

IE-EMPcon11

## Casual employment contract

**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. Payment in a non working week
8. Salary
9. Expenses
10. Annual leave
11. Sick leave and sick pay
12. Sickness during annual leave
13. Other absence
14. Pension
15. Work outside Ireland
16. Collective agreements
17. Other business or employment
18. No competition
19. Processing your personal data
20. Staff handbook and company policies
21. Confidentiality
22. New intellectual property
23. Bribery
24. Disciplinary and grievance procedures
25. Notice of termination
26. Arrangements during notice period
27. Procedure after termination
28. Summary termination
29. Reconstruction or amalgamation
30. Miscellaneous matters

Schedule: Data Protection Act 2018 Compliance



- [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 [REDACTED].
- 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. [REDACTED] ( [REDACTED] ) [REDACTED].

## 5. Place of work

- [illegible]

## 6. Hours of work

- 6.1. There are no fixed working hours for this employment. However, we require you to be available for [enter number of hours] hours in a .
- 6.2. We reserve the right to ask you to complete your working period as set out in the last previous subparagraph at such .
- 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. Payment in a non working week

- 7.1. If on account of Company's reason you are unable to complete your working period as set out in this agreement then we ■■■■■■■■■■■■■■■■ €[ 30 ] ■■■■■■■■■■■■■■■■ .
- 7.2. You will not be entitled to any payment under this ■■■■■■■■■■■■■■■■ ■■■■■■■■ :
- 7.2.1 we have agreed with you short-time ■■■■■■■■■■■■■■■■ ;
- 7.2.2 the non completion was due to an uncontrollable event that ■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■ ;
- 7.2.3 you are unable to work due to illness or non completion was due ■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■ .

## 8. Salary

Following provisions shall apply if you complete your working period ■■■■■■  
■■■■■■■■■■■■■■■■■■■■

- 8.1. Your normal hourly rate of pay is € [00.00] per hour payable by [electronic transfer / cheque] in instalments in arrears on [ ].
- 8.2. When you are required to work at weekends, nights and/ or public holidays the [ ].
- 8.3. You will receive a [commission] / [bonus] payment [monthly] / [ ] / [ ], [ ] :

[set out calculation].

OR

- [illegible]

## 9. Expenses

You have no authority to incur expenses.

*OR*

- [illegible]

## 10. Annual leave

- [illegible]



OR

- 11.5. Please note that it is not enough to ask a relative simply to ring and
- 11.6. If your absence continues for a number of days or weeks, you must continue to contact us
- 11.7. You must provide us with a medical certificate. Further medical certificates must be provided to cover any continued absence.
- 11.8. You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate ( [ / ] ),
- 11.9. Provided you have complied with the general terms relating to sickness absence referred to above, [ ]

## 12. Sickness during annual leave

- [illegible]





## 16. Collective agreements

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

## 17. Other business or employment

[illegible][illegible]

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

## 18. No competition

18.1. The following restrictions apply whether intended ■■■■■■■■■■  
 ■■■■■■■■■■ , ■■■■■■■■■■  
 ■■■■.

[illegible][illegible][illegible]

**18.5.** You agree that you will not within [one] year of termination of your contract, ■■■■■■

18.6. If any provision of this paragraph shall be void in any jurisdiction ■■■■■■  
 ■■■■■■  
 ■■■■■■  
 ■■■■■■.

18.7. You have carefully considered the provisions of this ■■■■■■  
 ■■■■■■  
 ■■■■■■.

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.

20.1. You now acknowledge that you have been given a \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_:

- 20.1.1 health and safety;
- 20.1.2 equal opportunities and non-harassment;
- 20.1.3 computers, email, Internet and communications;
- 20.1.4 company vehicles;
- 20.1.5 data protection.

[illegible]

20.3. You may not smoke anywhere during working hours. Outside working hours, you may \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

## 21. Confidentiality

[illegible][illegible]

```

21.1.1 information about staff, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
      ■■■■■;

```

21.1.2 our businesses, methods ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ,  
■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

21.1.3 information about suppliers agents distributors and customers;

[illegible][illegible]

**21.2.1 intellectual property ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■**  
**■■■■■■■■■;**

[illegible]

21.3. You now promise that you will:

[illegible][illegible]

21.4. You now promise that you will not :

[illegible]



[illegible]

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

24.1. The Company's disciplinary and grievance procedures are .

[illegible][illegible][illegible]

During two ■■■■■■■■■■■■■■■■■■■■■■:







**28.13.**










.....  
.....; .....

[illegible][illegible]


\_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_ .

\_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[illegible]

30.2.  ,  
 ,  
 ,  
 ,  
 ,  
 ,  
 ,  
 ,  
 .

30.3.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$ ,  $\frac{1}{4} \times \frac{1}{4} = \frac{1}{16}$ ,  $\frac{1}{16} \times \frac{1}{16} = \frac{1}{256}$ .

30.4. 





.....  
.....

- 3.2. ....  
....., .....  
....., .....  
....., .....  
.....  
.

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

- 4.1. ....  
.....  
.....  
.....

- 4.2. ....  
....., .....

- 4.3. ...., .....  
..... [ ..... - ..... ].

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

- 5.1. ....  
.....  
.....  
.....  
.....

- 5.2. ....  
....., .....  
.....  
.....  
.....

- 5.3. ....  
.....

- 5.4. ....  
.....  
....., .....  
.....

- 5.5. ...., .....  
.....



## 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. ■■■■■■■■, ■■■■, ■■■■■■■■■■, ■■■■■■■■■■■■.

1.2. all information you gave to us.

1.3. financial information processed through the banking system.

**1.4.**

[REDACTED]

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


1.5. information relevant to the performance of your contract.

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

.....  
.....:

2.1. satisfy our obligations under this contract;

[illegible]

2.3. .

.....

2.4. ■■■■■■■■■■ / ■■■■ / ■■■■ / ■■■■ / ■■■■ ;

[illegible]

### 3. Post termination

[illegible]

[illegible][illegible]

3.2.

[REDACTED]

[REDACTED],

[REDACTED]:

[illegible]

**3.2.2.**

[illegible]

## Explanatory notes:

## Casual employment contract

## 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



expiry of the ..... “ .....  
.....”.

You can delete this paragraph if not required.

### 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 .....  
.....

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

### 4. Training

This is an optional paragraph. Edit or delete ..... .

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\\_conditions/employment\\_rights\\_and\\_duties/employer\\_obligations.html](https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/employment_rights_and_duties/employer_obligations.html)

### 5. 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 ..... , .....  
.....

### 6. Hours of work

The recent change in the Organisation and Working Time Act 1997 has removed the phrase ‘zero hours practice’. It means that an employer will no longer be able to engage an .....  
.....

The Organisation and Working Time Act 1997 also states that the maximum average working week for many employees cannot exceed 48 hours. This does not mean that a working week can never ..... 48 .....  
.....



[illegible]

[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)

[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.)

[illegible]

[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/)

## 14. Pension

Your obligation as an employer is to make provision for a pension ■■■■■■■■■■  
■■■■■■■■■■ / ■■■■■■■■■■.

We have provided two options. By all means, we encourage you to use the first option, but we also provide the second option for those who prefer to use a different method.

**Option 1: If you have an internal company operated pension scheme ■■■■■■**

[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)

## 15. Work outside Ireland

[illegible]

## 16. Collective agreements

Delete if not required.

**17. Other business or employment**

[illegible]

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 ■■■■ . ■■■■ . ■■■■



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

## 21. Confidentiality

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

## 22. 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

## 23. Bribery

[illegible]

## 24. Disciplinary and grievance procedures

[illegible]

## 25. Notice of termination

[illegible]

[http://www.citizensinformation.ie/en/employment/unemployment\\_and\\_redundancy/losing\\_your\\_job/losing\\_job\\_entitlements.html](http://www.citizensinformation.ie/en/employment/unemployment_and_redundancy/losing_your_job/losing_job_entitlements.html)

## 26. Arrangements during notice period



## 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 .....  
..... " ..... ". .....  
..... . .....  
..... .

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



