**Employee Handbook**

**General Comments -**

* This is a template/precedent document only. It should be tailored as appropriate to suit the needs of each individual firm.
* All sections should be considered and implemented as deemed appropriate for the firm. This cover page should not be included.
* The LQSI cannot accept any responsibility for any errors or omissions contained in this template document.
* The document should be reviewed on an annual basis, or as required.

**Specific Comments**

* **NB - This is a template document only. Firms need to carefully consider the various clauses in this template handbook and ensure that they apply to the firm.**
* New sections and updates are underlined in red.
* Table of Contents numbering has been updated.
* Changes include:
  + Additional wording to Maternity Leave to reflect the new rights set out in the [Work Life Balance and Miscellaneous Provisions Act 2023](https://www.gov.ie/en/press-release/feae1-new-workers-rights-including-domestic-violence-leave-introduced-under-the-work-life-balance-bill-passed-by-the-oireachtas/).
  + New Section 6.1.4 – ‘Breastfeeding and Employment’ to reflect Section 9 of the [Maternity Protection (Amendment) Act 2004](http://www.irishstatutebook.ie/2004/en/act/pub/0028/index.html), as amended by the [Work Life Balance and Miscellaneous Provisions Act 2023](https://www.irishstatutebook.ie/eli/2023/act/8/enacted/en/print#sec34).
  + Update to Section 6.1.10 – ‘Sick Leave’ to reflect the increase from 3 days to 5 days.
  + New Section 6.1.11 – ‘Unpaid Leave for Medical Care’ to reflect Section 6 of the Work Life Balance and Miscellaneous Provisions Act 2023
  + New Section 6.1.12 – ‘Domestic Violence Leave’ to reflect Section 7 of the Work Life Balance and Miscellaneous Provisions Act 2023.
  + Update to Section 6.1.10 – Sick Leave has increased from 3 days to 5 days from 1 January 2024.

**The Legal Quality Standard of Ireland**

**Updated February 2024**

**[Name of Firm (“The Firm”)]**

**Employee Handbook**

Abstract: This document specifies some of the firm’s Human Resources policies. This Handbook should be read in conjunction with all other Risk Management Policies of [*name of firm].*

**Document summary**

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|  |  |

**Distribution list**

*All the employees of [NAME OF FIRM*].

**Signoff list**

|  |  |
| --- | --- |
| **Name** | **Signature** |
|  |  |

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Introduction

Welcome to the Firm team. The purpose of this handbook is to give details of your conditions of employment, entitlements and general information of what is expected of you as a member of our team.

The principle objectives of the Firm are:

* To achieve the highest standard of service to our clients in respect of quality of work, efficiency, consideration for client’s interest and professional ethics.
* To ensure that our staff have a high level of skill, knowledge and ability with commensurate rewards and job satisfaction. On joining the Firm, you undergo an induction programme and we also discuss any training needs you may have so that we may include those in your initial training plan.

The Firm

*[Give brief history and background of firm]*

The Firm aims to provide a top-class service to all of its clients *[set out Firm’s mission statement].* Part of the success of the Firm has been the commitment and ability of the personnel to “go the extra mile” for the client.

Conditions of service

* 1. Probationary Period

*[Firm to set out their probationary period procedure – sample example -* *The first six months of employment with the Firm is a probationary period. During this time you have the chance to see if you like working in your role with us and likewise we have the opportunity to assess your performance. On successful completion of the probationary period, the person to whom you report directly will appraise your performance.*] [**Ensure compliance with the Transparent and Predictable Working Conditions Regulations 2022**]

* 1. What is expected of you as an Employee with the Firm
     1. Confidentiality

The Firm has access to clients’ secrets therefore confidentiality and security is of prime importance. No one may use information obtained in the course of his or her duties for personal gain. The client affairs may not be discussed in any way whatsoever outside the office. The identity of any client should never be discussed outside the office. Where cases are cited in technical discussion great care must be taken so that details cannot lead to the identification of that client. Confidentiality is essential at all times both during your employment or association with the Firm and thereafter. On taking up employment all employees are required to sign a confidentiality agreement as a condition of their employment.

* + 1. Courtesy

We expect the highest levels of courtesy at all times when dealing with clients and colleagues.

* + 1. Appearance

Appearance is as important as courtesy to clients therefore it is essential that all employees are dressed conservatively. Employees are not permitted to wear jeans.

* + 1. Standards Compliance

At the Firm we have created our own house style. Our aim is to present a professional and consistent quality in all documentation which we produce. You should refer to this guide when preparing new documents.

* + 1. **Conduct and Behaviour**

Employees must familiarise themselves with the firm’s Dignity at Work Policy and be aware that this policy applies both in the workplace and at work associated events such as meetings, conferences and work-related social occasions, with or without the involvement of alcohol, whether on the firm’s premises or off-site.

Contract of Employment

When offered a position with the Firm, you will have received a letter of employment, which give details of your salary, hours and other information relating specifically to your own position.

## Documents which we require

When you report for duty on your first day, you should bring your income tax form, P45 and details of your personal bank account as your salary is paid directly into your bank.

## Changes in personal details

If any of your personal details such as name, address or status change please inform us immediately.

## Resignation and Notice

Notice periods are outlined in your letter of employment. Any resignation should be given in writing to the Firm. Any property belonging to the company such as computers, mobile phones etc must be returned on the last day of service.

## Retirement

*[Firms to insert detail of their Retirement procedure here e.g. samples –* (*It is our policy that all employees retire at the end of the month in which their [65th] birthday is reached. /* *[XXXXXXX] will meet with employees within 6 months of their contractual retirement date to discuss matters such as proposed date of retirement, request to work beyond the Firm’s contractual retirement age etc)*

## Payment of Expenses

*[Firm to set out their procedure re expenses* – *sample e.g*. *You shall be reimbursed for all reasonable and approved out of pocket expenses incurred by you in the performance of your duties for the Firm. To claim expenses you should complete the Expenses Claim Form and attach receipts.]*

## Intellectual Property Rights

All documents, correspondence and material of which you are the author or originator while employed by the Firm shall be the exclusive property of the Firm.

## Termination

Either party can terminate the Contract of Employment by giving the appropriate notice in writing to the other party.

Communications

## Use of telephones, mobile phones and the Internet

The office phones, company mobile phones (*if supplied*) and the Internet are provided for the use in relation to the business. The reasonable use of such facilities in an employee’s own time is permitted, however, if such use is deemed to be excessive this privilege may be withdrawn. [For further details see the firm’s Email, Internet, Intranet Usage Policy.]

## Information and consultation

The Firm is committed to keeping employees informed and consulted on important matters. All employees are encouraged to be innovative in coming forward with ideas and suggestions for improving the ways the Firm conducts its business.

## Meetings

The Firm will have team meetings at regular intervals *[firm to complete]* and all employees are required to attend when invited, either in person or via an online platform.

Leave

## Statutory entitlements

6.1.1 Public holidays

The Firm recognises all public holidays/bank holidays in Ireland, which are days in addition to the statutory entitlement. There are 10 public holidays in the year. They occur on New Year’s Day, St. Brigid’s Day ((1st Monday in February or the 1st February if the date falls on a Friday.), St. Patrick’s Day (or the following Monday if March 17th falls on a weekend), Easter Monday, the 1st Monday in May, the 1st Monday in June, the 1st Monday in August, the last Monday in October, Christmas Day and St. Stephen’s Day [*PLEASE UPDATE AS APPLICABLE TO THE FIRM - (OR the following Monday and/or Tuesday if Christmas Day and St. Stephen’s Day fall on a weekend OR if the public holiday falls on a day which is not a normal working day for that business (for example, on Saturday or Sunday), you are still entitled to benefit for that public holiday. However, you do not have any automatic legal entitlement to have the next working day off work.).* ]

* + 1. Annual leave

The holiday year is from 1st January to 31st December each year. All annual leave must be taken within this period and carry over will only be allowed with prior consultation and approval. Every full-time employee is entitled to [*XXX e.g. 20*] days holidays per year and this entitlement will be calculated on a pro rata basis for part time employees. Annual leave is calculated on a pro rata basis therefore if an employee has joined the Firm and has not completed a full year he/she will be entitled to annual leave according to the amount of time he/she has served. *(***Always ensure compliance with the statutory entitlement under the Organisation of Working Time Act, 1997**)

**Applying for Annual Leave**

*[****Firm to set out their actual procedure – sample e.g.* -** *Any employee in a position that requires a replacement while they are on holidays must make their application at least two weeks in advance. All annual leave applications should be made to [XXXXX] using your personal annual leave sheet. As the Firm may close over the Christmas period, employees may be required to reserve some of their annual leave entitlement for the days on which the office is closed.*

*When applying for leave you should always take into account the impact this may have on the client you are working with at the time. If necessary, arrangements should be made to ensure that the client continues to be supported while you are on leave. This particularly applies to any leave taken at short notice.]*

### Maternity Leave

**Applicable Legislation** - Maternity Leave will be granted in accordance with the provisions of the Maternity Protection Acts 1994 and 2004.

**Update to the Law** -Since 3 July 2023, all the rights and protections outlined below also apply to transgender men who are pregnant or have given birth. You must have a [gender recognition certificate](https://www.citizensinformation.ie/en/birth-family-relationships/legal-recognition-of-preferred-gender/), in accordance with the Gender Recognition Act 2015.

These new rights are set out in the [Work Life Balance and Miscellaneous Provisions Act 2023](https://www.gov.ie/en/press-release/feae1-new-workers-rights-including-domestic-violence-leave-introduced-under-the-work-life-balance-bill-passed-by-the-oireachtas/).

**Maternity Leave** - As and from 1 March 2007 the basic statutory maternity leave entitlement is 26 consecutive weeks.

In addition to the basic statutory maternity leave, you are entitled to an additional 16 consecutive weeks maternity leave. The additional leave period must commence immediately after the basic 26 weeks has ended. There can be no break between maternity leave and additional maternity leave.

You must take at least 2 weeks maternity leave before the end of the week your baby is due and at least 4 weeks after the baby is born.

You are entitled to time off work for ante-natal and post-natal maternity visits.

**Remuneration** - Salary payments are not made by the Firm during maternity leave. [*Amend if your Firm tops up the Maternity Benefit pay during this leave period*].

Where you have enough social insurance PRSI contributions you should be entitled to receive maternity benefit for the 26 weeks maternity leave. This is paid by the Department of Social Protection. The additional 16 weeks leave, if taken, is not subject to payment by the Department of Social Protection. You are responsible for making this application to the Department of Social Protection.

**Notice Periods** - You must give at least 4 weeks written notification to *[XXXXXXX]* before you want to start maternity leave and provide a medical certificate confirming your pregnancy. However, *[Name of Firm]* would appreciate if this notification could be given as early as possible to allow management to plan for the staffing need resulting from the maternity leave.

You should apply for maternity benefit to the Maternity Benefit Section of Department of Social Protection at least 6 weeks before you want to start maternity leave.

You must give at least 4 weeks’ written notice if you want to take the 16 weeks’ additional leave. You can give both notice about maternity leave and additional maternity leave at the same time.

You must give at least 4 weeks written notice to the office of your return-to-work date. If you are not returning to work after maternity leave, you should also provide such confirmation in writing giving at least four weeks’ notice

**Other** - During your statutory maternity leave, entitlement to annual leave and public holidays is retained.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

* + 1. **Breast Feeding and Employment**

**Applicable Legislation** - Your right to time off is set out under Section 9 of the [Maternity Protection (Amendment) Act 2004](http://www.irishstatutebook.ie/2004/en/act/pub/0028/index.html), as amended by the [Work Life Balance and Miscellaneous Provisions Act 2023](https://www.irishstatutebook.ie/eli/2023/act/8/enacted/en/print#sec34).

**Returning to work while still breastfeedings** - you are entitled to take time off work each day to breastfeed. This applies to all women (or birthing parents) in employment who have given birth within the previous 2 years (104 weeks). If you are working and breastfeeding, you are entitled to take 1 hour off work (with pay) each day as a breastfeeding break for up to 2 years (104 weeks) after birth. This time may be taken as:

* One 60 minute break
* Two 30 minute breaks
* Three 20 minute breaks

[***Firm’s to tailor this next paragraph if they have or do not have facilities*** - *Employers do not have to provide facilities in the workplace to facilitate breastfeeding if providing such facilities would give rise to considerable costs. At the choice of your employer, you are entitled to:*

* [*Breastfeed in the workplace*](https://www2.hse.ie/wellbeing/child-health/breastfeeding-and-work.html)*or*[*express breast milk*](https://www2.hse.ie/wellbeing/child-health/expressing-breast-milk/when-you-might-want-to-express.html)*, where suitable facilities are available in your workplace, or*
* *Have your working hours reduced (without loss of pay) to facilitate breastfeeding where suitable facilities are not available.* ]

**Remuneration** – These one hour breastfeeding breaks are with pay.

**Notice** - If you want to continue to breastfeed when you return to work, you must notify your employer (in writing) of your intention to breastfeed at work. You should confirm this at least 4 weeks before the date you plan to return to work from your maternity leave. Employers can require you to supply the child’s birth certificate (or some other document confirming the child’s date of birth).

**Other**  -If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

### 6.1.5 Paternity Leave

**Applicable Legislation** - Paternity Leave will be granted in accordance with the provisions of the Paternity Leave and Benefit Act 2016.

The provisions of the Paternity Leave and Benefit Act 2016 apply to births and adoptions on or after 1 September 2016.

**Paternity Leave** - Paternity Leave entitles employees who are ‘relevant parents’, as defined under the Paternity Leave and Benefit Act 2016, in relation to a child, the entitlement to 2 weeks off work for the purposes of enabling the employee to provide or assist in the provision of, care to the child or to provide support to the relevant adopting parent and/or mother of the child.

You are entitled to take ~~start~~ paternity leave at any time in the first 26 weeks after the birth or placement in the case of adoption.

You must take the 2 weeks paternity leave consecutively.

**Remuneration** - Salary payments are not made by the Firm during paternity leave. [*Amend if your Firm tops up the paternity benefit pay during this leave period*].

Where you have enough social insurance PRSI contributions you should be entitled to receive paternity benefit at the rate set by the Department of Social Proctection~~. a weekly paternity benefit of €262 per week (~~*~~figure correct as at January 2023~~*~~).~~ This is paid by the Department of Social Protection. You are responsible for making this application to the Department of Social Protection.

**Notice Periods** - You must give at least 4 weeks written notification to *[XXXXXXX]* that you plan to take paternity leave and specify the dates. However, *[name of firm]* would appreciate if this notification could be given as early as possible to allow management to plan for the staffing need resulting from the paternity leave. You must provide a certificate from your partner’s doctor stating when your baby is due or stating the baby’s actual date of birth if you apply for leave after the birth. In the case of adoption, you must provide a certificate of placement showing the date when the child was placed with you.

You should apply for paternity benefit to the Paternity Benefit Section of the Department of Social Protection at least 4 weeks’ before you intend to start your paternity leave.

**Other** -You will continue to build up your entitlement to annual leave and you are also entitled to leave for any public holidays that occur during your paternity leave.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

* + 1. Parental Leave

**Applicable Legislation** – Parental Leave will be granted in accordance with the Parental Leave Acts 1998-2019.

**Parental Leave** - Since the 1st September 2020, any full-time employee generally with over one year’s continuous service and who is a ‘relevant parent’ as defined in the said Parental Leave Acts, is entitled to take 26 weeks parental leave for each eligible child before their 12th birthday , 16th birthday in the case of a child with a disability or long-term illness or if you adopted your child between the age of 10 and 12, you can take parental leave for them up to 2 years after the date of the adoption order, an extension of parental leave may be allowed if illness or another incapacity stopped you from taking the leave before your child reached the age limit. (If you work part-time your entitlement to parental leave is reduced on a pro-rata basis. Where working with the firm for less than a year or working part-time please speak to *[XXXXXXXX]* to find out your entitlements.)

You can take this leave as:

* One continuous period of leave or
* 2 separate blocks of a minimum of 6 weeks each
* Where agreed with *[XXXXXXXX],* broken into working days and/or hours

There must be a gap of at least 10 weeks between the 2 periods of parental leave per child.

**Remuneration** – Parental leave is unpaid.

**Notice Period** - You must give at least 6 weeks’ notice in writing to *[XXXXXXX]* before the leave is due to start. In your application include the start date, the manner in which the leave will be taken and the duration of the leave. You must sign a confirmation document with *[XXXXXXX]* confirming the details of your parental leave at least 4 weeks before the leave is due to start. However, [*name of firm*] would appreciate if this notification could be given as early as possible to allow management to plan for the staffing need resulting from the parental leave.

The Firm can postpone parental leave for up to 6 months (grounds for such postponement include lack of cover or the fact that other employees are already on parental leave) and in some circumstances parental leave may be postponed twice if the reason is seasonal variations in the volume of work.

**Other** -You will continue to build up your entitlement to annual leave and you are also entitled to leave for any public holidays that occur during your parental leave.

Parental leave is to be used only to take care of the child concerned. If you take parental leave and use it for another purpose the firm is entitled to cancel the leave.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

6.1.7 Family Emergency Leave (Force Majeure Leave)

**Applicable Legislation** – Force Majeure Leave will be granted in accordance with the Parental Leave Acts 1998 -2019.

**Force Majeure Leave** - Force Majeure leave gives an employee a limited right to leave from work in the event of a family crisis. It arises in circumstances, where for urgent family reasons, the immediate presence of the employee is indispensable owing to an injury or illness of a close family member.

A close family member includes a child, spouse/partner, brother/sister, parent, grandparent or dependent.

By law you are entitled to a maximum amount of leave of 3 days in any 12-month period or 5 days in a 36-month period.

**Remuneration** - You are entitled to be paid by the Firm when you are on statutory force majeure leave.

**Notice Period** - You must contact *[XXXXXXX]* as soon as possible to notify them of such absence. Then, immediately on your return to work, you must make your application **in writing** to your employer. (Alternatively, your employer may have a specific ‘force majeure form’ that they want you to fill in.)

**Other** - If you require more details please ask [XXXXXX] who will assist you in advising you of your status and entitlement.

‘

6.1.8 Parent’s Leave

**Applicable Legislation** - Parent’s leave will be granted in accordance with the provisions of the Parent’s Leave and Benefit Act 2019 as amended by the Family Leave and Miscellaneous Provisions Act 2021.

*[****Note*** *- Changes to Parents Leave from the 1 July 2022*

* *Parent’s leave increased from 5 weeks to 7 weeks for children born or adopted after 1 July 2022*
* *You can claim the additional 2 weeks' parent’s leave if your child is under the age of 2 on 1 July 2022 or your adopted child has been placed with your family less than 2 years on 1 July 2022*
* *You must complete the extra leave on or before your child’s second birthday or within 2 years of the adoption placement*
* *Parent’s Benefit increased from 5 weeks to 7 weeks for each parent (if you qualify)*
* *Parents of children born between November 2019 and July 2020 will not be eligible for the additional 2 weeks.]*

**Parents Leave** – Parent’s leave entitles each ‘relevant parent’ (as defined in the Parent’s Leave and Benefit Act 2019 as amended) to 7 weeks’ statutory leave during the first 2 years of a child’s life, or in the case of adoption, within two years of the placement of the child with the family.

You can take this leave as one continuous period of 7 weeks leave or separate periods of not less than one week.

**Remuneration** - Salary payments are not made by the Firm during parents leave. [*Amend if your Firm tops up the parent’s benefit pay during this leave period*].

Where you have enough social insurance PRSI contributions you should be entitled to ~~a weekly parent’s benefit of €262 per week (figure correct as at January 2023). This is paid by~~ a payment from the Department of Social Protection. You are responsible for making this application to the Department of Social Protection.

**Notice Period** - You must give at least 6 weeks’ notice in writing of your intention to take parents leave to *[XXXXXXX].* You should include the start date, the way the leave will be taken and how long the leave will last. However, [*name of firm*] would appreciate if this notification could be given as early as possible to allow management to plan for the staffing need resulting from the parents leave.

The Firm has the right to postpone parent’s leave for up to 12 weeks (grounds for such postponement include seasonal variations in the volume of work, lack of cover, nature of your duties, the number of other employees also taking parent’s leave and any other relevant matters.)

**Other** -You will continue to build up your entitlement to annual leave and you are also entitled to leave for any public holidays that occur during your parent’s leave.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

6.1.9 Adoptive Leave

**Applicable Legislation** - Adoptive Leave will be granted in accordance with the provisions of the Adoptive Leave Acts 1995 and 2005 as amended.

**Adoptive Leave** -Adoptive leave gives 24 consecutive weeks’ leave off work to one parent of the adopting couple or a parent who is adopting alone. The 24 weeks start from the date the child is placed in your care. In addition to the 24 weeks adoptive leave you can take up to 16 additional weeks’ adoptive leave. The additional 16 week leave period must commence immediately after the 24 weeks has ended. There can be no break between adoptive leave and additional adoptive leave.

You are entitled to time off work to attend preparation classes and pre-adoption meetings with social workers.

**Remuneration** - Salary payments are not made by the Firm during adoptive leave. [*Amend if your Firm tops up the Adoptive benefit pay during this leave period*].

Where you have enough social insurance PRSI contributions you should be entitled to get adoptive benefit for the 24 weeks adoptive leave. This is paid by the Department of Social Protection. The additional 16 weeks leave, if taken, is not subject to payment by the Department of Social Protection. It should be noted that the Department of Social Protection will pay Adoptive Benefit for the full 24 weeks only if your adoptive leave begins on the date of placement. You are responsible for making this application to the Department of Social Protection.

**Notice Periods** - Adoptive Leave Notice - You must give at least 4 weeks’ notice before the expected placement of the child, in writing to *[XXXXXXX]* of your intention to take adoptive leave and when you expect to start your leave. However, *[name of firm]* would appreciate if this notification could be given as early as possible to allow management to plan for the staffing need resulting from the adoptive leave.

Additional Adoptive Leave Notice – You must give at least 4 weeks’ notice in writing to *[XXXXXXX]* of your intention to take additional adoptive leave. You can give notice about adoptive leave and additional adoptive leave at the same time.

An adopting parent who is taking adoptive leave must provide *[XXXXXXX]* with a certificate of placement confirming the adoption within 4 weeks of the date the child comes into your care.

Return to Work – You must give at least 4 weeks’ written notice to *[XXXXXXXX]* informing the firm of your return to work date.

**Other** -You will continue to build up your entitlement to annual leave and you are also entitled to leave for any public holidays that occur during your adoptive leave and additional adoptive leave.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

* + 1. **Sick Leave**

**Applicable Legislation** – Sick Leave will be granted in accordance with the Sick Leave Act 2022.

**Sick Leave** - ~~The entitlement to sick pay started on 1 January 2023. Employees have a right to 3 days’ sick pay per year~~ From the 1 January 2024 employees have a right to take 5 days’ sick pay per year, where an employee has worked for their employer for at least 13 continuous weeks before they are sick and where they are certified by a GP as unable to work. Sick days can be taken as consecutive days or non-consecutive days.

**Remuneration** – Statutory sick leave payment entitles you to 70% of your normal pay, up to a maximum €110 a day. (If your firm has a more generous sick pay scheme insert here, employers cannot give less than the statutory amount.) The sick pay year is the calendar year, so it runs from 1 January to 31 December.

**Other** – There are limited circumstances where Statutory Sick Leave does not apply. If you require more details please ask [*XXXXXX*] who will assist you in advising you of your status and entitlement.

* + 1. **Unpaid Leave for Medical Care Purposes**

**Applicable Legislation** – Unpaid leave for medical care purposes will be granted in accordance with the Work Life Balance and Miscellaneous Provisions Act 2023.

**Unpaid Leave for Medical Care** - Unpaid leave for medical care was introduced on 3 July 2023. It gives you 5 days unpaid leave if you need to take time off work to deal with serious medical care for a child or other relevant person like a family member as defined in the Act. The leave is available to both parents and carers. You have a right to 5 days leave for medical care in any 12 consecutive months. This is the statutory entitlement (that means the legal minimum). You do not need to take the leave all at once. It can be taken as single or multiple days. The leave cannot be taken in periods of less than one day. If you take a half day’s leave, for example, it is still counted as one day

**Remuneration** – This is unpaid leave.

**Notice Periods** - You do not have to give your employer notice to take the leave in emergency circumstances. You should give notice if it is possible.

You must give confirmation to [Employer/XXXXX] in writing that you want to apply for (or have already taken) the leave. You should do this as soon as reasonably practical. You must also sign a confirmation.

Your signed confirmation must contain: (1) The start date, (2) Length of the leave and (3) a statement of fact (explaining why you are entitled to the leave).

[Employer/XXXXX] must keep the confirmation document and give you a written acknowledgment that they received the confirmation.

Your employer can request information relating to:

* Your relationship with the person being cared for
* The nature of that care
* Relevant evidence stating that the person named is, or was, in need of significant care or support for a serious medical reason (‘Serious medical reason’ is not defined in the Act and ‘relevant evidence’ is either: A medical certificate signed by a doctor or other evidence the employer may reasonably require. The medical cert does not need to state the nature of the medical condition. It only needs to be a statement of fact that the person is, or was, in need of significant care or support for a serious medical reason.)

**Other** - Unpaid leave for medical care is different to [force majeure leave](https://www.citizensinformation.ie/en/employment/employment-rights-and-conditions/leave-and-holidays/types-of-leave-from-work/#48e41d), which is paid leave for an urgent family crisis.

If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

* + 1. **Domestic Violence Leave**

**Applicable Legislation** – Domestic Violence Leave will be granted in accordance with the Work Life Balance and Miscellaneous Provisions Act 2023.

**Sick Leave** – From 27 November 2023, you have a legal right to 5 days of paid domestic violence leave if you need to take time off work because of the abuse. You can also take this leave if you are supporting a ‘relevant person’ such as a partner. You have a right to 5 days of domestic violence leave in any consecutive 12 months. This is the statutory entitlement (that means the legal minimum). Your employer can give you more than the statutory entitlement and they may give you additional paid or unpaid special leave if needed. The leave does not need to be taken all at once. It can be taken as single or multiple days. An absence for part of a day is counted as one day.

The leave can be taken to allow you, or the person you are supporting, to do any of the following: medical visits, accessing services from a victim services organisation, accessing counselling, relocating temporarily or permanently, getting a safety order from the courts, getting help or advice from a legal practitioner like a solicitor, getting help from the Garda Síochána or accessing domestic violence of other relevant services. It might not be possible to do these things outside your work hours or you may need to keep them hidden from your abuser. The domestic violence can be ongoing or have occurred in the past.

**Remuneration** – Domestic violence leave is paid by your employer at your full rate of pay. Your employer should not make any reference to domestic violence leave on your payslip.

**Notice Periods** - You do not have to give your employer notice to take domestic violence leave in emergency circumstances. You should give notice if you are able to, or as soon as you practically can after taking it.

**Other** – If you require more details please ask *[XXXXXX]* who will assist you in advising you of your status and entitlement.

## Other Types of Leave from Work

* + 1. Compassionate Leave

In the case of a family bereavement, the Firm will grant discretionary leave as follows: - *[Firms to complete in accordance with the custom and practice of the Firm e.g. a week paid leave in the case of immediate family].*

Sick absence

*[Firms should draft an appropriate sick leave procedure including notification procedures and details of any payment to be made to staff members, production of medical certificates, return to work procedures and extended leave procedures.]*

Remuneration

* 1. Rate of Pay

*[Firm to tailor]* Your rate of pay will be as agreed in your contract. Your salary is paid monthly in arrears by credit transfer on the *[insert date*] of each month. Your payslip is distributed accordingly.

* 1. Salary Payslip

The information contained in your payslip includes the following:

*Employee name*

*PPS number*

*Gross Salary*

*Overtime details (if applicable)*

*Statutory deductions (PAYE, PRSI)*

*Pension Deductions / Contributions*

*Details of tax credits*

*Cumulative pay*

*Cumulative deductions*

Benefits

* 1. Life assurance

***[Firm to complete] [Delete section if Not Applicable]***

*[****The following is a sample scenario only*** *- The Firm’s pension scheme incorporates life assurance cover at 3 times basic salary on condition that no excess health loading exists on your life and subject to satisfactory medical examinations (if required). Employees have the option of increasing life assurance cover by making voluntary payments into the scheme*.]

* 1. Membership of professional bodies

***[Firm to complete][Delete section if Not Applicable]***

*[****Sample example only*** *- The Firm will pay subscription fees to professional bodies appropriate to your duties.]*

Pension

***[Firm to complete][Delete section if Not Applicable]***

*[****The following is a sample scenario only*** *- The Firm has a pension scheme for its employees. The scheme is designed to provide benefits to you and your family, which are in addition to those provided by the state. As a member of the scheme you and your family will be entitled to the following benefits:*

* *A pension for when you retire, with the option of taking part of it in the form of a tax-free cash lump sum.*
* *A lump sum for your dependants if you die while in service before your retirement date i.e. life assurance.*
* *An additional voluntary contribution (AVC) facility.*

*To join the pension scheme you must be a permanent full-time employee of the Firm and have completed your six-month probationary period. The scheme is contributory, your contribution being X% of salary. If you would like further details of the scheme please ask XXXXXXX.]*

Timekeeping and attendance

## Working hours

Your normal working hours are *[Firm to complete e.g. 9:00 a.m. to 5:30 p.m.]* Monday to Friday, with a one-hour break for lunch. Employees may from time to time be required to spend additional time at client premises or in the office and flexibility is sought and given in regard of such extra hour’s work.

Discipline and grievance

## Disciplinary Procedure

The Firm reserves the right to take disciplinary action when deemed necessary. Before taking any disciplinary action, the Firm may make investigation and inquiry which may include a fact-finding meeting with you as is reasonable in all circumstances. In the event of perceived misconduct, the company will be entitled to suspend you forthwith in order to consider and investigate the allegation and decide what action and procedure would be appropriate. Remuneration may be payable to you during any such suspension depending on the seriousness of the incident. Deliberate breach of client confidentiality is deemed as gross misconduct and may lead to disciplinary action up to and including dismissal. Less serious incidents may lead to written warnings.

## Grievance Procedure

If at any time you have a grievance relating to your employment you should raise the matter with *[XXXXX].*

Health and safety

## Safety Statement

The Firm is committed to providing a safe and healthy work environment. *[XXXXXX]* is the Safety Representative of the firm. A copy of the Firm’s Health & Safety Statement is available in reception. It is your duty, as employee, to take reasonable care of both your own personal health and safety at work and that of persons who may be affected by your actions or omissions at work personal health and safety at work and that of persons who may be affected by your actions or omissions at work. You are also required to comply with any statutory regulations or safety and health at work requirements with any clients when working on their premises.

## No Smoking Policy

Smoking is forbidden at all times throughout the building.

## First aid

A first aid box is located in the *[XXXXXXXX e.g. kitchen area].*

## Fire safety

13.4.1 Office Equipment

Please ensure that any equipment has been switched off before you leave the office in the evening.

* + 1. Evacuation of Premises

On hearing the fire alarm bell, you should leave the building either through the front door or the back door. You should then make your way to the assembly point, which is at *[location]*. When exiting the building walk do not run and do not stop to collect any personal belongings. You should not re-enter the building under any circumstances until you are told that it is safe to do so.

Performance management

The Firm’s performance management process is as follows:-

*[Firm to outline their performance management process]*

*[****Sample Scenario*** *- Objectives will be agreed for each employee at the start of the Firm’s financial year [1st January to 31st December]. At the time of agreeing objectives, a personal development plan for the year will also be agreed. Performance reviews will be conducted for each employee at the end of the Firm’s year, usually in [January]. An appraisal will also be conducted at the end of the six-month probationary period.]*

Diversity and equality

## Harassment and bullying policy

Harassment and/or bullying of fellow employees are not tolerated. Any such alleged misconduct will be investigated and may lead to disciplinary action, up to and including dismissal. See also the Firm’s policy on Dignity at Work.

## Diversity

The Firm respects and values the diversity among its employees and all those with whom it does business. The Firm is committed to creating and maintaining a work environment which does not discriminate directly or indirectly on grounds of gender, marital status, family status, sexual orientation, religious belief, disability, race or ethnic origin, members of the travelling community and age. Decisions on recruitment, selection, pay, terms and conditions, training and development, promotion, performance appraisal, access to benefits and termination on employment will be based solely on objective and business-related activity. Every employee is expected to conduct him- or herself with high standards of courtesy and consideration in the workplace, at work related events and when doing business on behalf of the Firm. See also the Firm’s policy on Equality, Diversity and Inclusion.

Data Protection

**How your information will be used**

1. As your employer, the firm needs to keep and process information about you for normal employment purposes. The information we hold and process will be used for our management and administrative use only. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately, during the recruitment process, whilst you are working for us, at the time when your employment ends and after you have left. This includes using information to enable us to comply with the employment contract, to comply with any legal requirements, pursue the legitimate interests of the firm and protect our legal position in the event of legal proceedings. If you do not provide this data, we may be unable in some circumstances to comply with our obligations and we will tell you about the implications of that decision.

2. As a legal firm providing legal services to our clients, we may sometimes need to process your data to pursue our legitimate business interests, for example to prevent fraud, administrative purposes or reporting potential crimes. The nature of our legitimate interests is the provision of legal services. We will never process your data where these interests are overridden by your own interests.

3. Much of the information we hold will have been provided by you, but some may come from other internal sources, such as your manager, or in some cases, external sources, such as referees.

4. The sort of information we hold includes your application form and references, your contract of employment and any amendments to it; correspondence with or about you, for example letters to you about a pay rise or, at your request, a letter to your mortgage company confirming your salary; information needed for payroll, benefits and expenses purposes; contact and emergency contact details; records of holiday, sickness and other absence; information needed for equal opportunities monitoring policy; and records relating to your career history, such as training records, appraisals, other performance measures and, where appropriate, disciplinary and grievance records *[INSERT ANY FURTHER CATEGORIES HERE].*

5. You will, of course, inevitably be referred to in many firm documents and records that are produced by you and your colleagues in the course of carrying out your duties and the business of the firm. You should refer to the Data Protection Policy which is available on the intranet or in paper format from *[ ]*

6. Where necessary, we may keep information relating to your health, which could include reasons for absence and GP reports and notes. This information will be used in order to comply with our health and safety and occupational health obligations – to consider how your health affects your ability to do your job and whether any adjustments to your job might be appropriate. We will also need this data to administer and manage statutory and firm sick pay, *[ADD BENEFITS e.g. health insurance or life insurance policies].*

7. Where we process special categories of information relating to your racial or ethnic origin, political opinions, religious and philosophical beliefs, trade union membership, biometric data or sexual orientation, we will always obtain your explicit consent to those activities unless this is not required by law or the information is required to protect your health in an emergency.

8. Where we are processing data based on your consent, you have the right to withdraw that consent at any time.

9. In addition, we monitor computer *[and telephone/mobile telephone]* use, as detailed in our Computer/telephone/electronic communications policy, available *[in the firm handbook/on the intranet].[we also keep records of your hours of work by way of our clocking on and off system, as detailed in the company handbook/intranet].*

10. Other than as mentioned below, we will only disclose information about you to third parties if we are legally obliged to do so or where we need to comply with our contractual duties to you, for instance we may need to pass on certain information to [our external payroll provider], pension or health insurance schemes.

11. Your personal data will be stored for a period of *[INSERT PERIOD HERE]* or the criteria used for determining how long your data will be stored for is *[INSERT CRITERIA HERE].*

12. If in the future we intend to process your personal data for a purpose other than that which it was collected we will provide you with information on that purpose and any other relevant information.

**Your rights**

13. Under the General Data Protection Regulation (GDPR) and The Data Protection Act [ ] you have a number of rights with regard to your personal data. You have the right to request from us access to and rectification or erasure of your personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.

14. If you have provided consent for the processing of your data you have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before your consent was withdrawn.

15. You have the right to lodge a complaint to the Supervisory Authority if you believe that we have not complied with the requirements of the GDPR or DPA with regard to your personal data.

**Identity and contact details of Controller and Data Protection Manager**

16. *[NAME OF FIRM]* is the controller *[and processor]* of data for the purposes of the DPA and GDPR.

17. If you have any concerns as to how your data is processed you can contact: *[[NAME]* Data Protection Manager at *[EMAIL ADDRESS]] [NAME] [JOB TITLE]* at *[EMAIL ADDRESS]* or you can write to these individuals using the address of [ ]

**Signed:**

**Date:**

**Date of next review:**