

## CONTRACT OF EMPLOYMENT

### BETWEEN

**EURO CONSTRUCTION CORPORATION LIMITED** (“the Company”) with registered office at 57 Crowhill Road, Waringstown, Craigavon, Co Armagh BT66 7SS and

\_\_\_\_\_ (“the Employee” or “You”).

1. The parties agree that the Employee will serve the Company and the Company will employ the Employee on the following terms and conditions.

#### 2. **Date of Commencement of Employment**

Your employment began on \_\_\_\_\_

On first appointment, you are required to serve a probationary period of twelve months. At any time during the probationary period, the employer may terminate the employment by giving one weeks’ notice in writing. At the end of the probationary period, the employer will either confirm the appointment or terminate the employment with one month’s notice in writing.

#### 3. **Job Title**

You are employed as \_\_\_\_\_

However, as and when considered necessary or appropriate, you are liable to transfer or to undertake other duties to meet fluctuations or priorities in work demands.

You will initially be based at the Company’s Lurgan Office but as and when required you may have to work out of the company’s various site offices both in Northern Ireland and the Republic of Ireland. This may from time to time require overnight stays.

It is essential for the job that you have a current driving licence. All Employees are obliged to disclose to the Company, any current (i.e. not spent) driving conviction/s.

Loss of a driving licence may result in your dismissal.

#### 4. **Remuneration**

Your rate of remuneration is £        per        in arrears. Salary reviews take place annually and your salary may increase by such amount, if any, as the Company sees fit.

Discretionary bonuses will be decided upon in July and December of each year.

Site expenses will be paid by the Company where properly incurred and vouched.

#### 5. **Hours of Work**

Your employment is on a part-time/ full-time basis. The Company’s core of hours

are Monday to Friday 8.00 a.m. to 5.00 p.m. and Saturday 8.00 a.m. to 1.00 p.m. as required. However, additional hours may be necessary from time to time. Overtime rates are as agreed with the Commercial Manager. The above hours are when you must be working on site and do not include travel time.

## 6. **Holidays/Annual Holidays**

Your holiday entitlement will be in accordance with the CEF holiday list, details of which are available from the Commercial Manager.

The holiday year in the Company runs from 31 October each year. If you are in the service of the Company on 31 October in any year you will be entitled to 29 days (including statutory days) annual holiday with pay in that year. If you join after 31 October or leave employment before 30 October, you will be entitled in that year to annual holiday with pay proportionate to your length of service in that year.

All holiday dates must be agreed at least four weeks in advance with your immediate supervisor. In your own interest you should not make any holiday booking until you receive authorisation in writing.

All holidays due must be taken before the end of the holiday year or else they will be forfeited. Only in exceptional circumstances will unused holidays be carried over to a new year. In this event the maximum amount of days to be carried over is 5.

On termination you shall be paid for any annual holidays accrued but not taken. Where holidays have been taken in excess of accrued entitlement at the date of termination, such excess shall be deducted from monies due

## 7. **Sickness/Absence**

During absence due to sickness or injury you may be entitled to statutory sick pay. Absence from work due to sickness or injury must be notified to Head Office on the first day of absence and you must submit a medical certificate to cover any such periods of absence.

The Company reserves the right to dismiss an Employee in the event of prolonged incapacity.

Payment of salary over statutory sick pay may be made for absence from work due to sickness or injury, entirely at the Company's discretion.

Maternity/Paternity/Parental/Adoption Leave and Pay: such leave is governed by the relevant current legislation, details of which can be obtained from the Commercial Manager.

Under Government Rules we will not pay for the first three days of your sickness.

## 8. **Pension**

Details of the Company Pension scheme, which you are entitled to join, are available from the Commercial Manager.

9. **Notice Entitlements/Requirement**

The period of notice you are entitled to receive and required to give in the event of termination is as follows:-

<b><u>Period of Continuous Service</u></b>	<b><u>Notice Entitlement</u></b>
Less than 1 Year	1 week
Less than 5 years	1 month
5 years or more but less than 12 years	1 week for each year of service
12 years or more	12 weeks maximum

The Company reserves the right, in the case of gross misconduct, to dismiss you summarily: i.e., without notice and without payment in lieu of notice. The Company reserves the right to give pay in lieu of notice.

Once notice of termination has been given by either party, the Company may suspend the Employee from the performance of his duties and exclude him from any premises of the Company or any other Group Company. Salary and other contractual benefits shall continue to be paid or provided despite such suspension. During any such period of suspension the Employee shall not, without prior consent of the Company, contact (either directly or indirectly) any clients, customers, suppliers or Employees of the Company or any other Group Company. If the Employee has any accrued but untaken holiday leave, then such holidays shall be used during the period of suspension.

In the event of the suspension of the Employee, the Company may require the Employee to return to the Company all property belonging to the Company or any other Group Company or any of its or their customers or clients in his possession or under his control including but not limited to computer equipment, telephones, fax machines and (without retaining any copies) correspondence, documents, papers, memoranda, notes, records (including any contained in any form of computer storage), videos and tapes and shall not permit the same to be used by any party whatsoever before being returned to the Company.

Once notice of termination has been given by either party, the Company may pay the Employee his salary in lieu of the entire period of notice or any portion thereof.

10. **Grievance Procedure**

Please see Appendix 1.

11. **Disciplinary Rules and Procedure**

The Company policies on disciplinary rules and the procedures for dealing with disciplinary matters are set out in Appendix 2 to this document. This procedure does not form part of your contract of employment until you have remained in employment

for 12 months. In addition a copy is held in the Company and may be inspected on request. You are required to make yourself conversant with this document.

If the Company finds that you have been guilty of gross misconduct you may be dismissed summarily.

12. **Working Abroad**

From time to time and as and when required. Employees are required to work in the South of Ireland. Employees will continue to be paid sterling. Travelling expenses properly incurred and vouched will be paid by the Company. Overnight accommodation may also be provided depending on the location of the project in the Republic of Ireland.

**HEALTH & SAFETY POLICY – This is very important**

13. **Intellectual Property**

Please see Appendix 3.

14. **Confidentiality**

Please see Appendix 4.

15. **E-mail/Internet Policy**

Please see Appendix 5

16. **Harassment Policy**

Please see Appendix 6

17. **Equality of Opportunity Policy**

Please see Appendix 7

18. **Recovery from Third Party**

Please see Appendix 8

19. **Recovery of Overpayment**

Please see Appendix 9

20. **Appendices**

The Appendices containing provisions relating to Grievance Procedure, Disciplinary Rules and Procedure, Intellectual Property, Confidentiality, E-mail/Internet,

Harassment Policy, Equality of Opportunity Policy, Recovery from Third Party and Recovery of over payment form part of this contract and are legally binding on you. Save as specified in Clause 11.

I hereby agree to the terms of this contract and acknowledge receipt of a copy of the contract together with Appendices

- |             |  |
|-------------|--|
| Appendix 1  | Health & Safety                        |
| Appendix 2  | Duties & Obligations / Job description |
| Appendix 3  | Site Rules / Company Rules             |
| Appendix 4  | Grievance Procedure                    |
| Appendix 5  | Disciplinary Rules and Procedure       |
| Appendix 6  | Intellectual Property                  |
| Appendix 7  | Confidentiality                        |
| Appendix 8  | E-mail/Internet                        |
| Appendix 9  | Harassment Policy                      |
| Appendix 10 | Equality of Opportunity Policy         |
| Appendix 11 | Recovery from Third Party              |
| Appendix 12 | Recovery of Overpayment                |

----- (signature)

----- (date)

## **APPENDIX 4**

### **GRIEVANCE PROCEDURE**

The Grievance Procedure is designed to afford employees with a grievance relating to their terms and conditions of employment, the right to have the matter adjudicated fairly.

1. Where an employee is aggrieved in any matter, he/she should discuss this matter initially with his/her immediate supervisor, making it clear that the first stage of the Grievance Procedure is being invoked.
2. If the resolution of the problem is not achieved, the matter can be raised by the employee within 10 working days with his/her relevant Manager, who shall attempt to resolve the problem by discussion as appropriate with the immediate supervisor and the employee.
3. If the matter remains unresolved, the Manager shall instruct the employee to state his/her case in writing to him/her within 10 working days. On receipt of the written complaint, the Manager shall, without delay, forward to the Commercial Manager as appropriate:-
  - a. the statement of the complaint;
  - b. a full report of his/her efforts to settle it;
  - c. his/her recommendations (if any) to effect a settlement.
4. The Commercial Manager will take the prompt action to resolve the matter and the employee will be notified in writing of any decision. He/she should also be advised of his/her right for the matter to be brought before the Managing Director, the grievance to be made in writing to be received by the Managing Director within 10 working days of the notification of the decision. The Managing Director will give a decision within 7 working days, or at his discretion he may refer the matter to an Appeals Committee. In either case, the decision will be final.
5. At any stage of this procedure, the employee concerned may be assisted in presenting his/her case by a fellow employee or agreed third party.
6. Any employee who has a grievance must exhaust each stage of the procedure before proceeding to the next stage. Where this has not taken place, any member of Management concerned shall be entitled to refer the employee back to the appropriate stage to be followed. The matter shall not be progressed unless and until the appropriate procedural stages are complied with.

## **APPENDIX 5**

### **DISCIPLINARY RULES & PROCEDURE**

#### **Object**

The following procedure has been drawn up to make you aware of the Company's policy in relation to disciplinary matters. The object of such a procedure (except in cases of gross misconduct) is to give employees the opportunity to improve their behaviour/performance.

#### **General Principles**

No disciplinary action will be taken until there has been an investigation into any alleged incident except in cases where the behaviour is manifest.

At each stage of this procedure you shall have the right to a fair hearing with the opportunity to state your case and to be accompanied by a fellow employee or representative of a trade union if desired.

Warnings shall lapse after a period of satisfactory conduct.

The Company may in appropriate circumstances apply a penalty of demotion with reduction in salary or suspension (with or without pay or benefits).

#### **PROCEDURE**

##### **Minor Misconduct**

If the breach is in the minor misconduct category and management is satisfied that an offence has occurred the procedure will be as follows:

- |         |   |
|---------|---|
| Stage 1 | You will be given a verbal warning. It will be recorded and retained on file for a period of 12 months.   |
| Stage 2 | If the same or similar offence is repeated within 12 months you will be given a first written warning. It will be recorded and retained on file for a period of 12 months.                                      |
| Stage 3 | If the same or similar offence is repeated within 12 months you will be given a final written warning. This will contain a clear notice that a repeat of the offence within 12 months will result in dismissal. |
| Stage 4 | If the same or similar offence is repeated within 12 months you may be dismissed.   |

##### **Major Misconduct**

If an offence which falls within the major misconduct category is committed and management is satisfied that it has occurred, the disciplinary procedure will be invoked at

Stage 3 (i.e. you will receive a final written warning which will contain clear notice that a repeat offence within 12 months may result in dismissal).

## **Gross Misconduct**

If you have committed an offence which is regarded as gross misconduct and management is satisfied that it has occurred you may be dismissed summarily i.e. without notice and without wages-in-lieu of notice.

### **Types of offence**

The following list shows examples of the type of offences which the Company has categorised for each level of misconduct. This list is not exhaustive and the Company will decide in which category any misconduct is to be placed.

- A. Minor Misconduct
  - Absenteeism
  - Lateness
  - Failure to comply with absence Notification and certification procedure
  - Careless work and poor effort at work
  - Workmanship or performance of duties below an acceptable standard
  - Ignoring safety/hygiene/security rules
  - Extended tea and meal breaks
  - Failure to maintain a tidy and safe working environment
  - Misuse of telephone
  - Excessive time away from the job
  - Failure to wear any uniform/protective clothing provided
  
- B. Major Misconduct
  - Dangerous Physical Horseplay
  - Neglect causing damage to or loss of Company's, customer's or other employee's property
  - Serious neglect of safety/hygiene/security rules
  - Smoking in prohibited areas
  - Consuming intoxicants during working hours or bringing intoxicants into the premises
  - Entry into any unauthorised areas
  - Wilful or excessive wastage of material
  - Unsatisfactory attitude to clients
  - Use of foul language
  - Gambling on the premises
  - Insubordination
  
- C. Gross misconduct
  - Theft
  - Physically violent behaviour
  - Leaving premises without permission
  - Refusal to carry out a reasonable work instruction

- Deliberately ignoring safety/hygiene/security rules thereby endangering one's own or another's physical well-being or safety
- Obscene behaviour
- Intoxication induced by alcohol or drugs
- Fraud
- Disclosing confidential business information to a third party
- Wilful damage to or gross negligence towards Company's, Customer's or other employee's property/ Equipment/tools
- Undertaking work in competition with the Company
- Falsification of records
- Unauthorised use of Company vehicle
- Clocking offences
- Downloading obscene material from computers over the Internet

### **Suspension and demotion**

Depending on the type of misconduct alleged the Company may, if it sees fit, suspend you with pay during any investigation and may suspend you with or without pay or demote you to a lesser position on lesser pay as a penalty if misconduct is proved to the Company's satisfaction.

### **Appeals**

If you wish to appeal against any disciplinary action you should do so in writing, to be received by the Commercial Manager within five working days. The Commercial Manager will arrange a hearing to take place within five working days of such a request and a decision shall be given within five working days (in each case the time limit may be extended if compliance is not practicable).

Clarification of any point in this procedure may be requested from the Commercial Manager.

## **APPENDIX 6**

### **INTELLECTUAL PROPERTY**

1. Any potential copyright or potential design or improvement in procedure or invention or artistic work or design or software made or discovered by the Employee in connection with or in any way affecting or relating to the business or any proposed business of the Company or capable of being used or adapted for use therein or in connection therewith or capable of being marketed or sold shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.
2. To that end the Employee hereby assigns by way of future assignment all such copyright and/or design right as mentioned above to the Company to hold absolutely until itself.
3. At the request and expense of the Company, the Employee shall give all necessary assistance to the Company to enable it, inter alia, to enforce its rights against third parties and apply for registration of the rights where appropriate throughout the world, for the full term thereof and without prejudice to the generality of the foregoing, to do all things necessary or desirable to substantiate the rights of the Company and to the end the Employee hereby irrevocable appoints the Company to be his attorney in his name and on his behalf to execute, sign and do all such instruments or things and generally to use the Employee's name for the purpose of giving to the Company or its nominee the full benefit of this Appendix 6.

## **APPENDIX 7**

### **CONFIDENTIALITY**

The employee shall have access to certain secret and confidential information during the Appointment which he agrees would of assistance to a competitor id divulged and which he agrees the Company has a valid reason to protect. The Employee therefore, shall not, either during the continuance of this Agreement (otherwise than in the performance of his duties) or at any time after its termination use, divulge or communicate to any person, and shall use his best endeavours to prevent the unauthorised publication, use or disclosure of, any trade secrets or confidential information relating to the business or affairs of the Company or any other Group Company. This obligation shall be in addition to and not in substitution for any other express or implied duty of confidentiality owed by the Employee to the Company or any other Group.

- (a) This clause shall cease to apply to information which is required to be disclosed by the Employee by law or which has come into the public domain otherwise than through the default of the Employee.

For the purpose of this clause, confidential information shall include but shall not be limited to:

- (a) Software and enhancements of same and all future products developed or derived therefrom. (“the software”).
- (b) All sources of the documents and manuals for the Software.

Production, processes, marketing techniques and information, purchasing information financial information, Legal information, and other confidential information relating to the manner in which the Company conducts its business.

- (c) Discoveries, concepts and ideas, whether or not patentable or protectible by copyright.
- (e) Any other materials or commercial or technical information related to the business or activities or the Company which are not generally known to others engaged in similar businesses or activities.
- (f) Any information which is notified to the Employee as being confidential.

## **APPENDIX 8**

### **E-MAIL/INTERNET POLICY**

Internet and e-mail provide opportunities for our businesses to operate more efficiently. However, we must avoid wasting time on non-work related use. Any non-work related use must not cause offence to others. As e-mail is often seen to be less formal than a letter there is more opportunity for unguarded comments to be made which have serious implications. Inappropriate use of the internet may occur. You are therefore reminded that the internet and e-mail system is the property of your employer and the following actions are regarded as misconduct, which will be dealt with under the disciplinary procedure and may result in disciplinary action, including dismissal.

- (a) Time wasting: Any personal use of the system must be restricted to a small and Reasonable amount.
- (b) Use of the system to access or disseminate material of a sexual or otherwise offensive nature. Material is offensive if it causes or would cause another person to feel embarrassed, uncomfortable or worse. Your own intentions are not relevant.
- © Unauthorised formation of contracts: E-mails are often seen as more informal and less binding than letters or faxes. You must remember they are just as binding and formal as any other written communication. Even if an employee does not have authority to make a binding agreement the law will still bind the employer where the other party reasonably believed that the employee would have authority.
- (d) Sending defamatory comments: E-mails are viewed less formally and the sender therefore may have a tendency to be less discreet than if sending a letter. You must avoid this as you may damage another person's reputation as well as causing injury to feelings.
- (e) Unauthorised sending of confidential information: Confidential information is the property of your employer. Sending it to another party may be financially damaging.
- (f) Unauthorised use of passwords: Passwords are used to restrict access to parts of the computer system for business reasons. Unauthorised use of passwords is equivalent to unauthorised opening of a locked filing cabinet.
- (g) Since the system is the property of your employer, we may monitor its use to ensure it is not being abused. You should not regard any communication on the system as private to you.
- (h) Importing viruses into the system: You must not open an e-mail if it has a suspect attachment, is a "chain letter" or is from an unknown source. You must not download internet material which may contain a virus. You must not use any disc or other stored material unless you know it to be from a reputable source.
- (i) Breaches of system security: You must switch off your computer, lock your keyboard and perform backups as required. You must not knowingly or negligently allow another person to find out your password.

- (j) Breach of copyright: Copyright may apply to material which is on a disc or is downloaded and its use may require a licensing agreement. Such material must not be used on your employer's system in breach of copyright.

## **APPENDIX 9**

### **HARASSMENT POLICY**

Harassment means any word or action relating to a person's gender, sexual orientation, family circumstances, religion, political background, race or disability which the person towards whom the words and actions are directed finds unwelcome.

Any employee who believes that he or she has suffered any form of harassment is entitled to raise the matter through the following procedure. This does not replace his or her statutory rights under sex discrimination, fair employment, disability discrimination or race relations legislation.

#### **THE INFORMAL STAGE**

This stage is appropriate where the employee simply wants the behaviour to stop, where the harassment is not serious or where it has not been repeated. The employee may seek to resolve matters informally by approaching the alleged harasser either directly, with the support of a colleague or trade union representative or with the support of a supervisor or manager. The employee should advise the alleged harasser that the behaviour in question is offensive, is not welcome and should be stopped. If it is too difficult or embarrassing to do this personally the employee may request the supervisor or manager to approach the alleged harasser on their behalf.

A written record of the complaint and the action taken will be made and retained by the employer.

The employee should be aware that a formal investigation and a possible disciplinary action can only take place if the formal stage is adopted. If the complaint is viewed as serious, management will request the employee to make a complaint under the formal procedure.

#### **THE FORMAL STAGE**

This stage is appropriate if the person making the complaint prefers this, if the harassment continues after the informal stage has been used or if the harassment is serious.

The employee making the complaint should raise the matter with the Commercial Manager whose duty it will be to communicate to the Managing Director without delay.

The Managing Director or another manager nominated by him shall act as Investigator and will have overall control of the investigation of the complaint and all subsequent actions. The Investigator will not be connected in any way with the allegation that has been made. A written record of the investigation and any outcome will be kept.

At all stages the complainant has the right to be accompanied by a colleague or trade union representative. The alleged harasser will also at all stages have the right to be accompanied by a colleague or trade union representative who will not be the same person who accompanies the complainant.

## **INVESTIGATION UNDER THE FORMAL PROCEDURE**

### **1. Time Limits**

A complaint should be raised as soon as possible, preferably in writing but verbally if the complainant wishes. The Investigator will acknowledge receipt of the complaint and arrange to meet the complainant within 3 working days or as soon as is practicable thereafter.

### **2. Initial meeting with complainant**

The Investigator will meet the complainant to clarify and record the nature of the complaint and will confirm that it is being handled under the formal procedure. Before the alleged harasser is advised of the complaint the Investigator will take appropriate action to prevent contact between the complainant and the alleged harasser where possible and will consider the possibility of transfer. The complainant will be advised that there should be no communication with the alleged harasser in relation to the complaint. At the initial meeting the complainant will be given a copy of this procedure.

Following this meeting the Investigator will write to the complainant confirming the nature of the complaint and setting a date for a formal meeting to be held.

### **3. Informing the alleged harasser**

The Investigator will arrange to meet the alleged harasser (and a work colleague or trade union representative if requested) to outline the nature of the complaint, confirm it is handled under the formal procedure and give the alleged harasser a copy of this procedure. Where the harassment is viewed as serious the alleged harasser may be placed on precautionary suspension during the investigation. The alleged harasser will be advised that there should be no communication with the complainant in relation to the complaint.

Following this meeting the Investigator will write to the alleged harasser outlining the nature of the complaint and setting a date for a formal meeting to be held.

### **4. The investigation**

The Investigator will meet privately with the person who may have information concerning the complaint, with the complainant and with the alleged harasser. The Investigator will meet the supervisors of both the complainant and the alleged harasser to establish if there is any history of conflict between them. The Investigator will hold any further meetings which he deems appropriate with any person to clarify matters or gain additional information. A written record of all the above will be kept. The Investigator will consider all that has been said and any other related information.

5. **Report**

At the conclusion of investigation the Investigator will prepare a written report outlining the facts, his conclusion and whether there is to be no further action, disciplinary action or some other action e.g. the provision of training or counselling.

The report will be forwarded without delay to both the complainant and the alleged harasser.

6. **Further action**

- (a) redeployment if disciplinary action is taken. Where the harasser remains in employment every effort will be made to facilitate a request by the complainant that there be no further contact with the harasser. Consideration will first be given to relocating the harasser and. If that is not possible, to relocating the complainant without disadvantage in terms of his or her conditions of employment.
- (b) redeployment where disciplinary action is not taken. Even where a complaint is not upheld consideration may still be given to the transfer of one of the employees concerned on a voluntary basis.
- (c) Training or counselling will be offered to both parties where a complaint has been upheld. Training and counselling may also be considered even where a complaint is not upheld.
- (d) The Investigator will contact the complainant at intervals to ensure that no harassment or victimisation has occurred even where the complaint was not upheld.

Even where a complaint is not upheld the manager of the alleged harasser will ensure that the alleged harasser is fully aware of the organisation's policies on equal opportunities and harassment and the law relating to these matters.

## **APPENDIX 10**

### **EQUALITY OF OPPORTUNITY POLICY**

We are the Equal Opportunity Employer and give access to employment, training and benefits regardless of gender, sexual orientation, family circumstances, religion, political background, race or disability. Any act of discrimination, victimisation or harassment by an employee on any of the above grounds will be investigated under the employer's disciplinary procedure and, if upheld, will be dealt with by disciplinary action which may include summary dismissal.

Harassment means any words or action relating to a person's gender, sexual orientation, family circumstances, religion, political background, race or disability which the person towards whom the words or action are directed finds unwelcome..

## **APPENDIX 11**

### **RECOVERY FROM THIRD PARTY**

If you are absent from work through incapacity for which you are entitled to claim damages from a third party and are eligible for company sick pay, you will instead of company sick pay be advanced the same sum of money as a loan (paid net of income tax and National Insurance), to be repaid to the company to the extent that it is recovered from the third party by way of settlement or judgement of a court.