

Employment contract: standard for any employee

Dated:[Date]

Name:[Name]

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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, ██████████
28th ██████████, ██████████
████.
- 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 [REDACTED], [REDACTED]
[REDACTED].
- 7.2. It is a serious offence to falsify any document or manufacture evidence fraudulently for the purpose of claiming through the expense procedure. [REDACTED]
[REDACTED].

8. Annual leave

- 8.1. Your entitlement to holiday for annual leave [REDACTED]
[REDACTED].
- 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 [REDACTED]
[REDACTED]
[REDACTED].
- 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 [REDACTED]
[REDACTED].]
- 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 [REDACTED], [REDACTED]
[REDACTED]).
- 8.5. We may also give you similar notice (or longer notice) of [REDACTED]
[REDACTED].

- 8.6. You can take your annual leave only after you have completed three months [REDACTED] ([REDACTED]).
- 8.7. A day's holiday pay for the purpose of this paragraph is 1 / 260th [REDACTED].
- 8.8. You may not carry holiday forward from one year to the next. The Company is not allowed [REDACTED].

OR

- 8.9. You will be entitled to carry over a maximum of [five] days [REDACTED].
- 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 [REDACTED], [REDACTED]
[REDACTED].
- 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 [REDACTED].

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 [REDACTED] [11 : 00 [REDACTED]].
- 9.2. You should inform us of the reason for [REDACTED], [REDACTED]
[REDACTED].
- 9.3. Except in an emergency, you are required to inform [name of / your line manager / [REDACTED]] [REDACTED] / [REDACTED]
/ [REDACTED] [REDACTED] / [REDACTED]
[REDACTED] / [REDACTED].

OR

- 9.4. Please note that it is not enough to ask a relative simply to ring and [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 9.5. If your absence continues for a number of days or weeks, you must continue to contact us [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 9.6. If you are absent from work due to sickness or injury for more than [three] days (including weekends) you must provide us with [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 9.7. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 9.8. Provided you have complied with the general terms relating to sickness absence referred to above, [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

10. Sickness during annual leave

- 10.1. If you fall sick during your annual leave period [REDACTED]
[REDACTED]
[REDACTED].
- 10.2. If you do comply with the procedure [REDACTED]
[REDACTED]
[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]/[REDACTED]/[REDACTED]
[REDACTED].

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

12. Pension

*[Option 1: [REDACTED]
[REDACTED].]*

- 12.1. We shall [REDACTED][REDACTED].
- 12.2. Contributions to the scheme are made by you and by us. [REDACTED], [REDACTED]
[REDACTED][REDACTED] [%] [REDACTED]
[REDACTED], [REDACTED][REDACTED], [%].

*[Option 2: Use this option if [REDACTED]
[REDACTED].]*

- 12.3. The Company shall provide [REDACTED]
[REDACTED].
- 12.4. You may find more [REDACTED] [REDACTED]
[REDACTED].

13. Work outside Ireland

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

14. Collective agreements

The Company has made an agreement with [union] [REDACTED]
[REDACTED].
[REDACTED] [REDACTED].

15. Other business or employment

- 15.1. You must devote the whole of your [REDACTED], [REDACTED]
[REDACTED].
- 15.2. You may not under any circumstances do [REDACTED]
[REDACTED].
- 15.3. You may not do other work (even voluntary work), or engage in any other
business [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].
[REDACTED].

16. No competition

- 16.1. The following restrictions apply whether intended ██████████
███████████, ██████████
████████.
- 16.2. You agree that you will not within [three] years of termination of this contract directly or indirectly, advise, ██████████
███████████
███████████
███████████
███████████ [████████] ██████████
███████████.
- 16.3. The restrictions imposed by the last previous ██████████
███████████
███████████.
- 16.4. You agree that you will not within [one] year of termination of your contract, ██████████
███████████
███████████
███████████
███████████.
- 16.5. You agree that you will not within [one] year of termination of your contract,
███████████
███████████
███████████ [████████] ██████████
███████████.
- 16.6. If any provision of this paragraph shall be void in any jurisdiction ██████████
███████████
███████████
███████████.
- 16.7. You have carefully considered the provisions of this ██████████
███████████
███████████.

17. Processing your personal data

To satisfy our legal obligation, we process your personal data according ██████████
██ 2018 . ███

[REDACTED], [REDACTED]
[REDACTED].

18. Staff handbook and Company policies

- 18.1. You now acknowledge that you have been given a [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]:
- 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 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 18.3. You may not smoke anywhere during working hours. Outside working
hours, you may [REDACTED]
[REDACTED]
[REDACTED],
[REDACTED].

19. Confidentiality

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

- 19.1. In this paragraph, "Confidential [REDACTED]" [REDACTED]
[REDACTED]. [REDACTED]:
- 19.1.1 information about staff, [REDACTED]
[REDACTED];

- 19.5.1 of information that it is reasonably necessary to disclose [REDACTED]
[REDACTED]
[REDACTED];
 - 19.5.2 made with the consent of the proper [REDACTED]
[REDACTED]
[REDACTED];
 - 19.5.3 of information or knowledge which comes [REDACTED]
[REDACTED]
[REDACTED];
- 19.6. The provisions of this paragraph shall continue after termination of this [REDACTED]
[REDACTED] [5] [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

20. New Intellectual Property

- 20.1. So far as Intellectual Property is created [REDACTED]
[REDACTED],
[REDACTED].
- 20.2. You now agree that you will:
 - 20.2.1 do your utmost to ensure [REDACTED]
[REDACTED];
 - 20.2.2 tell the Company [REDACTED]
[REDACTED];
 - 20.2.3 provide to the Company whatever full specification description [REDACTED]
[REDACTED]
[REDACTED];
- 20.3. To make this effective you now undertake to do whatever the Company [REDACTED]
[REDACTED]
[REDACTED].
- 20.4. The provisions of this paragraph shall continue indefinitely [REDACTED]
[REDACTED]
[REDACTED].

21. Bribery

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
[REDACTED].

22. Disciplinary and grievance procedures

- 22.1. The Company's disciplinary and grievance procedures are [REDACTED]
[REDACTED]
[REDACTED].
- 22.2. The formal grievance procedure need not be your first step in bringing to our [REDACTED].
[REDACTED],
[REDACTED]
[REDACTED].
- 22.3. The law gives you both rights and obligations in respect of these procedures. You now agree to [REDACTED].
[REDACTED]
[REDACTED],
[REDACTED]
[REDACTED].

23. Notice of termination of employment

- 23.1. This is the period [REDACTED]
[REDACTED]:

During your [REDACTED]: [REDACTED];

During your first week employment: none;

After four weeks [REDACTED]: [REDACTED];

During two [REDACTED]: [REDACTED]

- During five ██████████ : ██████████
- During ten ██████████ : ██████████
- After fifteen ██████ : ██████████
- 23.2. If on the date you leave, money is owed ██████████
██████████, ██████████
██████████.

24. Arrangements during notice period

- 24.1. The Company expects you ██████████
██████████.
- 24.2. We reserve ██████████, ██████████ :-
- 24.2.1 terminate your employment before the expiry of the notice period
 and ██████████
 ██████████
 ██████████ (██████████
 █████);
- 24.2.2 require you ██████████
 █████████;
- 24.2.3 require you to remain ██████████
 ██████████.

25. Procedure after termination

- 25.1. However this agreement ██████, ██████████
 ██████ :
- 25.1.1 not from that time represent to ██████████
 ██████████
 █████████; ██████
- 25.1.2 return to the Company without request all ██████████
 ██████████
 █████████; ██████
- 25.1.3 delete all Confidential Information ██████████
 , ██████████; ██████

- 25.1.4 [REDACTED]
[REDACTED]
[REDACTED].
- 25.2. [REDACTED], [REDACTED],
[REDACTED]:
- 25.2.1 [REDACTED]
[REDACTED],
- 25.2.2 [REDACTED], [REDACTED],
[REDACTED]; [REDACTED]
- 25.3. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 25.4. [REDACTED]
[REDACTED], [REDACTED].

26. Summary termination

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]:
- 26.1. [REDACTED]; [REDACTED]
- 26.2. physical violence; or
- 26.3. bullying or harassment; or
- 26.4. deliberate damage to property; or
- 26.5. serious insubordination; or
- 26.6. misuse of the Company's property or name; or
- 26.7. bringing the Company into disrepute; or

, [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
[REDACTED]
[REDACTED]
[REDACTED].

28.3. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

28.4. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [72] [REDACTED]
[REDACTED] [24] [REDACTED]
[REDACTED].

28.5. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

28.6. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

.

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]

[REDACTED], " [REDACTED]", [REDACTED]
[REDACTED].
[REDACTED].

2. Data Protection

- 2.1. [REDACTED]
[REDACTED].
- 2.2. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
[REDACTED]
- 2.3. [REDACTED]
[REDACTED] 1 [REDACTED].

3. Legal basis of processing your personal data

- 3.1. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].
[REDACTED]
[REDACTED].
- 3.2. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
[REDACTED].

4. Change in the legal basis of processing

- 4.1. [REDACTED]
[REDACTED].
[REDACTED]
[REDACTED].

- 4.2. [REDACTED]
[REDACTED], [REDACTED].
- 4.3. [REDACTED], [REDACTED]
[REDACTED] [REDACTED].

5. Disclosure and/ or sharing of your personal data

- 5.1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 5.2. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 5.3. [REDACTED]
[REDACTED]

.
- 5.4. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.5. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

6. Your access request

- 6.1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED].
- 6.2. [REDACTED],
[REDACTED].
- 6.3. [REDACTED], [REDACTED]
[REDACTED]. [REDACTED], [REDACTED]
[REDACTED], [REDACTED].
[REDACTED], [REDACTED].

7. Removal of information

[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

8. Who handles your data

- 8.1. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED] [REDACTED].
- 8.2. [REDACTED]
[REDACTED], [REDACTED]
[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], [REDACTED], [REDACTED], [REDACTED].
 - 1.2. all information you gave to us.
 - 1.3. financial information processed through the banking system.
 - 1.4. [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
 - 1.5. information relevant to the performance of your contract.
 - 1.6. [REDACTED], [REDACTED]
[REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
[REDACTED].
 - 1.7. [REDACTED], [REDACTED]
[REDACTED].
 - 1.8. [REDACTED].
2. [REDACTED]
[REDACTED]
[REDACTED]:
 - 2.1. satisfy our obligations under this contract;
 - 2.2. [REDACTED];
 - 2.3. [REDACTED]
[REDACTED].
[REDACTED]
[REDACTED].
 - 2.4. [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED];
 - 2.5. [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]).
 3. Post termination
 - 3.1. [REDACTED], [REDACTED]
[REDACTED]:

2. Trial period

A trial period has been provided. References to this may be deleted if not required. An employee has the same right during a trial period as at any other time. However, dissatisfaction such that the employment is terminated at [REDACTED]

[REDACTED]".
[REDACTED].

3. 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 [REDACTED]
[REDACTED].

Provision for change is important. If it is not included in the contract, then any attempt by you to change the place or type [REDACTED]
[REDACTED].

4. 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 be [REDACTED], [REDACTED]
[REDACTED].

5. 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 [REDACTED], [REDACTED]
[REDACTED].
[REDACTED].
[REDACTED] 3 [REDACTED].

6. Salary

Necessary provisions. The last sub paragraph enables deductions which would [REDACTED]
[REDACTED].

7. Expenses

We have no comment.

8. Annual leave

Holiday entitlement is governed by the Organisation of Working Time Act 1997.
The version provided in this contract is the ██████████
██████████.

Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph 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 lieu after 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

9. Sick leave and sick pay

Edit to your requirement.

10. 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 leave period. Of course if the employee provides you medical ██████████
███████████.

11. 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/

12. Pension

.....,

17. Processing your personal data

Self explanatory provisions.

This paragraph deals with the obligations
.....

You may need to add other data,,,
.....

We suggest leave these provisions as is
.....

18. 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
.....
.....,,
.....

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

19. Confidentiality

Because this provision is so important to most organisations, your employees must be left in no doubt as
.....
.....

20. 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 [REDACTED]. [REDACTED], [REDACTED] " [REDACTED]".

21. Bribery

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

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 [REDACTED]. [REDACTED], [REDACTED].

23. Notice of termination

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

For detailed information about [REDACTED], [REDACTED]:

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, [REDACTED]. [REDACTED]

25. Procedure after termination

Substantial deletion may be required. Care should be taken in looking to future to consider what this employee might [REDACTED]. [REDACTED]

.....," (.....""").
.....:

One or both of
.....

Less commonly, some data
.....

Where the data subject is an employee the most obvious basis
.....".
.....
.....
.....

You must make sure that when you ask specifically for,
.....
.....
.....
.....

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
..... "".
.....
.....
.....

6. Access to personal data

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

7. Removal of information

You should
.....

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 ████████, ██████████, ██████████
██████████.

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