

IE-EMPcon01

## **Employment contract: standard for any employee**

**Dated:** [\[Date\]](#)

**Name:** [\[Name\]](#)

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Schedule: Data Protection Act 2018 Compliance

[date]

[Company name] (the “Company” ■■■■ “■■■■ / ■■  
■■■”)

[Company address]

[employee name]

[employee address]

**The contract terms are:**

## 1. Start and continuity

[illegible]

1.1.1 your curriculum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ];

[illegible]

1.1.3 your statement that you have qualified as a [trade or profession] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ].

1.2. Your employment with the Company [starts / ■ ■ ■ ■] ■ ■ ■ ■ [■ ■ ■ ■].

[illegible]

## 2. Probationary period

[illegible]

2.2. If during or at the end of your probationary period we are dissatisfied with your work we may terminate your employment by [one] week's notice. If you wish \_\_\_\_\_

2.3. The Company reserves the right to extend the ■■■■■■■■■■■■■■■■■■■■■■  
■■■■■.

- [illegible]

### 3. Job title and job description

- [illegible]

## 4. Training

- 4.1. We provide training for employees at [our head office / a location chosen by us]. The details of the
- 4.2. You must complete the training to the level required by [Employer name]. It is in our discretion as to whether you have completed the training to a satisfactory level.

## 5. Place of work

- [illegible]

OR

- [illegible]

## 6. Hours of work

- 6.1. Your normal hours of work are [9.00 am to 5.30 pm] Monday to Friday, excluding public holidays. [You may be required to work additional time not exceeding 8 hours a week where ]
- 6.2. You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. It
- 6.3. You will be required to comply with any time keeping or record keeping scheme introduced for the purpose of ensure compliance with the Organisation of Working Time (Records) ( ) 2001 ..

## 7. Salary

- 7.1. Your salary is € [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, ■■■■■■■■■■■■ 28th ■■■■■■■■■■■■ , ■■■■■■■■■■■■ .
- 7.2. If you are required to work additional time outside your normal hours, the following ■■■■■■■■■■■■ [■■■■].
- 7.3. You will receive a [commission] / [bonus] payment [monthly] / [■■■■] / [■■■■], ■■■■■■■■■■■■ :
- [set out calculation]

OR

- [illegible]

## 8. Expenses

You have no authority to incur expenses.

OR





[illegible][illegible][illegible]

12.1. If your .....:

then you should ask [ ■■■■■■ / ■■■■■■■■■■■■ / ■■■■■■■■■■  
■■■ ].



## 13. Pension

[Option 1: .....]

13.1. We shall ..... [ ..... ].

*[Option 2: Use this option if the*

**13.3.** The Company shall provide \_\_\_\_\_  
\_\_\_\_\_.

13.4. You may find more [ ]  
[ ]

## 14. Work outside Ireland

You will not be required to work outside Ireland for any [ ] .

## 15. Collective agreements

[illegible]

## 16. Other business or employment

[illegible][illegible]

16.3. You may not do other work (even voluntary work), or

.....

.....

.....

.....

## 17. No competition

- [illegible]

## 18. Processing your personal data

To satisfy our legal obligation, we process your personal data according to the provisions of the General Data Protection Regulation (GDPR) of May 25, 2018, and the provisions of the German Federal Data Protection Act (BDSG) of September 1, 2017.

## 19. Staff handbook and Company policies

- 19.1. You now acknowledge that you have been given a   
  
 :
- 19.1.1 health and safety;
- 19.1.2 equal opportunities and non-harassment;
- 19.1.3 computers, email, Internet and communications;
- 19.1.4 company vehicles;
- 19.1.5 data protection.
- 19.2. Insofar as any of these policies imposes an expectation of behaviour on you as a   
  
  
.
- 19.3. You may not smoke anywhere during working hours. Outside working hours, you may   
  
  
.

## 20. Confidentiality

[illegible]

- [illegible]







[illegible][illegible][illegible][illegible]

.....










- [illegible]





## 28. Reconstruction or Amalgamation



## 29. Miscellaneous matters

[illegible]

29.2.  ,  ,  ,  ,  ,  ,  ,  ,  .

29.3.  ,   
  
 .

[illegible][illegible][illegible]

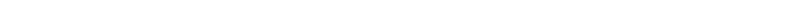
**Signed by** [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

**Signed by** [Employee name]

## 1. Definitions

[illegible]

## 2. Data Protection


2.1. 

[illegible][illegible]

### 3. Legal basis of processing your personal data

[illegible][illegible]

#### 4. Change in the legal basis of processing

4.1. 

[illegible]

4.3.  $\square \dots \square$ ,  $\square \dots \square$   
 $\square \dots \square [\square \dots \square - \square \dots \square]$ .

## 5. Disclosure and/ or sharing of your personal data

5.1. 

[illegible]

5.4.  $\square \square$   
 $\square . \square$   
 $\square \square \square \square \square \square \square \square \square , \square$   
 $\square \square \square \square .$

[illegible][illegible][illegible][illegible]

..... , .....  
.....

## 8. Who handles your data













[illegible][illegible]

•

## Data Processing Activities

### What we or you may process in each category

**1. We shall process this basic personal data**

- 1.1. 
- 1.2. all information you gave to us.
- 1.3. financial information processed through the banking system.
- 1.4.   
  

- 1.5. information relevant to the performance of your contract.
- 1.6.   
  
  

- 1.7.   
  

- 1.8. [  ].

[illegible]

.....  
.....:

- 2.1. satisfy our obligations under this contract;
- 2.2. \_\_\_\_\_ ;
- 2.3. \_\_\_\_\_  
\_\_\_\_\_ .
- \_\_\_\_\_  
\_\_\_\_\_ .
- 2.4. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ;
- 2.5. \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ) .

### 3. Post termination

- [illegible]



## Explanatory notes:

**Employment contract: standard for any employee**

## General notes

The following materials contain the main legal sources to which you ■■■■■■■■■■  
■■■■■.

Information pages concerning aspects of employment at:

<http://www.citizensinformation.ie/en/employment/>

For WRC information: <http://www.workplacerelations.ie/en/>

<http://www.irishstatutebook.ie/eli/1994/act/5/enacted/en/html>

<http://www.irishstatutebook.ie/eli/1997/act/20/enacted/en/print.html>

<https://www.gov.ie/en/press-release/3e3b2-all-irish-workers-will-be-entitled-to-sick-pay-for-the-first-time-under-new-law-tanaiste/>

[https://www.workplacerelations.ie/en/what\\_you\\_should\\_know/employer-obligations/transparent-and-predictable-working-conditions/](https://www.workplacerelations.ie/en/what_you_should_know/employer-obligations/transparent-and-predictable-working-conditions/)

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

## 1. Start and continuity

It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

## 2. Probationary period

In Ireland, there is no specific law that requires employers to provide a probationary period for new employees. However, it is common practice for employers to include a probationary period in employment contracts. The period can be from a few weeks to months. Where you provide a probationary period, the Transparent and Predictable Working

2022

6

Moreover, an employee has the same right during probationary period as at any other time. However, dissatisfaction such that the employment is terminated at the



You can delete this paragraph if not required.

A job title is not strictly required; a job description is. If the description is short, it can be stated in the contract. If it is contained in another document, then that document must be \_\_\_\_\_.

[illegible]

Edit or delete as you require.

[illegible]

## Place of work

[illegible]

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Necessary provisions. The last sub paragraph enables deductions which would ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

## 8. Expenses

We have no comment.

## 9. Annual leave

[illegible]

Annual leave entitlement is governed by the Organisation of Working Time Act 1997. The version provided in this contract is the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ – ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

You may find more details at:

[http://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/annual\\_leave\\_public\\_holidays.html](http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html)

## 10. Sick leave and sick pay

This paragraph continues in the vein of the previous one. The version provided here is the minimum ■■■■■■■■ – ■■■■■■■■■■■■■■■■.

You may find more details at:

[https://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/sick\\_leave.html#:~:text=If%20you%20become%20ill%20during,leave%20at%20a%20later%20date](https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20during,leave%20at%20a%20later%20date).

## 11. Sickness during annual leave

Leave it as is.

[illegible]

## 12. Other absence

Under the law, employees are entitled to different types of leave days. It is good idea

.....

Good practice is to hand a personal copy to each new employee starter and to maintain a **centralised copy** of the policy.

.....

[http://www.citizensinformation.ie/en/employment/employment\\_rights\\_and\\_conditions/leave\\_and\\_holidays/](http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/)

## 13. Pension

We have provided two options. By all  .

[illegible][illegible]

You may find more information at:

[http://www.citizensinformation.ie/en/money\\_and\\_tax/personal\\_finance/pensions/personal\\_retirement\\_savings\\_accounts.html](http://www.citizensinformation.ie/en/money_and_tax/personal_finance/pensions/personal_retirement_savings_accounts.html)

## 14. Work outside Ireland

[illegible]

## 15. Collective agreements

Delete if not required

**16. Other business or employment**

[illegible]

You can find details at

Edit to your exact requirement.

[illegible]

Self explanatory provisions.

It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where ■ ■ ■ ■ ■

[illegible]

A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good

This is an area which may be irrelevant or may be essential immediately. In most businesses, you never know what an employee will discover - personally or through

[illegible][illegible]





.....  
.....

## 6. Access to personal data

The Act provides that a data subject has .....  
....., .....  
.....

## 7. Removal of information

You should leave .....  
.....

## 8. Who handles your data

This paragraph sets .....  
.....

In any case, you must .....  
....., .....  
.....

### Notes to the Appendix to the Schedule

We have separated these provisions into an appendix .....  
....., .....  
.....

The appendix is simply your statement, .....  
.....  
.....

The purpose of this .....  
.....

We have given you .....  
.....

Make sure .....  
.....

The third numbered heading is unlikely to require edit. ....  
.....  
..... - .....  
.....

Basic Irish law relating to limitation .....  
.....  
.....



**End of notes**