

Harmonics Terms of Engagement for Temporary Workers

1. Definitions

In these Terms of Engagement the following definitions apply. "Assignment" means period during which the Temporary worker is supplied to render services to the client. "Client" means the person, firm or corporate body requiring the services of a Temporary Worker. "Employment Business" means Harmonics Ltd. Unless the contract otherwise requires references to the singular include the plural and reference to the masculine include the feminine and vice versa. The headings contained in these terms are for convenience only and do not affect their interpretation.

2. The Contract

These terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all assignments undertaken by the temporary worker. However, no contract shall exist between the employment business and the temporary worker between assignments. For the avoidance of doubt, these terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the employment business is required to make statutory deductions from the remuneration in accordance with clause 4.1. No variation or alteration of these terms shall be valid unless approved by the Employment Business in writing. Each assignment shall constitute a separate contract for services for the temporary specified purpose and for the period of the assignment. Unless otherwise agreed in writing each such contract shall operate under these terms.

3. Assignments

The Employment Business will endeavor to obtain suitable Assignments for the Temporary Worker. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment the start date for the relevant period under the "Organisation of Working Time Act 1997" shall be the date on which the Temporary Worker commences the first Assignment. Double Employment is not permitted under the "Organisation of Working Time Act 1997" where the total aggregate of hours exceeds the legal maximum.

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4. Remuneration

The Employment Business shall pay to the temporary worker remuneration calculated at a minimum hourly rate of 8.65 per working hour as notified by the employment business. The actual rate will be notified on a per assignment basis for each hour worked during an assignment (to the nearest quarter of an hour) to be paid weekly in arrears, subject to deduction of PRSI and Income Tax and any other deduction which the Employment Business may be required by law to make. At the end of each week of an Assignment, the Temporary Worker shall deliver to the Company a duly completed timesheet, signed by an authorized representative of the Client, no later than 2pm on a Friday. Save for any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of Holidays, Illness or Absence for any other reasons unless otherwise agreed. Certain assignments require the provision of overalls, hats, safety work wear etc. These may or may not be supplied by the Employment Business free of charge and the cost of cleaning or replacing such items so allocated may or may not be charged to the Temporary Worker.

5. Statutory Leave

For the purpose of calculating entitlement to leave under this clause, the "leave year" commences on the date the temporary worker starts an assignment. Annual Holiday entitlements will be in accordance with the Organisation of Working Time Act 1997.

Leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the year. The amount of payment to which the temporary worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of standard hours which he/she works on assignments.

When the temporary worker wishes to take any leave to which he/she is entitled, he/she should notify the Employment Business in writing of the dates of the intended absence.

Public / Bank Holidays will be paid when 40 hours have been worked in the five weeks preceding the week ending prior to the Public or Bank Holiday

None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker status as a self employed worker.

6. Sick Leave

Sick leave is unpaid.

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7. Health & Safety

During your employment you must comply with the Health and Safety regulations of the Client to whom you are assigned. If there are any matters regarding your health and safety whilst in the workplace of the client which cause you concern, you are required to notify the Employment Business who will endeavor to resolve the issue with the client.

8. Conduct of Assignment

The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if He/She does so, during every Assignment and afterwards where appropriate he / she will:

1. Co-Operate with the clients staff and accept the direction, supervision and control of any responsible person in the clients.
2. Observe rules and regulations of the client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain.
3. Conform to normal hours of work at the client's establishment, unless arrangements have been made to the contrary.
4. Take all reasonable steps to safeguard your own safety and the safety of any other person who may be presented or affected by your actions on the assignment and comply with the Health & Safety policies of the client.
5. Not engage in any conduct detrimental to the interests of the client.
6. Not divulge to any person, nor use for your own or any other persons benefit, any confidential information relating to the client's or Employment Business employees, business affairs, transactions or finances.

Method of Payment

Your wages are transferred directly into your bank account a week in arrears on a Friday or by cheque on Thursday. Payslips or cheques will be delivered to you on site at your place of assignment or sent out in the post if you are not on an assignment that week.

9. Notice & Termination

Each contract for services shall terminate at the end of each individual assignment. If and when the temporary worker is placed on another assignment the worker shall be deemed to have entered into a new contract for services with the Employment Business under the same terms as set out in the agreement. The engagement of a temporary worker on an assignment may be terminated where the client requests the employment business to terminate the assignment and shows good reason for such request. The employment business shall endeavor to mediate any matters at issue between the client and the temporary worker.

10. Law

These terms are governed by Irish Law and are subject to the exclusive jurisdiction of the Irish Courts.

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Grievance Procedure

If you have any grievance relating to your employment or if any issue or dispute should arise, you are required to raise the issue with your immediate Harmonics Manager and you may be required to put the matter in writing. Your Manager shall consider the matter and shall then notify you of his/her decision. If you are dissatisfied with the decision of your Manager, you may appeal his/her decision to a director of the company. You may be accompanied by a fellow worker or union representative in connection with this appeal.

Disciplinary Procedure

Infringement of a term of your Terms of Engagement, express or implied may lead, depending on the gravity of the breach, to an informal or a formal warning, suspension with or without pay, transfer to other duties and loss of privileges. Ultimately, persistent breaches or inadequate work performance is likely to lead, following warnings, to dismissal. In certain grave cases the circumstances may warrant instant dismissal. The following rules and guidelines should be noted.

The list of breaches of discipline is given for general guidance, but is not exhaustive. Disciplinary Rules are of necessity flexible and where there has been a breach of discipline, each case is considered on its own merits before any disciplinary action is taken.

1. Summary dismissal (dismissal without notice or pay in lieu of notice) may be necessary in case of gross misconduct. For guidance, the following are examples of the offences which will normally result in summary dismissal. It is emphasised that this is not an exhaustive list.
 - 1.1 Serious breach of safety.
 - 1.2 Acts of violence, including physical assault, sexual or racial harassment, abusive or threatening behaviour, drunkenness, or taking of non-prescribed drugs in such a way as to impair the ability to carry out work.
 - 1.3 A criminal offence committed at work other than a minor road traffic offence committed in the course of the Employment, or an offence committed outside work which is incompatible with the Employee remaining in employment.
 - 1.4 Falsification of information or references on appointment.
 - 1.5 Unauthorised absence.
 - 1.6 Unauthorised use or disclosure of confidential information or business matters relating to the Company, its clients, temporaries or applicants.
 - 1.7 Acceptance of any bribe, secret profit or unauthorised commission.
 - 1.8 Any conduct tending to bring the Company or the Employee into disrepute or which results in the loss of custom of a client, temporary or applicant or a loss of business.
 - 1.9 Working for or assisting a competitor of the Company or seeking to establish a business which is likely to compete with the Company.
 - 1.10 Refusal to obey a lawful instruction in connection with the Employment.

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Disciplinary Procedure

- 2 The following are typical examples of breaches of discipline which do not result in summary dismissal. The Employee's first offence will usually result in a verbal or written warning as appropriate. Repetition of offences following a warning could lead to a written warning or a final written warning as appropriate. Thereafter any repetition will result in dismissal. It is again emphasised that this is not an exhaustive list.
 - 2.1 Poor job performance.
 - 2.2 Poor time-keeping.
 - 2.3 Failure to comply with any other conditions in the Terms of Engagement.
 - 2.4 Unseemly or disruptive conduct.
- 3 Failure to observe good discipline (save in cases where summary dismissal is warranted), safety directives and site rules will be addressed taking the following steps:

STEP 1: Verbal Warning (recorded)
STEP 2: 2nd Verbal Warning (recorded)
STEP 3: Written Warning
STEP 4: Dismissal.

Depending on the seriousness of the breach STEP 1, STEP 2 and STEP 3 may be by-passed.
- 4 The Employee may appeal in accordance with our Grievance Procedure against any disciplinary action taken against him/her.