

ANNEX 1

WRITTEN UNDERTAKING OF TERMS OF EMPLOYMENT

1. **Name of Employee**

2. **Name of Employer**

3. **Address of Employer**

4. **Place of Work**

5. **Nature of work/duties**

6. **Date of commencement of employment**

Duration of agreement _____

Rate of Remuneration € _____ per Week/Month/Other
(please specify)

Minimum Wage Pay Reference Period: Every employer must select a pay reference period for each individual employee. A pay reference period may be a week, a fortnight but can be no longer than a calendar month. In order to calculate the average hourly rate of pay for the purposes of the National Minimum Wage legislation, the gross reckonable pay earned by an employee in a pay reference period is divided by the employee's working hours in that pay reference period and must not be less than the minimum hourly rate of pay entitlement of the employee.

7. **The hours worked per week will amount to _____ hours**

Note: A minimum of 30 hours per week shall be guaranteed to private domestic employees of accredited members of a Mission taking up employment in Ireland as of 23 October 2015.

8. **Overtime payments of € _____ per hour will be paid where hours worked exceed that at 7 above.**

9. All payments must be made by cheque or by electronic transfer to the employee's bank account. Neither the employer nor their family members should have access to the employee's bank accounts. The employee will make available relevant records, including bank statements, of payment of wages over a period of up to three years on request to Workplace Relations or the Department of Foreign Affairs and Trade.

10. In addition, the employer is to pay for the employee's return travel upon termination of the employment, regardless of the reasons the employment was terminated. 'Return travel' refers to travel from Dublin to the country of permanent residence of the employee (usually where the employee lived before taking up his or her position).

11. **(a) Paid Holiday/leave entitlements will be as follows:**

(b) Incapacity for work/sickness/sick pay arrangements:

12. **Agreed rest periods will be as follows (*please specify*):**

For information: statutory Rest Periods for employees:

- A daily rest period of 11 consecutive hours per 24 hours.
- A weekly rest period of 24 consecutive hours per seven days following a rest period of 11 hours.
- A 15-minute break if working 4.5 hours.
- A 30 minute break if working 6 hours (which may include the earlier break)

Material on public holidays/rest breaks are in "Employment Law Explained" (pgs 19-21 in particular refer): Link below:

http://www.workplacereactions.ie/en/Publications_Forms/Employment_Law_Explained.pdf

13. **Period of notice to be given before terminating employment**

(a) by employer to employee

(b) by employee to employer

14. **Employer:**

- (a) I confirm that I have no objection to meeting with an Inspector from Workplace Relations to discuss this employment should the need arise. I would have no objections to the employee meeting with an Inspector from Workplace Relations should the employee so wish and I agree to provide, on request, employment records, including terms and conditions of employment, records of payment of wages and records of the starting times, hours worked each day and each week and leave granted to employee for up to three years in respect of the employee.
- (b) I confirm that I will comply with all the relevant Irish employment law.
- (c) I confirm that I will arrange to pay for the employee's return travel upon completion of assignment or termination of the employment, regardless of the reason the employment was terminated. 'Return travel' refers to travel from Dublin to the country of permanent residence of the employee (usually where the employee lived before taking up his or her position).
- (d) I confirm that I will take out and pay health and accident insurance providing coverage 24 hours per day for the employee.
- (e) I confirm that the employee will retain sole possession of his/her passport at all times.

Set of signed originals held by both parties below:

Employer: Signed: _____ **Date:** _____

Employee: Signed: _____ **Date:** _____