



UCD Hourly Administrative Contract

This contract is being concluded electronically. By ticking the Contract Acceptance Tick Box, you are expressly giving your electronic signature and indicating your consent to enter into this contract and that you fully accept this contract's terms. This Agreement constitutes notice of your terms and conditions of employment as required pursuant to the Terms of Employment Information Act 1994 (as amended).

This Agreement is dated **<Date >**

Parties

(1) Employee **«Title» «Forename» «Surname»**
«Address1»
«Address2»
«Address3»
«Address4»
«Address5» (the "Employee"/"you")

(2) Employer: University College Dublin registered at Belfield Dublin 4 ("UCD").

1. Date of Commencement

- 1.1 Subject to the pre-conditions set out below, your employment with UCD commences **<Effective Date>**
- 1.2 No employment with a previous employer will count towards your period of continuous employment with UCD.

2. Pre-conditions

- 2.1 Your employment with UCD is conditional on the satisfaction of the following pre-conditions:
- 2.1.1 You warrant that you are entitled to work in Ireland without any restraints or any further approvals being required. You confirm that you will notify UCD immediately if you cease to be so entitled at any time during your employment with UCD.
- 2.1.2 You must be free from any obligations owed to a third party which might prevent you from starting work on the date mentioned below or from entering into a legally binding contract of employment with UCD.
- 2.1.3 You must comply with any request by UCD to complete in full the Garda Vetting process prior to or during your employment.

3. Nature of Position

- 3.1 UCD shall employ you and you shall serve UCD on an Hourly Administrative Contract for a period of **<Number>** weeks commencing on the **<Effective Date>** and ending on **<Effective Date>**

- 3.2 Given that this is a fixed-term contract of employment, the Unfair Dismissals Acts 1977-2015 (as amended) will not apply to a dismissal consisting only of the expiry of the term of this contract without it being renewed under this contract.
- 3.3 The objective grounds for issuing an hourly fixed-term contract rather than a permanent contract is to enable the provision of temporary Hourly Administrative support for the School/Unit of «School/Unit». Specifically, this post will assist with a wide range of administrative activities within the area to meet urgent business needs on a short-term basis (no longer than 13 weeks except in the exceptional circumstance mentioned above). This fixed-term contract supports the legitimate objective of UCD to provide short-term supplementary administrative resources to schools/units, helping meet operational and resourcing demands within a defined period in a timely manner. This temporary resource is required until the end date, and as such, the contract will automatically conclude on the end date without any further notice to either party.
- 3.4 This contract may be terminated in writing before the End Date by either party in accordance with the notice periods set out in the Minimum Notice and Terms of Employment Acts 1973-2005. In such circumstances, UCD may elect to pay you in lieu of part or all of your notice period.
- 4. Job Duties**
- 4.1 You will be employed on an Hourly Administrative Contract, as an Hourly Paid Administrator in which capacity you will be required to perform such duties consistent with your position as may from time to time be assigned to you.
- 4.2 You will report to the Head of your School/Unit (approver 2) and your Line Manager (approver 1), or their nominee.
- 4.3 Your appointment on an Hourly Administrative Contract is fixed-term, and no warranty or representation regarding further or other employment is hereby given.
- 5. Rate of pay**
- 5.1 Your gross hourly rate of pay will be € <rate_of_pay>
- 5.2 Subject to completing an online claim form on UCD's Employee Self-Service portal, you will be paid monthly in arrears for hours worked by direct credit transfer to either a bank or building society account on the last working day of the month, details of which must be supplied on request. Pay will be liable to deductions in respect of such taxes or levies as may, for the time being, be in force. Changes in public sector pay policy occurring during the period of this contract will be applied to your remuneration as appropriate.
- 5.3 You will be notified, in writing in your online payslip, each month of your gross and net remuneration and of the nature and amount of all deductions. For the purposes of the National Minimum Wage Act 2000, the pay reference period shall be a month.
- 5.4 You may, under section 23 of the National Minimum Wage Act 2000, request from UCD a written statement of your average hourly rate of pay for any pay reference period (other than your current pay reference period) falling within the twelve month period immediately preceding the request.

- 5.5 By signing this agreement, you agree that UCD is entitled to deduct from your pay, or any other sums owed to you, any money owed to UCD by you (including but not limited to any overpayment of wages or holiday pay or any outstanding loan).

6. Hours of Work

- 6.1 Your guaranteed minimum number of daily and weekly hours of work will be «hours of work». These hours will be worked over <number> of weeks. The actual allocation of these hours of work will be agreed with your line manager.
- 6.2 In order to meet the operational requirements of your school/unit, you may from time to time be requested to work additional hours other than your minimum hours during the standard business hours. Any additional hours assigned outside of the minimum hours shall be provisionally allocated at the discretion of UCD from time to time on the basis of staff availability, with days and time to be allocated by your Head of School/Unit, or nominee, and are in no way guaranteed. Any additional hours will be discussed and are subject to your agreement in advance of carrying out same. UCD will seek to provide you with as much notice as possible in advance of working any additional hours outside your normal hourly of work, but in any case you will be notified at least 24 hours in advance of the proposed working day unless circumstances, which could not reasonably have been foreseen, arise that justify UCD in requiring you to start or finish work or, as the case may be, to work the said additional hours at those times. Such notice will state the times at which you will be required to start and finish working the additional hours on each day, or, as the case may be, the day or days concerned, of that week. No additional hours should be performed without the express prior approval of your Head of School/Unit, or nominee.
- 6.3 You will be paid for any additional hours worked.

7. Place of Work

Your principal place of work will initially be UCD's premises at Belfield. You may however, with due notice and consultation, be required to work at any premises, which UCD currently has or may subsequently acquire or at any premises at which it may from time to time provide services.

8. Annual Leave

- 8.1 Persons employed on an Hourly Administrative Contract are entitled to holiday pay in accordance with the terms of the Organisation of Working Time Act, 1997, calculated on the basis of 8 percent of hours worked, subject to a maximum of 4 working weeks. Untaken annual leave will be paid on termination of employment.

9. Sick Leave

- 9.1 If you are unable to attend work due to illness, you should inform your Line Manager immediately.
- 9.2 Your statutory sick leave entitlements are in accordance with Sick Leave Act 2022. You may have entitlements to Illness Benefits or other allowances from the Department of Social Protection.

10. Termination Without Notice

- 10.1 UCD may terminate your employment with or without notice before the expiry of the fixed term if you:
- 10.1.1 Are guilty of misconduct;
 - 10.1.2 commit any serious or material breach or a series of breaches of any of the provisions of this letter or refuse or neglect to comply with any reasonable and lawful direction;
 - 10.1.3 are guilty of dishonesty or wilful neglect in the performance of your duties ;
 - 10.1.4 are convicted of any criminal offence (other than a road traffic offence which does not result in a custodial sentence) which in the reasonable opinion of UCD may affect your position with or UCD's reputation;
 - 10.1.5 are guilty of any conduct tending to bring you or UCD into disrepute;
 - 10.1.6 for any reason become in the opinion of UCD incapable of performing your duties;
 - 10.1.7 neglect or fail or refuse to properly carry out your duties ;
 - 10.1.8 misconduct yourself in such a way that in the opinion of UCD renders you unfit to continue as an employee;
 - 10.1.9 cease to be eligible to work in Ireland.

11. Obligations on Termination

- 11.1 Upon the termination of your employment (however arising) you shall:
- 11.1.1 immediately deliver all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) and any other property of UCD which is in your possession or under your control to your manager;
 - 11.1.2 if requested by the manager, provide a signed statement that you have complied fully with your obligations under this clause and provide such reasonable evidence of compliance as UCD may request;
 - 11.1.3 not make any statements which are derogatory or disparaging of UCD and/ or its Board members; students; employees and consultants.
 - 11.1.4 not use or adopt or purport to use or adopt the name of UCD for any purpose.

12. Pension

- 12.1 You may wish to contribute to a Personal Retirement Savings Account (PRSA). Irish Life is UCD's chosen Standard PRSA provider. Further details available on [UCD PRSA](#).

13. Confidentiality and Intellectual Property

- 13.1 UCD is obliged to maintain confidentiality in certain aspects of its work. It is your duty to observe such confidentiality. This restriction shall continue to apply after termination of this appointment.
- 13.2 You are bound by the policies and procedures adopted by UCD on intellectual property and campus companies.

14. Grievance and Disciplinary Procedures

- 14.1 Your employment will be subject to probation for a period of 1 month (which may be extended by a further period of 2 weeks if required) following commencement of your employment with UCD. During the course of the probation period, the disciplinary procedure shall not apply.
- 14.2 Subject to clause 15.1, you are subject to our disciplinary and grievance rules and procedures. You are entitled to invoke grievance procedures as are collectively agreed from time to time. Copies of the grievance and disciplinary procedures are available from our HR Department. These rules and procedures do not form part of your contract of employment.
- 14.3 UCD shall have the power to suspend you, to impose disciplinary sanctions, and to terminate the appointment in accordance with such disciplinary/dismissal procedures as are collectively agreed from time to time and subject to any applicable employment legislation.

15. Other Staff Policies and Procedures

Further comprehensive information on conditions of employment and staff policies and procedures is detailed in the UCD HR web site at <https://www.ucd.ie/hr/a-z/> under Policies. All staff should familiarise themselves with the web site as they accept the contents and any documented changes which arise for operational or legislative reasons.

16. Short-time and Lay-Off

In the event that you are placed on lay off or kept on short time, as defined in the Redundancy Payments Act, 1967 (as amended), you shall have no right to any remuneration in respect of any period of such lay off/short time.

17. Collective Agreements

- 17.1 There are no Collective Agreements which apply to this contract of employment. Certain aspects of the Public Service Agreements may apply to your employment from time to time.

18. Training

You are required to participate in all mandatory training deemed necessary by UCD for your position, your manager will advise you on what training is required

19. Miscellaneous

- 19.1 This Agreement and any document/agreement referred to in it constitutes the whole agreement between the Parties in relation to your employment by UCD and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between us.
- 19.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 19.3 The Employer reserves the right to make changes to your terms and conditions of employment from time to time.

20. Signatures

Head of School/Nominee Contract Approval Tick Box [X] _____ Date: _____

I accept and understand the terms and conditions of this appointment as outlined above.

Employee Contract Acceptance Tick Box [X] _____ Date: _____