Employment contract: standard for any employee

Dated: [Date]

Name: [Name]

Contents

- 1. Start and continuity
- 2. Probationary period
- 3. Job title and job description
- 4. Training
- 5. Place of work
- 6. Hours of work
- 7. Salary
- 8. Expenses
- 9. Annual leave
- 10. Sick leave and sick pay
- 11. Sickness during annual leave
- 12. Other absence
- 13. Pension
- 14. Work outside Ireland
- 15. Collective agreements
- 16. Other business or employment
- 17. No competition
- 18. Processing your personal data
- 19. Staff handbook and Company policies
- 20. Confidentiality
- 21. New Intellectual Property
- 22. Bribery
- 23. Disciplinary and grievance procedures
- 24. Notice of termination of employment
- 25. Arrangements during notice period
- 26. Procedure after termination
- 27. Summary termination
- 28. Reconstruction or Amalgamation
- 29. Miscellaneous matters

Schedule: Data Protection Act 2018 Compliance

Your employer is:				[Company name] (the "Company" ■ ■ ■ " ■ ■ ■ / ■ ■ ■ ")
Your employer's address is:				[Company address]
You a	re:			[employee name]
Your a	address	s is:		[employee address]
The co	ontract	terms a	re:	
1.	Start	and c	ontinuity	
	1.1.	you hav	e provided t	tract we have relied on certain documents and information to us. If we discover that any of that information is be in
		••••		
		1.1.1	your curric	ulum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ [■ ■ ■];
		1.1.2	and in part	of education showing school and university qualifications icular that you have achieved a [master of arts] [
		1.1.3	-	ment that you have qualified as a [trade or profession] ■ ■ ■ ■ ■ ■ [■ ■ ■ ■].
	1.2.	Your en	nployment w	vith the Company [starts / ■ ■ ■] ■ ■ ■ [■ ■ ■].
	1.3.	[Previous states and states are s	us employme	ent with [name of employer] from [date] to [date] counts as
2.	Prob	ationa	ry period	
	2.1.			s subject to a probationary period of [3] months. If at the are satisfied with ••••••••••••••••••••••••••••••••••••
	2.2.	your wo		and of your probationary period we are dissatisfied with erminate your employment by [one] week's notice. If you
	2.3.	The Co	mpany resei	rves the right to extend the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[date]

This contract is dated:

2.4.	During the first three months of employment, we request that you do not take any holidays, unless previously agreed at the interview. Holidays agreed at interview will only
Job	title and job description
3.1.	Your job title is [job title].
3.2.	Your main tasks and responsibilities are set out ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3.3.	You now agree that we may change your job description or ask you to do a different job of a similar status and requiring similar skills. We may also ask you to perform duties additional to those now envisaged or those actually undertaken at
3.4.	Your duty is to perform your job to the best of your Output Output
Trai	ning
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.
Plac	e of work
5.1.	Your normal place of work is our above address but we reserve the right to change this to •••••••••••••••••••••••••••••••••••
OR	
5.2.	Your normal place of work is [address] but we reserve the right to change this to $\blacksquare \blacksquare \blacksquare$
5.3.	You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor • • • • • • • • [25]

4.

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) (
7.	Sala	ry
	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	
	7.4.	The Company may pay you a bonus from time to time at its discretion, I I I I I I I I I I I I I I I I I I
	7.5.	Your salary will be reviewed annually in the month of [month].
	7.6.	We reserve the right in our absolute discretion to deduct from your pay (e.g. salary, commission, bonus) any money which you may owe to us including, without limitation, any overpayments or loans made

8. Expenses

You have no authority to incur expenses.

OR

8.1.	The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide us ••••••, •••••, •••••••••••••••••••••
8.2.	It is a serious offence to falsify any document or manufacture evidence fraudulently for the purpose of claiming through the expense procedure.
Ann	ual leave
9.1.	Your entitlement to holiday for annual leave days ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.2.	The Company's leave year runs from April 1 to March 31. Your entitlement to annual leave days is calculated on an annual basis. You may not take paid leave for a period greater than your accumulated entitlement calculated by ■
	••••
9.3.	[We ask you to agree the dates of your leave days at least 28 days in advance with your supervisor or director. For our part we
9.4.	At a minimum, you must give us notice of twice as many days as the length of holiday leave you propose to take. (For example, if you
9.5.	We may also give you similar notice (or longer notice) of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.6.	You can take your annual leave only after you have completed three months $\blacksquare \blacksquare \blacksquare$
9.7.	A day's holiday pay for the purpose of this paragraph is 1/ 260th ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.8.	You may not carry holiday forward from one year to the next. The Company is not allowed ••••••••••••••••••••••••••••••••••••
OR	
9.9.	You will be entitled to carry over a maximum of [five] days ■ ■ ■ ■ ■ ■ ■ ■

9.10.	If either of us terminates your employment by notice, then any annual leave entitlement which will have accrued at the date of termination may be taken as part of the notice period. If at the date of termination, you have taken ,
Sick	leave and sick pay
10.1.	Your entitlement to leave $\blacksquare \blacksquare \blacksquare$
10.2.	If you are unable to come to work for sickness or any injury, you must inform us
10.3.	You should inform us of the reason for

10.4.	Except in an emergency, you are required to inform [name of / your line manager / • • • • • • • • • • • • • • • • • •
OR	
10.5.	Please note that it is not enough to ask a relative simply to ring and
10.6.	If your absence continues for a number of days or weeks, you must continue to contact us
10.7.	You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence.

	10.8.	You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate ([
	10.9.	Provided you have complied with the general terms relating to sickness absence referred to above,
11.	Sick	ness during annual leave
	11.1.	If you fall sick during your annual leave period
	11.2.	If you do comply with the procedure
12.	Othe	er absence
	12.1.	If your • • • • • • • • • • • • • • • • • • •
		12.1.1 maternity,
		12.1.2 paternity,
		12.1.3 adoption,
		12.1.4 carer leave,
		12.1.5 force majeure,
		12.1.6 or any other reason
	then y ■ ■].	ou should ask [= = = = = = / = = = = = = = / = = = =
	12.2.	We do have separate Company policies • • • • • • • • • • • • • • • • • • •

13.	Pension [Option 1: = = = = .]				
	13.1.	We shall • • • • • • • • • • • [• • • • • • •			
	13.2.	Contributions to the scheme are made by you and by us. ••••, •••••, •••••, •••••, [••••] %.			
	[Option 2: Use this option if the				
	13.3.	The Company shall provide			
	13.4.	You may find more • • • • • • • • • • • • • • • • • • •			
14.	Work outside Ireland				
	You w	vill not be required to work outside Ireland for any			
15.	Collective agreements				
	The Company has made an agreement with [union]				
].			
16.	Othe	er business or employment			
	16.1.	You must devote the whole of your • • • • , • • • • • • • • • • • • • •			
	16.2.	You may not under any circumstances do			
	16.3.	You may not do other work (even voluntary work), or			

17. No competition

17.1.	The following restrictions apply whether intended • • • • • • • • • • • • • • • • • •
17.2.	You agree that you will not within [three] years of termination of this contract directly or indirectly, advise,
17.3.	The restrictions imposed by the last previous
17.4.	You agree that you will not within [one] year of termination of your contract,
17.5.	You agree that you will not within [one] year of termination of your contract,
17.0.	
17.6.	If any provision of this paragraph shall be void in any jurisdiction
17.7.	You have carefully considered the provisions of this
Proc	essing your personal data
	isfy our legal obligation, we process your personal data according ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	,

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.		as any of these policies imposes an expectation of behaviour on you	
	as a \blacksquare \blacksquare		
19.3.	You ma	y not smoke anywhere during working hours. Outside working hours,	
	you ma	y	
	••••		
Conf	identia	ality	
	aragraph ■ ■ ■ ■ ■	is very important to our Company. You should read it carefully and	
	■,■■■		
. .	, = = = =		
20.1.	In this p	paragraph, "Confidential = = = " = = = = = = = :	
	20.1.1	information about staff, •••••••••••••••••••••••••••••••••••	
	20.1.2	our businesses, methods • • • • • • • • • • • • • • • • • • •	
	20.1.3	information about suppliers agents distributors and customers;	
	20.1.4	information about the Intellectual	

20.2.	"Intellectual Property" means Intellectual Property of Image: I				
	20.2.1	intellectual property • • • • • • • • • • • • • • • • • • •			
	20.2.2	patents, trademarks, unregistered marks, designs, copyrights,			
20.3.	You nov	v promise that you will:			
	20.3.1	keep all records of Confidential Information only at ••••• • • • • • • • • • • • • • • •			
	20.3.2	use your best endeavours			
20.4.	You now promise that you will not :				
	20.4.1	use for yourself nor divulge nor disclose to ••••• (••••			
	20.4.2	store, copy, or use the			
	20.4.3	remove from Company's premises or copy or allow anyone , , , , , , , , , , , , , , , , , ,			
20.5.	This par	ragraph does not apply to disclosure:			
	20.5.1	of information that it is reasonably necessary to disclose • • • • • • • • • • • • • • • • • • •			
	20.5.2	made with the consent of the proper			
	20.5.3	of information or knowledge which comes • • • • • • • • • • • • • • • • • • •			

	20.6.	•	ovisions of this paragraph shall continue after termination of this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		••.	
21.	New	Intelle	ectual Property
	21.1.	••••	as Intellectual Property is created ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	21.2.	You no	w agree that you will:
		21.2.1	do your utmost to ensure
		21.2.2	tell the Company
		21.2.3	provide to the Company whatever full specification description ■ ■
			;
	21.3.	To mak	te this effective you now undertake to do whatever the Company ■ ■
		••••	
	21.4.	The pro	ovisions of this paragraph shall continue indefinitely
22.	Brib	ery	
	-	•	attempt to bribe) another person, intending either to obtain or retain e Company, or to obtain or retain e e e e e e e e e e e e e e e e e e e
	:::	• • • • •	
23.	Disc	iplinar	y and grievance procedures
	23.1.		mpany's disciplinary and grievance procedures are

	23.3.	The law gives you both rights and obligations in respect of these procedures. You now agree to
24.	Notic	ce of termination of employment
		This is the period
	24.2.	If on the date you leave, money is owed
25.	Arra	ngements during notice period
	25.1.	The Company expects you
	25.2.	We reserve,
);

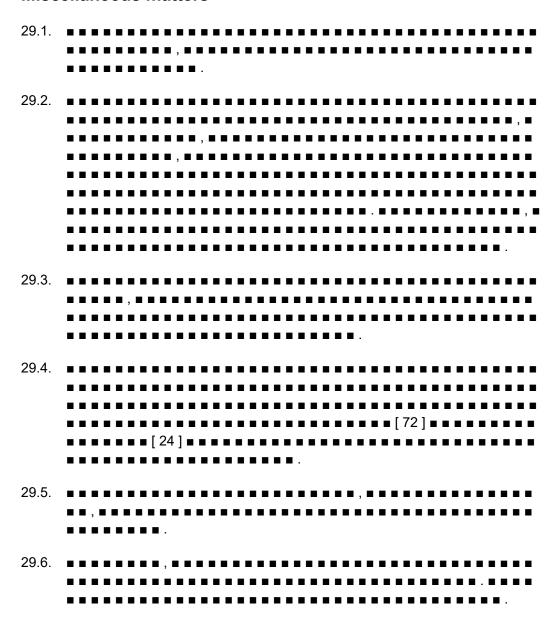
12

23.2. The formal grievance procedure need not be your first step in bringing to our

		25.2.2	require you = = = = = = = = = = = = = = = = = = =
		25.2.3	require you to remain • • • • • • • • • • • • • • • • • • •
26.	Proc	edure	after termination
	26.1.	Howeve	er this agreement ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■
		26.1.1	not from that time represent to
		26.1.2	return to the Company without request all
		26.1.3	delete all Confidential Information
		26.1.4	
	26.2.		,,,,,,,,,
		26.2.1	,
		26.2.2	,.
	26.3.		,
	26.4.		
27.	Sum	mary t	ermination

•		,			
F	Reconstruction or Amalgamation				
•					
_					
2	27.15.				
2	27.14.				
4	۷1.13.	;			
		breach of confidentiality; or			
		serious infringement of health and safety rules; or			
2	27.10.				
		;			
2	27.9.	•••			
2	27.8.				
	27.7.	bringing the Company into disrepute; or			
2	27.6.	misuse of the Company's property or name; or			
2	27.5.	serious insubordination; or			
2	27.4.	deliberate damage to property; or			
	27.3.				
	27.2.	physical violence; or			
2	27.1.	,			

29. Miscellaneous matters



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]

Schedule: Data Protection Act 2018 Compliance

1. Definitions

eans the Data Protection Act 2018. 2016 / 680 2016 / 680 27
27
,
2016
teans all or any of: a) the Data Protection Regulation, b) the Act, c) the Data Protection Act 1988, d) the Data Protection Act 2003, e) regulations made under the Act, d) Directive.

2.	Data	Protection
	2.1.	
	2.2.	
	2.3.	1
3.	Lega	ll basis of processing your personal data
	3.1.	
	3.2.	
4.	Char	nge in the legal basis of processing
	4.1.	
	4.2.	,
	4.3.	
5.	Disc	losure and/ or sharing of your personal data
	5.1.	

	5.2.	
	5.3.	
	5.4.	
	5.5.	
6.	You	r access request
	6.1.].
	6.2.	
	6.3.	
7.	Ren	noval of information
	•••	

8. Who handles your data

- 8.1.
- 8.2.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1.	We sl	hall 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.	[].
2.	•••	•••••
	2.1.	satisfy our obligations under this contract;
	2.2.	;
	2.3.	
	2.4.	;
	2.5.	
3.	Post	termination
	3.1.	

	3.1.1.					
		 ••••		 		
	3.1.2.	• • • • •				
		• • • • •				
3.2.						
			••••	 		 ■ ■ , ■
	3.2.1.			 	• • • • •	 • • •
	2 2 2	• • • • •	,	 		
	3.2.2.	 				
		••••				
	3.2.3.					 •••

Explanatory notes:

Employment contract: standard for any employee

General notes

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/

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

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

expiry of the
You can delete this paragraph if not required.
Job title and job description
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
Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type
Training
Edit or delete as you require.
However, please note that if employee training is a legal requirement in your industry then you should keep it. In that case, the law requires you to make sure your employees get the training. For that,
Mandatory training is required by law in the health and safety sector and food industry. For more information, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
https://www.citizensinformation.ie/en/employment/employment_rights_and_condition_s/employment_rights_and_duties/employer_obligations.html
Place of work
The main purpose of this paragraph is to give the employer the right to move the employee around. If frequent moves may ••••••, •••••, ••••••••••••••••••••••
Hours of work
The Organisation and Working Time Act 1997 states that the maximum average working week for many employees cannot exceed 48 hours. This does not mean that a working week can never exceed 48 hours, it is the average that is important. The Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001 requires all employers to keep detailed records of start and finishing ••••, ••••

4.

5.

9. Annual leave

8.

This and the following paragraph relate directly to the statutory leave entitlements. Because there are statutory requirements, we have worded the document for compliance. If / when you edit these paragraphs to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the employee. Note in particular that holidays not taken may carry forward an entitlement to payment in

You may find more details at:

http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/annual_leave_public_holidays.html

10. Sick leave and sick pay

You may find more details at:

https://www.citizensinformation.ie/en/employment/employment_rights_and_condition_s/leave_and_holidays/sick_leave.html#:~:text=If%20you%20become%20ill%20durin_g,leave%20at%20a%20later%20date.

11. Sickness during annual leave

Leave it as is.

The law requires you to deduct sick leave days from annual leave period if an employee gets sick during his annual

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
	You may find details of all ■■■■■■■■■■■■■■■■■■■ :
	http://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/
13.	Pension
	Your obligation as an employer is to make provision for a pension ••••••••••••••••••••••••••••••••••••
	We have provided two options. By all
	Option 1: If you have an internal company operated pension scheme ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Option 2: If you do not already have a company operated occupational pension scheme, you must provide access to a standard Personal Retirement Savings Accounts scheme (PRSA). You must provide details of your arrangement to your employee. If you chose this option then we suggest that in this paragraph you ■ ■
	You may find more information at:
	http://www.citizensinformation.ie/en/money and tax/personal finance/pensions/personal retirement savings accounts.html
14.	Work outside Ireland
	Another provision to enable you to move the employee
15.	Collective agreements
	Delete if not required
16.	Other business or employment

The European Union (Transparent and Predictable Working Conditions) Regulations 2022 has set a restriction that an employer cannot prevent an
However, there is an EXCEPTION that such restriction on the right to ■ ■ ■ ■ ■ ■
•.
The law has not set a precise definition of the 'objective ground' but to be effective they must not be EXECUTE . EXECUTE
••••
You can find details at
https://www.workplacerelations.ie/en/what you should know/employer-obligations/transparent-and-predictable-working-conditions/
Edit to your exact requirement.
No competition
Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that the provisions inserted her are more than an example. But the longer you wish to tie up a former employee the more likely it is that a judge will tell
Processing your personal data
Self explanatory provisions.
This paragraph deals with the obligations I I I I I I I I I I I I I I I I I I
You may need to add other data, ■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■
We suggest leave these provisions as is \blacksquare
Staff handbook and company policies
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 ■ ■ ■ ■ ■

18.

	For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this
	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
	■.
20.	Confidentiality
	Because this provision is so important to most organisations, your employees must be left in no doubt as
21.	New intellectual property
	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
22.	Bribery
	It is good practice to make clear to employees that any contravention is a breach of contract too. That

23.	Disciplinary and grievance procedures
	Net Lawman has provided a very elegant, step-by-step approach to these procedures in the past, but now the law favours a more flexible approach. This is ■ ■

27

Notice of termination

	For
	http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/losing_your_job/losing_job_entitlements.html
25.	Arrangements during notice period
	When an employee is under notice, the relationship suffers, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
26.	Procedure after termination
20.	Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might
27.	Summary termination
	At Net Lawman we hate lists in legal documents.
	Despite this precise list, it is still essential to investigate in accordance with your disciplinary policy. It is important
	disciplinary policy. It is important
28.	Reconstruction or amalgamation
	This
29.	Miscellaneous matters

	A number of technically important	
Sched	ule:	
Paragraph • • • • • • • • • • • • • • • • • • •		
1.	Definitions	
■ .	Basic • • • • • • • • • • • • • • • • • • •	
2.	Data protection	
	A	
3.	Legal basis of processing	
	The Act allows a person or business to process personal • • • • • • • • • • • • •	
	One or both of • • • • • • • • • • • • • • • • • •	
	Less commonly, some data	
	Where the data subject is an employee the most obvious basis of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare	
	You must make sure that when you ask specifically for consent , ■ ■ ■ ■ ■ ■ ■ ■	
4.	Change in the legal basis of processing	
	You = = = = = = = = . = = = = = = .	
5.	Disclosure and/ or sharing of personal data	
	You must say who gets to see or use your employee's personal • • • • . • • • • • • • • • • • • • •	

	•••
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