

IE-EMPcon01

Employment contract: standard for any employee

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

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

Contents

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

Schedule Data Protection Act 2018 Compliance

5. Hours of work

- 5.1. 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]]
- 5.2. You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. It
- 5.3. 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

6. Salary

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

OR

- 6.4. The Company may pay you a bonus from time to time at its discretion,
- 6.5. Your salary will be reviewed annually in the month of [month].
- 6.6. 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

.....
.....

7. Expenses

You have no authority to incur expenses.

OR

7.1. The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide us, ..
.....

7.2. It is a serious offence to falsify any document or manufacture evidence fraudulently for the purpose of claiming through the expense procedure. ■
.....
.....

8. Annual leave

8.1. Your entitlement to holiday for annual leave
■.

8.2. 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
.....
.....

8.3. [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
.....
......]

8.4. 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
.....,
.....).

8.5. We may also give you similar notice (or longer notice) of
.....

- 8.6. You can take your annual leave only after you have completed three months ().
 - 8.7. A day's holiday pay for the purpose of this paragraph is 1 / 260th .
 - 8.8. You may not carry holiday forward from one year to the next. The Company is not allowed .
- OR*
- 8.9. You will be entitled to carry over a maximum of [five] days .
 - 8.10. 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 , .
 - 8.11. During the first three months of employment we request that you do not take any holidays, unless previously agreed at interview. Holidays agreed at interview will only be .

9. Sick leave and sick pay

- 9.1. If you are unable to come to work for sickness or any injury, you must inform us by contacting [name of / your line manager / your supervisor etc] as soon as possible before [11 : 00].
- 9.2. You should inform us of the reason for , .
- 9.3. Except in an emergency, you are required to inform [name of / your line manager /] .
 /
 / [/] .

10. Sickness during annual leave

10.1. If you fall sick during your annual leave period [REDACTED].

10.2. If you do comply with the procedure [REDACTED].

11. Other absence

11.1. If your [REDACTED]:

- 11.1.1 maternity,
- 11.1.2 paternity,
- 11.1.3 adoption,
- 11.1.4 carer leave,
- 11.1.5 force majeure,
- 11.1.6 or any other reason

then you should ask [REDACTED].

11.2. We do have separate Company policies [REDACTED].

12. Pension

[Option 1: [REDACTED].]

12.1. We shall [REDACTED].

12.2. Contributions to the scheme are made by you and by us. [REDACTED], [REDACTED], [REDACTED].

.....,

18. Staff handbook and Company policies

18.1. You now acknowledge that you have been given a
.....,,
.....:

18.1.1 health and safety;

18.1.2 equal opportunities and non-harassment;

18.1.3 computers, email, Internet and communications;

18.1.4 company vehicles;

18.1.5 data protection.

18.2. Insofar as any of these policies imposes an expectation of behaviour on you as a
.....
.....
.....

18.3. You may not smoke anywhere during working hours. Outside working hours, you may
.....
.....
.....

19. Confidentiality

This paragraph is very important to our Company. You should read it carefully and ask
.....,
.....
.....

19.1. In this paragraph, "Confidential"
.....:

19.1.1 information about staff,
.....;

4.2. [REDACTED]

4.3. [REDACTED]

5. Disclosure and/ or sharing of your personal data

5.1. [REDACTED]

5.2. [REDACTED]

5.3. [REDACTED]

5.4. [REDACTED]

5.5. [REDACTED]

Appendix 1 to Schedule Data Processing Activities

What we or you may process in each category

1. We shall process this basic personal data

- 1.1. [redacted].
- 1.2. all information you gave to us.
- 1.3. financial information processed through the banking system.
- 1.4. [redacted].
- 1.5. information relevant to the performance of your contract.
- 1.6. [redacted].
- 1.7. [redacted].
- 1.8. [redacted].

2. [redacted]

- 2.1. satisfy our obligations under this contract;
- 2.2. [redacted];
- 2.3. [redacted].
- 2.4. [redacted];
- 2.5. [redacted].

3. Post termination

- 3.1. [redacted]:

Explanatory notes:

Employment contract: standard for any employee

General notes

1. 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>

2. For the first time in Ireland, sick leave legislation is in the process of enactment. The sick leave and sick pay rules will be updated once the Sick Leave Act 2022 is commenced. ■■■■■■■■■■
■■■■■■■■■■■ 2022 .

You can find detailed information at:

<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/>

Besides all this, the law allows the employer to decide its policy on sick pay and sick leave, provided it is more favourable than the statutory terms. In this document template, we have drawn the sick leave terms with flexibility and in a practical manner. ■■■■■■■■■■
■■■■■■■■■■■.

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, ■■■■■■■■■■.

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 ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■ “■■■■■■■■■■” ■■■■■■■■■■.

21. Bribery

It is good practice to make clear to employees that any contravention is a breach of contract too. That ■■■■■■■■■■ ■■■■■■■■■■.

22. 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 ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■.

23. Notice of termination

We have provided notice period required under the law - - the Minimum Notice and Terms ■■■■■■■■■■ 1973 ■■■■■■■■■■ 2001 . ■■■■■■■■■■.

For detailed information about ■■■■■■■■■■, ■■■■■■■■■■:

http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/losing_your_job/losing_job_entitlements.html

24. Arrangements during notice period

When an employee is under notice, the relationship suffers, ■■■■■■■■■■. ■■■■■■■■■■ ■■■■■■■■■■.

25. Procedure after termination

Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might ■■■■■■■■■■ ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■.

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

The purpose of
.....

We have given you
.....

Make ,

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

Basic Irish law relating to ,
 ,
.....

End of notes