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Note: While care has been taken in the production of these materials, no responsibility is taken by the author or the Law Society. Practitioners intending to utilise this template for their clients or in their practices should make themselves fully aware of the legal requirements, the meaning of the clauses, and where necessary take specialist advice.

**Law Society of Ireland
Template contract of employment**

EXPLANATORY MEMORANDUM

This template contract is intended to be in compliance with relevant legislation on 4 April 2019. The Terms of Employment (Information) Act 1994, as amended, is for example just one piece of legislation that sets out minimum terms to be set out in employment contracts. While every care has been taken in the preparation of this contact, the Committee and the Society does not accept any liability for any errors or omissions.

Practitioners intending to utilize this template contract should make themselves fully aware of the relevant legislation and legal requirements, the meaning of the clauses, and where necessary take specialist advice. Employers will undoubtedly have their own specific requirements in relation to a range of matters, including for time off work and payment during illness, and these should be given careful and close consideration. The specific conditions under which the employee will operate should also be looked at carefully and provision made for these in the contract.

This template contract requires significant adaptation in order to make it appropriate for use in any individual case.

The footnotes in this template contract are for explanatory purposes for practice managers. They are NOT intended to appear in engrossed contracts of employment.

EMPLOYMENT, EQUALITY LAW, AND DATA PROTECTION LAW ARE AREAS THAT HAVE EXPANDED GREATLY IN RECENT YEARS AND ARE CONSTANTLY CHANGING BOTH AS A RESULT OF LEGISLATION, BUT ALSO CASE-LAW. PRACTITIONERS SHOULD ENSURE THAT THEY ARE FAMILIAR WITH ALL NEW DEVELOPMENTS AND WHERE APPROPRIATE, REFLECT THESE IN THE CONTRACTUAL TERMS.

**CONTRACT OF EMPLOYMENT
TO BE ISSUED ON LETTERHEAD CONTAINING NAME AND ADDRESS OF EMPLOYER
LAW SOCIETY PRECEDENT
DRAFT**

TO: [Address]

Dear []

On behalf of [] "the Firm", I am pleased to offer you the position of [Solicitor] with us. This letter sets out your terms and conditions of employment with the Firm.

1. Commencement date [and duration]¹

Your commencement date will be [].²

Any employment with a previous firm/employer shall not count as part of your period of continuous employment with the Firm.

[Subject to satisfactory completion of the probationary period specified below, you will be employed on a full time permanent basis until terminated by either party giving to the other the notice period specified in the notice clause.]³ **OR**

[SET OUT OBJECTIVE REASON] you are/ will be employed for a fixed term of [[] months/ years] expiring on []]/**OR** [for the purpose of [insert details of purpose]]. The *Unfair Dismissals Acts 1977 to 2015* shall not apply to dismissal consisting only of the expiry of the term specified in this clause [or the cesser of the purpose].⁴

2. Appointment and duties

Your appointment is as [] reporting to [].

The Firm cultivates a team spirit, and requires co-operation and support by colleagues of each other. Due to the changing demands of the business, your duties may vary from time to time, and you may be required to cover and assist solicitors from different departments as part of your work routine. You will be given due notice of any such changes.

1. Duration inserted where the contract is for a fixed term such as a locum.

2. If the offer is subject to any preconditions, same should be specified. For example: "This offer is subject to completion of a satisfactory medical examination, provision of [] satisfactory references, one of which should be from your current employer, and the provision of documentary evidence of your qualifications and provided you are free from any obligations owed to a third party which might prevent you from starting work or properly performing the duties of the new employment"

3. This wording is for a permanent position.

4. This wording should be inserted where the position is for a fixed term or for a specified purpose and the provisions of the *Protection of Employees (Fixed Term Workers) Act 2003* should be noted.

3. Location

You will normally carry out your duties at the Firm's offices at []. From time to time however, you may be requested to perform duties away from the premises [and/or outside Ireland], either on a temporary or permanent basis, at such location as the Firm may reasonably require, from time to time. Except at the discretion of the Firm, you will not be compensated or reimbursed for the costs involved in such relocation. You will be given as much notice of any alteration to your place of work as is reasonably practicable.

4. Probationary period

For the first [six]⁵ months of your employment, you will be employed on a probationary basis. This gives both you and the Firm an opportunity to assess your suitability for the position. Notwithstanding any other provision of this contract, during this probationary period and/or any extension thereof, except in the case of serious misconduct, either party upon giving one [week/month]'s notice, in writing, can terminate the employment. The Firm reserves the right to pay one [week/month]'s salary in lieu of notice at our sole option. Your probationary period may be extended at the discretion of the Firm, on more than one occasion, subject to a maximum probationary period, inclusive of notice, of [11] months⁶. Should this arise, you will be informed of the decision and the reasons for the decision in writing.

5. Hours of work

The normal office hours are from [] to [], Monday to Friday inclusive with a lunch period from [] to [], subject to any variation required in the normal course of business or as otherwise agreed with the Firm. The Firm reasonably expect that you will work [7.5] hours per normal working day and [37.5] hours per normal working week, excluding break times⁷.

While the normal hours of work are as set out above, you will be expected to devote such time and attention to the business of the Firm as is necessary for the proper performance of your duties. Due to the nature of your position, this may include evening or weekend work where necessary. You will not be entitled to overtime in respect of any such additional hours of work.

6. Salary reviews and appraisal

Your initial salary will be [€] gross per annum, payable [weekly/monthly] in arrears, on the last working day of the [week/month] by cheque or by credit transfer, after the deduction of PAYE, PRSI and all other lawful authorised deductions.

5. Note that the probationary period does not necessarily have to be 6 months, nor does it have to be extended. However it is advisable that a probationary period (including, where applicable, any extension of the probationary period) should not exceed 1 year's duration for the reason set out in footnote 6.

6. Note that the *Unfair Dismissals Act 1977* as amended normally does not apply to an employee who is dismissed during a period of probation or training provided that the employment contract is in writing, the duration of the probation or training is 1 year or less and is specified in the contract.

7. Section 3(1A) of the *Terms of Employment (Information) Act 1994* as amended required an employer, within five days of the commencement of an employee's employment, to provide a statement in writing to the employee in which the employer informs the employee of, among other things, the number of hours (i) per normal working day and (ii) per normal working day that the employer reasonably expects the employee will work.

The Firm reserves the right to deduct from your wages any sums due to it from you, and by signing this contract you hereby agree to any such deduction.

As a general rule, salaries are fixed at the time of employment and are subject to review as a discretion of the Firm **EITHER** [on the anniversary of commencing employment with the firm] **OR** [on a fixed annual date, ie every April and implemented from the following 01 June].

Details of any increases in salary will be notified to you.⁸

Salary and/or appraisal reviews will take place with reference to the following:

- (a) the performance, commitment and level of responsibility of the employee;
- (b) promotion or other alteration of status; and
- (c) the prevailing economic conditions.

Such reviews will be conducted by either the Managing Partner or the Head of your Department, as the case may be.

For the purposes of the *National Minimum Wage Act 2000* as amended your pay reference period is "monthly". You are entitled to seek a statement of your average hourly rate of pay as provided by (and subject to the conditions set out in) section 23 of the *National Minimum Wage Act 2000*.

7. Membership of professional bodies⁹

The Firm shall pay your subscription fees to appropriate professional bodies having regard to the nature of your duties. The Firm will pay for your practising certificate on an annual basis. Should you leave employment during the course of a year the Firm may, at its discretion, seek recovery of the cost of providing same for the remainder of the year.

8. Annual leave

The holiday year of the Firm runs from [1st of April to the 31st of March]¹⁰. In accordance with the *Organisation of Working Time Act 1997*, your holiday entitlements shall be [four working weeks]¹¹ paid leave. Except in special circumstances, no more than [10] working days can be taken together at any one time. [A certain number of your annual leave days may be designated dates set by the Firm when the office is closed during the Christmas and Easter holidays. You will be given notice of these days in advance.] In addition, you will be entitled to public holidays and any additional holidays as the Firm may decide from time to time.

8. Best practice would dictate that any changes to salary should be confirmed in writing.

9. This is at the Firm's discretion. In the alternative, separate agreements could be entered into in relation to such membership and the pro rata clawback of fees should the employee leave during the course of a subscription year.

10. The timing of the annual leave is up to the Firm to determine and could be calculated according to each calendar year in the alternative.

11. This is the minimum entitlement. You can agree to providing more.

Annual leave should only be taken where agreed in advance with the Head of your Department.

If you start or leave your employment during a holiday year, your annual leave entitlement in that year will be calculated pro-rata at the rate of days for each complete month of service. Annual leave may not be carried forward from one year to the next without the express prior permission of the firm. Failure to take holiday entitlement in the appropriate holiday year will lead to forfeiture of any accrued holiday leave not taken without any right to payment in lieu thereof.

9. Pension

[The Firm does not operate a pension scheme. However, after 6 months in employment, access is available to a Personal Retirement Savings Account (PRSA). The Firm's PRSA providers are []. You have access to this account, should you wish to make contributions. The Firm will not make any contributions to the PRSA.]¹² **OR**

[The Firm operates a defined (benefits/contribution) employee pension scheme. Following satisfactory completion of your probation period, if you wish to participate in the scheme, you must notify [] in writing. With effect from your election to participate in the pension scheme, [[the Firm will contribute [] per cent of salary by way of contribution to the scheme on the basis that you agree to contributing [] per cent of salary. The Trustees of the pension scheme may require you to increase contribution levels where deemed necessary] **OR** [This is a non-contributory scheme].]¹³ This provision shall be in accordance with the Rules of the Scheme which may vary from time to time.

10. Retirement¹⁴

Your normal retirement age will be 66. This contract constitutes notice that your contract of employment will expire on that date (unless it has terminated at an earlier date) without the requirement of any further notice being issued to you. For the avoidance of doubt, if your employment terminates pursuant to this Clause, the Firm shall pay your remuneration and benefits up to and including the date of your 66th birthday and thereafter no amounts shall be due and owing from the Firm to you.

11. Illness/absence

In the event of your absence for whatever reason, you should contact one of the partners on or before 9.00 am on the day of the absence in question.

The Firm will pay your salary during the first [week] of any illness. Subject to you applying for all social welfare benefits to which you may be entitled, the Firm will thereafter pay the difference between what you receive from social welfare and your salary for a period of [8 weeks] in total during any calendar year¹⁵

12. Wording for firms who do not provide a pension scheme, but have a PRSA facility.

13. Wording for firms who operate a pension scheme.

14. Note requirement under the *Equality (Miscellaneous Provisions) Act 2015* that any compulsory retirement age must be objectively and reasonably justified by a legitimate aim.

15. This is optional. An employer is not legally obliged to pay any salary in respect of sick leave.

OR

All absences through illness of longer than [] days duration¹⁶ must be verified by production of a medical certificate. You are required to apply to the Department of Employment Affairs and Social Protection for sickness benefit, as soon as you become eligible for it. At present, sickness benefit is available from the Department, after six days continuous absence due to illness. If you are in receipt of salary from the Firm, the social welfare payment must be reimbursed to the firm. When you make application for the social welfare sickness benefit, you must complete the form on the basis that the Firm's name and bank details are inserted, and the payment is transmitted from the Department of Social Protection directly to the Firm. In that regard, please note that the Firm reserves the right to discontinue payment of salary at its absolute discretion following absence of more than one week.

[Please refer to the Firm's Illness/Absence Policy, which may change from time to time at the Firm's discretion. A copy of this policy will be provided to you within [] of your commencement date.

12. Maternity, parental, paternity, adoptive, carer's and force majeure leave

You will be entitled to maternity, parental, paternity, adoptive carer's and force majeure leave in accordance with the relevant legislation.¹⁷ You must give due notice of your intention to take any such leave in accordance with the provisions of the relevant legislation.

13. Exclusive employment

Whilst employed with the Firm, you will be required to devote your entire professional attention to duties with the Firm, and will not be permitted to take on other work, without written consent from [the Firm/Managing Partner/Partner managing your department]. Where you are in breach of this requirement, you may be subject to disciplinary procedures and potential dismissal.

14. Confidentiality

Any confidential information relating to the organisation, business, finance, assets, liabilities, results, transactions or dealings you may acquire or that may come to your knowledge during the course of your employment in connection with the Firm shall be kept secret and confidential by you while you are employed by the Firm or at any time thereafter.

An essential element of a solicitor's practise is the confidential nature of the work carried out for and on behalf of clients. You shall not during your employment with the Firm or at any time thereafter:

- disclose any confidential information whether historical, current or prospective in relation to the Firm or its clients to any person or persons (except to those authorised by the Firm or as otherwise required by law);

16. Insert number as required. It is normal to request a certificate for absences longer than 3 days.

17. If paying in excess of the statutory entitlement (e.g. in respect of maternity leave), this should be specified.

- use for any purpose or purposes any confidential information acquired by you as a result of your employment with the Firm other than on behalf of the Firm;
- or, through any failure to exercise all due care and diligence, divulge confidential information of the Firm, including, in particular, lists or details of clients of the Firm, or information relating to the clients of the Firm, or in respect of which the Firm is bound by any obligation of confidence to a third party.

All notes, documents, records, memoranda, and writing made, received or obtained by you on any matters relating to the organisation, business, finance, customers, suppliers, clients, dealings or affairs of the Firm shall be treated as confidential and shall remain the property of the Firm and shall be delivered by you to the Firm immediately upon request.

Breach of this clause will be considered a material breach of this contract, and if it arises during the course of your employment, shall be a potentially gross misconduct issue for disciplinary purposes.

15. Comments to press/media

You shall not be permitted to discuss with the press or other media, issues concerning the Firm and its activities unless you are appointed as an authorised spokesperson for the Firm or you have been given specific permission to comment on any such matter. You may not comment to the press/media about any matter pertaining to the work that the Firm undertakes or any of its clients without the express permission, which should be in writing, of the Managing Partner of the Firm.

16. Intellectual property

The copyright and all other intellectual property rights for any concept (s) developed by you in connection with your employment shall be the property of the Firm. For projects of particular sensitivity, you may be required to sign special confidentiality agreements.

17. Restrictive covenants

During the lifetime of this Agreement and for a period of []¹⁸ from the termination of this contract of employment (for any reason whatsoever), you shall not on your behalf, or on behalf of any person, firm or company, directly or indirectly, without the prior written consent of the Firm:-

- (a) solicit or endeavour to solicit or entice away from the Firm or employ any person who has at any time in the 12 month period preceding the date of termination of employment been engaged or employed by the Firm;
- (b) solicit/canvass or endeavour to solicit/canvass or entice away from the Firm any client who has at any time in the 12 month period preceding the date of termination of employment been a client of the Firm;

18. The period inserted must be an objectively justified period of time that is necessary to protect the firm's business and to get a new employee into place. The courts as a matter of public policy will not allow companies or firms to enforce lengthy or otherwise unreasonable restrictive covenants particularly where the covenant would effectively not allow the employee to earn his/her livelihood. Firms should take particular care only to include restrictive covenants in employment contracts where those covenants are reasonable in the particular circumstances of each contract.

[(c) be engaged, concerned or interested in any capacity in any business wholly or partly in competition with the Firm within the restricted area of []¹⁹].

18. Grievance, Disciplinary and Dignity at Work Procedures and Codes of Conduct

The Firm's Grievance, Disciplinary and Dignity at Work Procedures and Codes of Conduct are set out in the [Firm's Policies and Procedures Document] which is available [specify where available for employee inspection]. You should read the document and familiarise yourself with the codes and procedures that apply to your employment.

19. Internet and Email Policy

The Firm's Internet and Email Policy are set out in the [Firm's Policies and Procedures Document]] which is available [specify where available for employee inspection]. You should read the document and familiarise yourself with the Policy. Breach of this Policy is a serious disciplinary matter.

20. Health and safety

You are required to comply with the Firm's policy and rules relating to health and safety at work, as set out in the Safety Statement [and the Firm's Policies and Procedures Document]] which is available [specify where available for employee inspection].

21. Data protection

The Firm will collect, retain and process your personal data (including your sensitive personal data) about you on computer and in manual files/paper files. This data will only be used to efficiently manage the business of the Firm; so that we can monitor our compliance with the law and best practice; for staff administration purposes and for other legitimate purposes consequent to your employment with the Firm. For these purposes, it may be from time to time necessary to disclose relevant personal data to third parties, including (but not limited to) payroll processors, pension brokers/trustees, or insurers. It may also be necessary to process data in order to comply with any legal or regulatory obligations. The Firm will process all personal data in accordance the *Data Protection Acts 1998 and 2018*, and the *General Data Protection Regulation*. Should your personal circumstances change, you should notify the Firm immediately of any changes in your personal data.

22. Suspension from employment

In the event of suspected or alleged misconduct, you may be suspended in order for the Firm to consider and investigate the allegation and decide what action or procedure it would be appropriate to adopt. Your normal remuneration will be paid to you during any suspension. Suspension in these circumstances is not a predetermination of any investigation or other process.

23. Termination without notice

Your employment may be terminated without prior notice for the following reasons:

19. The restricted area should be defined geographically (e.g. county/or within a specific kilometre radius). Questionable as to whether a clause such as this would stand up to a challenge.

- (a) where you are guilty of serious incompetence or wilful neglect of duty or serious misconduct or serious negligence or commit any other serious breach of this contract; where you offend in a serious or sustained fashion against the Firm's disciplinary/performance/operating standard;
- (b) where you are incompetent/unwilling/unavailable to perform satisfactorily the tasks assigned to you;
- (c) if you are convicted of any criminal offence which in the reasonable opinion of the Firm may affect your position and/or the reputation of the Firm;
- (d) where the Law Society suspends or restricts your Practising Certificate or fails to issue you with a Practising Certificate for any reason;
- (e) where any adverse finding is made by any regulatory body, committee or Court against you personally irrespective of your professional conduct;
- (f) for other substantial reasons justifying dismissal without notice.

In the cases outlined above, determination will only take effect after a full and fair hearing of the issues involved. The procedures to be followed are those set out in the Firm's Disciplinary Procedure. Subject to any further or different procedure that may be set out in the Firm's Disciplinary Procedure the following principles will apply.

- (a) You shall be given details of the allegations giving rise to disciplinary procedures being considered.
- (b) You will be asked to respond in writing to all allegations.
- (c) The Firm shall consider such response and if the response is not found adequate we will invite you to attend a meeting to show cause why a sanction from a first warning up to your dismissal should not take place. You will be entitled to be supported at such a meeting by a colleague.
- (d) The Firm shall consider all allegations and responses fairly and will only make decisions after having fully considered any evidence you might give or representations made on your behalf.
- (e) Any decision of a sanction up to and including a dismissal will be communicated in writing as soon as practicable.
- (f) The Firm may impose a lesser sanction than dismissal if same is merited. Such a decision could involve a period of unpaid suspension for a period of time not exceeding four weeks.
- (g) You will have an opportunity to appeal any sanction up to and including your dismissal to the Managing Partner.

24. Termination with notice

Notwithstanding any other provision of this contract, following the probationary period, your employment may be terminated by either party giving to the other []²⁰ months notice in writing] **OR** [the notice required to be given pursuant to the *Minimum Notice and Terms of Employment Act 1973* as amended.]²¹ **OR**

[Notwithstanding any other provision of this contract, your employment may be terminated during its term (by either party giving to the other) [] months notice²². For the avoidance of doubt, you will not be entitled to any compensation in respect of the balance of the term in the event of early termination of this agreement.²³]²⁴

The Firm reserves the right to pay you in lieu of notice and/or require you to cease attending at work during a period of notice.

25. Pay on termination

On termination of your employment you will be entitled to pay calculated as a proportion of one month's/week's salary for any days worked since you were last paid plus payment for any days holidays accrued but not taken.

26. Post-termination obligations

On termination of your employment with the Firm, you will forthwith return to the Firm in accordance with its instructions all equipment, correspondence, records, software, notes, reports and any other documents and any copies thereof and any other property belonging to the Firm including (but not limited to) keys, credit card(s), equipment and security passes which are in your possession or control.

27. Terms of Employment (Information) Act 1994

The provisions of this contract shall constitute notice to you of your terms and conditions of employment as are required to be given to you under the Terms of Employment (Information) Act 1994 as amended.

There is no registered employment agreement, sectoral employment order, employment regulation order or other collective agreement that applies to your employment or that directly affects the terms and conditions of your employment.

28. Severance

You hereby acknowledge and agree that each clause of this contract and every part thereof are entirely separate and independent and that they are severable and enforceable accordingly, and that the duration of extended application of each clause and every part

20. Insert the required notice period. One to three months is standard notice period depending on level and speciality of the role.

21. Wording for permanent contract.

22. Insert the required notice period. One to three months is standard notice period depending on level and speciality of the role.

23. It is vital that this sentence is added to the contract where the employment is for a fixed term or specified purpose in order to avoid any confusion in the event that such a contract is terminated before the expiry of the term

24. Wording for fixed term or specified contract.

thereof is no greater than is reasonable and necessary for the protection of the legitimate interest of the Firm. Should any part thereof be judged by any court of competent jurisdiction to be void or unenforceable but would be valid if part of the wording is deleted or a period reduced, the said clause or part thereof shall still apply within the jurisdiction of that court with these modifications as may be necessary to make it valid and enforceable and shall be deemed to have been amended accordingly.

29. Governing law and jurisdiction

This employment contract shall be governed by and in accordance with the laws of Ireland and the courts of Ireland which will have exclusive jurisdiction to deal with all disputes arising from this Agreement.

30. Change to your terms of employment

The Firm may make reasonable changes to your terms and conditions of employment as the needs of the business dictate. You will be given reasonable notice of such changes²⁵

If you are satisfied with these terms and conditions you should sign the attached duplicate contract where indicated and return same to [me/to the Firm].

[I Am/We are] delighted that you have decided to join [me/us], and [I/we] look forward to a long and happy working relationship.

Yours sincerely

on behalf of The Firm

Dated [] day of 20[]

I have read, understood and confirm that I accept employment with [] subject to the terms and conditions referred to above.

Signed: _____

Dated: _____

25. This reservation may be included but needs to be exercised with caution, as consent is required for any change other than simply a work practice.