



Independent News & Media (Northern Ireland)

BELFAST TELEGRAPH • SUNDAY LIFE • COMMUNITY TELEGRAPH

A division of Independent News & Media Ltd

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

ISSUED TO

AS AT

11TH MAY 2011

1. JOB TITLE

Your appointment will be as Journalist within the Editorial Department of Independent News & Media (Northern Ireland). All employment matters will be dealt with by:

Personnel Director
Independent News & Media (Northern Ireland)
124/144 Royal Avenue
BELFAST

You have responsibility, under your Departmental Manager's direction, to strive to ensure continuity of publication at all times and you acknowledge this as a fundamental term of your contract.

2. LOCATION

You will be based at the premises of Independent News & Media (Northern Ireland) at Royal Avenue, Belfast.

Although this will be your main base, business needs may require you to work from one of our other offices on occasion.

3. DATE OF COMMENCEMENT

Your date of commencement with the Company is xxxxx This date will be used in all references to continuous employment.

4. PROBATIONARY PERIOD

Your first three months of employment will be deemed as probationary period, at the end of which a full review of your performance to date will be actioned by your Manager.

Where a further period of review is deemed necessary by your Manager, the Company reserves the right to extend your probationary period.

During the probationary period notice of termination of your employment will be one week.

5. HOURS OF WORK

Your hours of work will be 37.5 hours per week excluding meal breaks.

It is in the nature of the work that in order to fulfil all business requirements, flexibility in working outside of your normal hours may be necessary.

6. REMUNERATION

- a. You will be paid at the rate of £xxxxx per annum in 12 equal monthly instalments.
- b. This will be paid directly into your bank or building society account by credit transfer.
- c. It will be reviewed by your Departmental Manager under the terms of the Annual Salary Review with effect from 1 January each year.
- d. The Company reserves the right to make deductions from your salary in respect of any monies owed to the Company, eg overpayment of salary, expense advance, etc.

7. HOLIDAY ENTITLEMENT

As from the commencement of the next full calendar year, your annual paid holiday entitlement will be 5 weeks plus 8 statutory and public holidays. The Company holiday year runs from January to December.

The above entitlement is inclusive of all local/public holidays and days off in lieu. Authorisation must be sought from your Manager for all holidays, and no part of your entitlement may be carried over from one holiday year to another. The only exception to this will be with the express written permission of your departmental manager.

All holidays will be paid at your basic rate of pay.

If you leave the Company either voluntarily or by dismissal, you will receive payment in lieu of that part of the annual entitlement which has been earned by the departure date, less actual holidays already taken. Should your holidays taken be in excess of your entitlement for the length of service, a monetary deduction will be made from your final salary.

8. TERMINATION OF EMPLOYMENT

You may terminate your employment by giving one month's notice in writing.

Except in the event of gross misconduct warranting summary dismissal, the Company may terminate your employment by the giving of one month's notice, in writing or by such longer period as is required by law.

Notice given by either party may take effect from any day of the month.

9. ABSENCE FROM WORK

If you are at any time incapacitated by illness or accident from performing the duties of your appointment, you should comply with the procedures of the Company Sick Pay Scheme. When you are absent on account of illness you will be paid in accordance with the provisions of the Scheme.

10. DISCIPLINE

Your immediate superior has the responsibility for maintaining discipline within his/her area of control. Isolated, minor breaches of discipline are to be dealt with on an informal basis. Major breaches of discipline and cumulative minor breaches of discipline are processed within the formal Company Discipline Procedure and as such may be recorded.

If you are dissatisfied with a disciplinary ruling, you may appeal to the next level of management. The Company reserves the right to suspend any employee with or without pay to enable the Company to conduct investigations into allegations of misconduct involving that employee.

11. GRIEVANCE

It is Company policy to resolve any problems you may have with your employment as quickly as possible by informal discussion between you and your immediate supervisor. If, however, you are not satisfied at this stage you have recourse to the formal Grievance Procedure. This allows you to take your grievance to a higher level of management.

12. PENSION

Membership of the Independent News & Media Group Pension Scheme is voluntary.

Employees are eligible to join after two months service, when details will be supplied.

13. RETIREMENT

The Company's normal retirement age is the 65th anniversary of birth. Retirement before this date for Pension Fund members is governed by the rules of the Fund.

14. MEDICAL

You must disclose any medical problems which may affect your ability to perform the work for which you have been appointed. Failure to do so, followed by a manifestation of a medical condition, of which you had prior knowledge before joining the Company, which could make it impossible for you to follow your employment, may render you liable to be dismissed.

The Company reserves the right to refer you to the Company Medical Advisor for examination in the event of absence through either sickness or injury.

15. HEALTH & SAFETY AT WORK

It is the policy of the Company to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees.

It is your responsibility to comply with the arrangements in the Health & Safety Policy and to take reasonable care of yourself and others who may be affected by what you do.

The Company's policy regarding Health & Safety at Work is available for inspection in the Personnel Department. First Aid equipment and materials are provided within the Company's offices and all employees are required to make sure they know where these are kept.

16. COMPANY PROPERTY

You have a duty to protect and keep safe any Company property or equipment, which is placed at your disposal for the purpose of your work. If Company property is damaged or lost as a result of negligence on your part, you may be required to make good the loss or damage.

17. RETURN OF COMPANY PROPERTY

It is a condition of employment that upon termination of your employment for whatever reason all property belonging to the Company is returned in a satisfactory condition. Such property will include any sales data, confidential information, keys, identity cards, computer equipment, Company vehicles, files, service records and any other documentation belonging to the Company.

18. RECORDS

It is your duty to inform the Personnel Department of any changes in your circumstances (eg address, marital status, next of kin, etc).

19. REDUNDANCY

In the event that you are made redundant, you will receive such statutory redundancy payment as is specified by law.

Any additional payment to be made will be determined at the sole discretion of the Company. There is no legal entitlement to any such additional payment.

20. DOCUMENTATION

Full copies of all rules and procedures referred to in this document are available for inspection from the Personnel Department.

21. CONFIDENTIALITY

You will not, without the express written consent of the Company either during the continuance of your employment or thereafter, make use or disclose for your own benefit or on behalf of any other person, firm or company any confidential information obtained by you during your employment relating to the business of the Company or any of its associated or subsidiary companies, or any person, firm or company with whom or with which the Company or any of its subsidiaries or associated companies has had dealings in the course of trade at any time during the continuance of your employment.

22. RIGHT TO SEARCH

The Company reserves the right to inspect and search any person, parcel, package, briefcase, handbag or motor vehicle on Company premises. Company motor vehicles may be searched at any time.

23. IDENTITY CARDS

It is a condition of your employment that you carry on your person an identity card issued by the Company at all times when you are on Company premises.

24. COLLECTIVE AGREEMENT

Your Terms and Conditions of Employment are not bound by any Collective Agreement. However, the Company has a Voluntary Recognition Agreement with an independent union for union members who are employed in your job title, further details of which are available from the Personnel Department.

25. WORK FOR OTHER EMPLOYERS

You must not undertake work (either paid or unpaid) for, nor be concerned in, any business which in the opinion of the Company is of a similar nature to or is competition with any aspect of this Company's business. Failure to comply with this Clause may lead to summary dismissal.

26. CHANGES TO TERMS AND CONDITIONS

This statement contains all the terms and conditions of your employment with this Company and replaces any previous agreement or arrangements, either written or oral.

The Company reserves the right to vary your conditions of employment from time to time after consultation.

Any change in the terms will be notified in writing to you or otherwise brought to your attention within one month of the change taking place.

27. CODE OF PRACTICE

You have a duty to maintain the highest professional and ethical standards. To this end you are required to comply with the Code of Practice for Newspaper and Magazine Publishing in the UK ratified by the Press Complaints Commission, 26th November 1997, a copy of which has been supplied to you.

28. COPYRIGHT

Unless otherwise agreed all copyright in work created by you in pursuance of or in association with your employment duties and during the currency of your employment contract is vested in the Company immediately upon its creation. Copyright includes design right and all electronic and allied rights in work (including but not limited to literary, artistic and photographic works and some typographical arrangements). All moral rights existing in such work are unconditionally and permanently waived by you.

Signed:
for Independent News & Media (Northern Ireland)

I accept and agree the terms and conditions of employment as set out above.

Signed: Date :