



POST OF BEACH LIFEGUARD CONDITIONS AND DUTIES OF EMPLOYMENT

This agreement is issued in accordance with the Terms of Employment (Information) Acts 1994 – 2001 and the Unfair Dismissals Acts 1977 – 2001

1. CHARACTER

Candidates shall be of good character.

2. QUALIFYING AGE

Applicants must be 17 years of age on 1st March of year in question

3. HEALTH

Each candidate must be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.

4. QUALIFICATIONS

Beach Lifeguard Certificate as awarded by Irish Water Safety, RLSS or equivalent.
Applicants renewing their Beach Lifeguard Certificate may also apply.

5. RECRUITMENT

Candidates will be required to (a) attend for interview, (b) display a proficiency in resuscitation, swimming ability and rescue techniques in oral and practical tests and (c) attend induction day(s) training and any further training as set out by Fingal County Council. Fingal County Council will not be responsible for the payment of any expenses incurred by candidates in presenting themselves for these tests or training.

6. JOB DESCRIPTION

Duties of Beach Lifeguard is to provide supervision of activities at public bathing places in Fingal in order to prevent drowning accidents and to provide emergency rescue service in the case of accidents.

You may be assigned to any beach during your employment.

Additional duties may be assigned to you by a designated person appointed by Fingal County Council and duties may change from time to time. You will be provided with a list of duties as part of your induction



training.

7. NATURE OF EMPLOYMENT

The post is temporary and may be whole-time or part-time to commence on Saturday 2nd June 2018 and cease on Friday 31st of August 2018.

Section 2(2) of the Unfair Dismissals Act, 1977 shall not apply to your dismissal on the expiry of this Contract of Employment, should it not be renewed nor to your prior dismissal on grounds of unsatisfactory service etc., should that circumstance arise.

8. REPORTING ARRANGEMENTS

Beach Lifeguards will report directly to the Water Safety Development Officer or to such other person as may be determined by the Council from time to time.

9. LOCATION

Fingal County Council reserves the right to roster you on any beach for duty in the administrative area. A beach and schedule will be allocated to each Beach Lifeguard by the WSDO each week.

10. RATE OF PAY

Successful candidates will be paid at the 6th point of the General Operative salary scale which is €12.45 per hour. An additional weekend differential rate is paid for working at weekends.

Salaries will be paid fortnightly by means of a credit transfer to a financial institution. Statutory deductions will be made as appropriate.

11. CESSATION/TERMINATION OF EMPLOYMENT

This temporary, fixed term employment shall commence and cease as per the outlined dates of the Bathing Season of the year in question.

However, notwithstanding that this is a temporary, fixed term contract Fingal County Council reserves the right to terminate your employment if you are unable to perform the work for which you are employed, as a result of incapacity, incompetence or misconduct, unsatisfactory service or attendance etc. In the event of such a termination the Council undertakes to give you one week's notice or, at the discretion of the Chief Executive, pay in lieu of notice. No notice will be given in circumstances justifying immediate termination of your employment. The appropriate period of notice set down in the Minimum Notice and Terms of Employment Act 1973-2001 will apply.



Section 2(2) of the Unfair Dismissals Act, 1977 shall not apply to your dismissal on the expiry of this Contract of Employment, should it not be renewed nor to your prior dismissal on grounds of unsatisfactory service etc., should that circumstance arise.

Likewise, should you decide to leave the Council, you are required to give one week's notice in writing.

Nothing in this agreement will prevent the giving of a lesser period of notice by either party where it is mutually agreed.

12. CONFIDENTIALITY

You shall not discuss or disclose any information of a confidential nature relating to Fingal County Council or its business or in respect of which the Council owes an obligation of confidence to any person during or after your employment except in the proper course of your employment or as required by law.

13. COUNCIL RECORDS/PROPERTY

You shall not remove any records belonging to the Council from the Council's premises at any time without proper advance authorisation. You will return to the Council upon request and, in any event, upon the termination of your employment, all records and property belonging to the Council which are in your possession or under your control.

14. CODE OF CONDUCT

You will be expected to abide by the staff rules, codes of conduct and dress as laid down by Fingal County Council.

15. GRIEVANCE AND DISCIPLINARY PROCEDURES

Fingal County Council and the main negotiating unions have agreed a procedure for dealing with grievance and disciplinary matters, which will apply to your employment.

16. ETHICS

You are expected to adhere to codes of practice and ethical matters as laid out in legislation through the Local Government Act, 2001 and through other legislative enactments or regulations with relevance to the duties for which you are employed.



17. EQUALITY

Fingal County Council is committed to a policy of Equality of Opportunity in its employment practices and has a positive action programme in place to realise this policy. Fingal County Council is also committed to the maintenance of a working environment free of all forms of harassment including sexual harassment and harassment on the grounds of gender, marital status, family status, age, religion, race, disability, sexual orientation and membership of the Traveller Community.

18. GOVERNING LAW

The contract of employment shall be interpreted in accordance with the laws of Ireland. Please note that statutory instruments governing employment legislation and any changes made therein may supersede the terms of this contract.

END - WSDO January 2018