and advising on the improvements which must be made. This warning will be communicated in the presence of the Employee's representative unless the Employee refuses the facility of having a representative present. This warning will be recorded in the Employee's file and will remain live for a period of 6 months after which it will not be invoked under the disciplinary procedure if the required improvement is made and sustained during this period.

STAGE 2 FIRST WRITTEN WARNING.

In the event of the Employee failing to make or sustain the required improvement, the School Principal will arrange a meeting with the Employee. The Employee will be given at least 5 days written notice of the meeting. The notice will state the purpose of the meeting and the specific nature of the complaints together with any supporting documentation. The Employee may be accompanied at the meeting by his/her representative. At the meeting the Employee will be given an opportunity to respond and to state his/her position. Having considered the response the School Principal will decide on the appropriate action to be taken. Where it is decided that disciplinary action at this stage is warranted the Employee will be informed that s/he is being given a written warning. S/he will also be informed that failure to improve will result in further disciplinary action up to and including dismissal. This warning will remain on the Employee's file for 6 months.

STAGE 3 FINAL WRITTEN WARNING

If the Employee fails to make or sustain the required improvement, the School Principal will arrange a meeting with the Employee. The Employee will be given

at least 5 days written notice of the meeting. The notice will state the purpose of the meeting and the specific nature of the complaints together with any supporting documentation. The Employee may be accompanied at the meeting by his/her representative. The School Principal will be accompanied by a nominee of the Board of Management. At the meeting the Employee will be given an opportunity to respond and to state his/her position. Having considered the response the School Principal and the nominee of the Board of Management will decide on the appropriate action to be taken. Where it is decided that disciplinary action at this stage is warranted the Employee will be informed that s/he is being given a final written warning. S/he will also be informed that failure to improve will result in further disciplinary action up to and including dismissal. This warning will remain on the Employee's file for 9 months.

STAGE 4 DISMISSAL

If the aspect of the Employee's work or conduct which was below standard continues to persist at that level the Employee may be dismissed following an investigation by the Employer.

22.03. Notwithstanding the above procedure, the Employer reserves the right to discipline any employee up to and including immediate dismissal in the case of serious misconduct. In the event of the termination of the Employee's employment by reason of serious misconduct, the Employee will not be entitled to receive notice or payment in lieu thereof. The following are examples of serious misconduct but are not intended to be exhaustive

- 22.03.01.** where the Employee is guilty of any material breach or non observance of any of the provisions of the contract of employment
- 22.03.02.** where the Employee engages in misconduct which is persistent
- 22.03.03.** where the Employee is guilty of gross default or wilful neglect in the discharge of duties or in connection with or concerning the business of the Employer
- 22.03.04.** where the Employee's work performance is persistently poor
- 22.03.05.** where the Employee commits any serious act of dishonesty or repeated acts of dishonesty including theft of the Employer's/School's or other employees' property
- 22.03.06.** where there is deliberate damage, sabotage or destruction of the Employer's/School's property by the Employee
- 22.03.07.** deliberate violation of a safety rule by the Employee or engaging in any activity which is unsafe either to the Employee or others or which may affect the Employer's/School's equipment or other property
- 22.03.08.** where the Employee falsifies any Employer/School records
- 22.03.09.** failure by the Employee to carry out reasonable instructions
- 22.03.10.** any breach of trust by the Employee in relation to the students
- 22.03.11.** where the Employee has alcoholic beverages or drugs (other than prescription drugs) on the Employer's/School's premises at any time or reporting to work while under the influence of an intoxicant or drugs
- 22.03.12.** some other substantial reason.

22.04. Where an investigation has to be carried out by the Employer the Employee may be suspended with or without pay pending such an investigation. In the event of an investigation the following will apply.

- 22.04.01. The Employee will be informed in writing of the reasons for the proposed disciplinary action and/or details of the allegations
- 22.04.02. The Employee will be afforded fair procedures and will be furnished with all relevant documentation
- 22.04.03. The Employee will be informed of the possible disciplinary sanctions
- 22.04.04. The Employee will have the right to state his/her case
- 22.04.05. The Employee will be afforded a reasonable period before a meeting is held so that the Employee may prepare a response and source a representative
- 22.04.06. The Employee may be accompanied, if s/he so wishes, by a person of his/her choice or a representative of his/her trade union where appropriate. It is not envisaged that the Employee would have legal representation
- 22.04.07. The Employee will be afforded a full opportunity to make his/her defence and may question any complainants
- 22.04.08. The Employer will ensure insofar as is possible that witnesses are available to give evidence.
- 22.04.09. If a sanction is imposed it will be proportionate.
- 22.04.10. The Employee may appeal to the Board of Management if a disciplinary sanction is imposed at stages 2 and 3 of the disciplinary procedures.
- 22.04.11. In circumstances where the disciplinary sanction is dismissal and the Employee wishes to challenge the dismissal then the Employee may refer the matter to a Rights Commissioner, the Labour Court, the Labour Relations Commission or the Employment Appeals Tribunal as appropriate.
- 22.04.12. Certain breaches of Employer/School rules, custom and practice etc may result in the Employee being dismissed without notice or pay in lieu of notice.

23.00. TERMINATION OF EMPLOYMENT

- 23.01. Once the Employee has completed his/her probationary period, in the event of the termination of his/her employment by the Employer, except in circumstances justifying immediate termination of the Employee's employment by the Employer, the Employee will be entitled to receive notice in accordance with the provisions of the Minimum Notice and Terms of Employment Acts 1973 - 2001. Where the Employee intends to resign from his/her employment, he/she will be required to give the Employer at least week's **(Insert figure for number of weeks notice to be given by employee)** notice in writing.
- 23.02. The Employer reserves the right to pay the Employee in lieu of notice any salary and benefits to which the Employee has a contractual or statutory entitlement to receive during the said notice period.
- 23.03. The Employee's employment may be terminated forthwith by the Employer if at any time the Employee
 - 23.03.01. becomes of unsound mind
 - 23.03.02. is unable to perform his/her duties as a result of illness
 - 23.03.03. becomes incompetent
 - 23.03.04. becomes incapable of performing his/her duties

- 23.04.** The Employer reserves the right to waive its right to notice pursuant to this clause.
- 23.05.** The Employer further reserves the right to require the Employee not to attend at the Employer's/School's premises during any period of notice, or, alternatively to require the Employee to carry out other duties and functions as may be prescribed by the Employer during this time.
- 23.06.** Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.
- 23.07.** Upon termination of the Employee's employment for whatsoever reason, the Employee will promptly return to the Employer any property belonging to the Employer/School or any third party held by the Employee on behalf of the Employer/School. This includes but is not limited to, equipment, documents (in whatever material form) disks, computer programs, or any other form of storage media, all copies of the same, or any laptop, mobile phone, keys or other equipment in the Employee's possession.
- 23.08.** It is a fundamental term of the Employee's employment that the Employee has made full, accurate and appropriate disclosure in reply to questions asked or information sought during the recruitment process relating to any child welfare/protection issues. If it transpires, during the course of the Employee's employment, that the Employee has not made such full, accurate and appropriate disclosure, the failure to make such disclosure will be treated as a fundamental breach of this contract of employment, which may lead to disciplinary action, up to and including dismissal.
- 23.09.** The Employee's appointment/employment is subject to satisfactory vetting outcome(s).

24.00. GRIEVANCE PROCEDURE

- 24.01.** In the interest of fairness and justice, and to ensure the proper conduct of the employer's/School's business, certain provisions to deal with matters of grievance are necessary, as follows:
- 24.02.** If the Employee has any grievance which s/he considers to be genuine in any respect regarding his/her employment, the Employee has a right to a hearing by the School Principal as the circumstances warrant. If the Employee is unhappy with the outcome of the hearing s/he may appeal to the Chairperson of the Board of Management. The Employee may be accompanied by a person of his/her choice or union representative at this appeal hearing.
- 24.03.** In the event of the matter not being resolved internally the matter shall be referred through normal industrial relations procedures.
- 24.04.** The procedure referred to above shall include reference to a Rights Commissioner, the Labour Court, the Employment Appeals Tribunal or the Equality Officer, as appropriate.
- 24.05.** It is agreed that no strike, lock-out or any other form of industrial action shall be taken by either party until the within procedures have been exhausted.

25.00. INTERNET/EMAIL POLICY

- 25.01.** The Employer is entitled to monitor e-mails and internet usage by the Employee.
- 25.02.** The Employer may dismiss the Employee should s/he engage in prohibited conduct or if s/he engages in any conduct relating to internet usage or e-mails which results in loss to the Employer/School.
- 25.03.** The Employee may not use the Employer's/School's e-mail or internet facilities for personal use.

- 25.04.** The Employee may not circulate e-mails or utilise the internet which may expose the Employer/School to charges of discrimination, harassment, libel or defamation.
- 25.05.** The Employee may not circulate e-mails or utilise the internet which may expose the Employer/School to charges of breach of the Data Protection Act, breach of copyright or other intellectual property rights.
- 25.06.** The Employee may not create e-mails or utilise the internet which may result in inadvertent formation of contracts.
- 25.07.** The Employee may not engage in internet usage or circulate e-mails which may be in breach of the Child Pornography and Obscenity Laws.
- 25.08.** The Employee may not circulate e-mails or utilise the internet which results in the unauthorised copying or sending of confidential information of the Employer/School.

26.00. DRIVER'S LICENCE.

- 26.01.** Continued employment is conditional upon the Employee having a full current driver's licence.

27.00. GOVERNING LAW

- 27.01.** The Employee's employment shall at all times and in all respects be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

28.00. WAIVER

- 28.01.** A waiver by either party of any breach by the other party of any of the terms, provisions or conditions of this contract or the acquiescence of such party in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.

29.00. SEVERANCE CLAUSE

- 29.01.** Clause headings herein are for convenience and use of reference only and shall not affect the meaning, interpretation and construction thereof. Each clause of this agreement is deemed to be separate, severable and independent of any other clause thereof. In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part for any reason whatsoever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this contract and such void or unenforceable covenants or provisions shall be deemed to be severable from any other covenants or provisions or parts thereof herein contained.

30.00. ENTIRE AGREEMENT

- 30.01.** This agreement embodies the entire agreement and understanding between the parties hereto.

IN WITNESS WHEREOF the parties hereto have signed this Agreement in the manner hereinafter appearing as of the day and year first above written.

SIGNED for and on behalf of the Employer by	Witness:
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SIGNED by the Employee:	Witness:
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THIS CONTRACT IS TO BE SIGNED IN DUPLICATE BY THE EMPLOYEE AND THE EMPLOYER AND ONE COPY GIVEN TO THE EMPLOYEE AND ONE COPY RETAINED BY THE BOARD OF MANAGEMENT-DELETE THIS DIRECTION.

The duties referred to are merely to give guidance to schools. The list of duties should be tailored to meet the school's own requirements- DELETE THIS DIRECTION.

JOB DESCRIPTION OF SCHOOL CLEANER

In addition to the listed duties the Cleaner will undertake other duties pertaining to the role as may be decided/directed by the School Principal and/or the Board of Management and/or as may be dictated by the needs of the Employer/School. It is expected that the cleaner will on his/her own initiative, identify tasks/duties that need to be carried out as part of the role subject to the authorisation of the School Principal/Board of Management as appropriate.

The duties listed are not intended to be exhaustive or exclusive

1.00. Daily

- 1.01.** All rooms including the classrooms, resource rooms, offices, general purpose rooms, the staff room, the cloak rooms, the kitchen, corridors and stairs to be cleaned daily. Each floor to be swept/vacuumed, tabletops, worktops, sinks, door handles & hand rails to be cleaned with disinfectant and glass in doors to be cleaned.
- 1.02.** Bins to be emptied, cleaned with disinfectant and bag replaced.
- 1.03.** Carpet area to be vacuumed and dust removed from all surfaces e.g. blackboard ledges etc.
- 1.04.** Tiled areas to be swept and washed or swept and buffed.
- 1.05.** The worktops, sinks & adjacent walls in all rooms e.g. classrooms, staffroom etc. to be washed with detergent and rinsed off
- 1.06.** Toilets & all areas where sanitary ware is located e.g. classrooms, resource rooms etc. to be cleaned daily. The floors to be cleaned and washed with disinfectant. Toilets, sinks, any other sanitary wear, door handles, soap dispensers, paper towel dispensers etc. to be thoroughly cleaned with detergent and disinfected. Toilet paper and soap dispensers to be replenished as necessary.
- 1.07.** Corridors to be cleaned daily. Dust skirting with soft brush/cloth, sweep/vacuum, wash and buff corridors every day.
- 1.08.** Areas where cleaning equipment is stored should be kept clean and tidy. All lids and caps should be replaced securely on bottles, etc. Mops etc. should be thoroughly cleaned. Presses with cleaning products to be kept locked.
- 1.09.** The cleaner must ensure that the appropriate materials/equipment are used in order to ensure that there is no cross contamination.

2.00. Weekly

- 2.01.** The kitchen is to be thoroughly cleaned and all appliances/cupboards cleaned out with disinfectant.
- 2.02.** Furniture to be cleaned
- 2.03.** Furniture on castors to be moved and area behind and under to be vacuumed and cleaned thoroughly.
- 2.04.** Clean radiators and pipes with detergent and clean behind radiators.
- 2.05.** Dust/clean all hard surfaces e.g. window ledges, ledges over doors, blackboard, notice boards, coat racks, etc.

3.00. Termly-Midterm breaks, Christmas, Easter & Summer.

- 3.01.** All work surfaces and furniture in classrooms, offices, resource rooms, staff room etc. to be thoroughly cleaned
- 3.02.** Wash off marks on paint work, walls, etc. in classrooms, corridors, offices, staff room, and resource rooms etc. (to shoulder height).
- 3.03.** Wash radiators, skirtings, pipes etc.