

Statement of Terms of Employment of Temporary Agency Workers - Temporary Assignment Confirmation

Between

Name	
Address	

And

Local Jobs Limited T/A Celtic Careers

We confirm the following details of your assignment:

Company	Applus Inspection Services Ireland Limited - NCT Car Testing Service
Company Address	3026 Lake Drive, Citywest Business Campus, D24 RC8V
Commencing on	
On your first day you will be met onsite by	Marian Dennis or Sandra Mitchell – who will check you in and bring you to the training room
Hourly Rate	€13/h
Position	Booking Agent
Dress Code	Smart Casual

This position is for a temporary ongoing period and will be **assessed regularly**. The anticipated end date of this assignment has not yet been determined and is dependent on the needs of the client's business.

- Onboarding:** You will be training for the first day at the above location
- **Tuesday to Friday 9.00.am - 5.00pm for your first week**
 - After which you will be rostered each Friday on a weekly basis for the following week.
 - Our clients' offices are open from 8 a.m. to 8 p.m. Monday to Thursday and from 8 a.m. to 6 p.m. on Fridays.
 - You will be doing a minimum 20 hours a week and you will be advised of break times. During busy periods temps are assigned full time hours.

Celtic Careers appreciates that you refrain from discussing your salary details. This is confidential information between Celtic Careers and the candidate and rates are determined by several factors.

We would appreciate if you could provide us with your PPS no and bank details in the form below by return email. You will be paid Friday of each week for previous week's worked hours.

Should you be in the fortunate position that our client wishes to engage your services on a contract or in a permanent capacity please contact your Celtic Careers Recruitment Consultant to let us know of these developments.

GOOD LUCK WITH YOUR TEMPING ASSIGNMENT!

Temp Staff Bank Details

Personal Details	
First Name:	
Last Name:	
Full Address:	
Email Address (for payslip purposes):	
Phone Number:	
PPS Number:	

Banking Details	
Bank Name:	
Bank Address:	
Bank Identifier Code (BIC):	
IBAN Number (International Bank A/C No):	

Medical Details	
Next of Kin / Emergency Contact:	
Emergency Contact Phone Number:	
Relationship:	
Medical: Do you have any known illness that would prevent you from doing the job or put you or others at risk.	Y/N:
If yes – please specify accommodations required	

If you require assistance, please contact our finance department on 01-627 8750 or email finance@celticcareers.com

Contract for Services for Temporary Workers (Terms of Engagement)

Name	
Date	

1. Definitions In these terms of employment, between the agency Local Jobs Limited T/A Celtic Careers (the 'Company') and the Temporary Agency Worker as named above, the following terms apply:

- The 'Client' means the person, company, corporate body, or associated company requiring the services of the Temporary Agency Worker.
- The 'Temporary Agency Worker' means the person whom the Company engages to carry out temporary agency work assignments as per this Statement of Terms of Employment and the relevant Assignment Letter.
- The 'Assignment' means the period during which the Temporary Agency Worker is engaged to render services to the client.

2. The Contract

- These terms of engagement constitute a contract for temporary agency work between the Company and the Temporary Agency Worker and govern all assignments undertaken by the Temporary Agency Worker whereby the Temporary Agency Worker will be assigned to provide services to the clients.
- The Temporary Agency Worker will be assigned to work for a client of the Company (the Client). The Company is not obliged to provide any assignments to the Temporary Agency Worker. Should the Company fail to provide the temporary worker with an assignment, this shall give rise to no liability on the part of the Company.
- The Temporary Agency Worker is not obliged to accept an assignment offered by the Company.
- If the Temporary Agency Worker accepts an assignment offered by the Company, these terms shall apply.
- If the Temporary Agency Worker accepts an assignment offered by the Company and fails to meet their obligations of that assignment by not reporting to the client site and in doing so fails to honour the terms of employment, the contract between the Temporary Agency Worker and the Company will cease with immediate effect without notice.
- Between assignments, no contract shall exist between the Company and the Temporary Agency Worker.
- No alteration of these terms and conditions shall be valid unless agreed in writing between the Company and the Temporary Agency Worker.

3. Assignment Letter On commencement of each assignment the Temporary Agency Worker will receive a letter of assignment which will outline the particulars in relation to the terms of that assignment. That letter along with these terms form the Temporary Agency Worker terms and conditions of employment.

4. Employee Handbook the Temporary Agency Worker is required to comply with the Company's policies and procedures as set out in the Company's Temporary Agency Worker Handbook a copy of which the Temporary Agency Worker has. The Temporary Agency Worker handbook may be amended from time to time by the company. The Temporary Agency Worker may be obliged to abide by certain policies that are specific to the client of whom they are placed on assignment with.

5. Position

- The Company will endeavour to obtain suitable assignments for the Temporary Agency Worker with clients to work in the position as described in the Temporary Agency Worker assignment letter.
- The Temporary Agency Worker will be required to be flexible and to undertake such other work as may be assigned from time to time.

6. Place of Work the Company's office is located at Ground Floor, Unit G, Citywest SC Offices, Citywest, Dublin 24. However, the Temporary Agency Worker will be required to work at the location of the Client assignment(s). The Temporary Agency Worker will be required to work at the client's establishment or where there is no fixed or main place of work, or at various locations as directed by the Company. The Temporary Agency Worker's place of work will be stated in the assignment letter. The Temporary Agency Worker may be required to change location subject to Company or Client requirements. The Temporary Agency Worker will be given as much notice of any such change of place of work as is reasonably practicable.

7. Hours of work and timekeeping Temporary Agency Worker hours of work will vary based on the Client's business needs and will be in accordance with statutory requirements. These hours may vary based on the Client's business requirements in which case the Temporary Agency Worker will receive as much notice as possible. The Temporary

Agency Worker's normal hours of work will be given to the Temporary Agency Worker in the Temporary Agency Workers assignment letter on commencing an assignment. The Company places great importance on punctuality. The Temporary Agency Worker should be at their place of work, ready to commence work at their required starting time. The Company will use appropriate means to record timekeeping and attendance which may include online and biometric time recording. A poor record of timekeeping may lead to disciplinary action, up to and including dismissal. All hours of work assigned to the Temporary Agency Worker will be in line with the Organisation of Working Time Act 1997. However, from time to time the Company may require the Temporary Agency Worker to be more flexible and work outside of the above normal hours of work in order to meet the needs of the client's business requirements. This will be done in accordance with the Organisation of Working Time Act 1997. The Temporary Agency Worker will/will not be additionally compensated for overtime depending on the terms of the Temporary Agency Worker's assignment. **Shift work** may apply depending on the terms of the Temporary Agency Worker's assignment.

8. Breaks and rest periods The Temporary Agency Worker's rest arrangements will be given in line with the

Organisation of Working Time Act 1997 and in line with the break arrangements specific to the assignment the Temporary Agency Worker is undertaking. The Temporary Agency Worker will be made aware on each assignment of the particulars in relation to breaks but in any case, they will always be in compliance with the Organisation of Working Time Act 1997 as is or as follows:

Under the Organisation of Working Time Act 1997, an employee is entitled to rest period and breaks as follows:

- An employee cannot work in excess of four and a half hours without receiving a break of at least 15 minutes; and in excess of 6 hours without receiving a break of at least 30 minutes (which may include the 15-minute break).
- An employee is entitled to a rest period of at least 11 consecutive hours in each period of 24 hours.
- In each period of seven days an employee shall be granted a rest period of at least 24 hours consecutive hours (to be preceded by the 11 hours daily rest), alternatively, in lieu of this, an employer may grant in the next following period of seven days two consecutive 24-hour rest period (also to be preceded by the 11 hours daily rest).

Should the Temporary Agency Worker fail to receive a statutory rest break as listed above, the Temporary Agency Worker must notify its Recruitment Consultant in writing within one week of the missed rest period/break as to the reason for same. Compensatory rest will then be arranged where appropriate. Upon commencing an assignment, the Temporary Agency Worker will be assigned with a Recruitment Consultant within the Company. This person will manage the day to day issues and concerns the Temporary Agency Worker may encounter in relation to pay, holiday requests, sick leave or any other issue pertaining to the Temporary Agency Workers assignment. The Temporary Agency Worker will be made aware whether or not breaks will be paid or unpaid.

9. Conduct of Assignments By accepting assignments, the Temporary Agency Worker agrees during every assignment and afterwards, as appropriate, to:

- Co-operate with the client's staff and accept the direction, supervision, and instruction of any responsible person in the client company.
- Observe any rules and regulations of the client's establishment to which attention has been drawn or which the temporary worker might reasonably be expected to ascertain.
- Conform to the normal hours of work currently in operation at the client's establishment, unless otherwise agreed.
- Comply with the health and safety policy of the client and take all reasonable steps to safeguard his/her own safety and the safety of any other persons who they may reasonably come into contact with during their assignment.
- Refrain from engaging in any conduct which would be detrimental to the interests of the client and the Company.
- Advise the Recruitment Consultant if they have been offered permanent employment by the client and provide details of any remuneration offered.
- Inform the Recruitment Consultant directly by telephone at least 2 hours or as soon as practicable before the scheduled assignment commencement time, if for any reason they are unable to attend an assignment. Text messages are not acceptable. This enables the Company to make alternative arrangements. Failure to meet this requirement may result in termination of the Temporary Agency Worker terms of engagement in line with clause 2: **The Contract**. Should there be no one available at the time to take your call please leave a voicemail with full details.

10. Payment Rates of pay may vary with each assignment. Upon the commencement of each assignment, the Company will notify the Temporary Agency Worker of the applicable pay rate, the method and frequency of payment. Pay rates will, at least, and at all times comply with the

prevailing National Minimum Wage Act 2000 for all hours worked and in line with the Protection of Employees (Temporary Agency Work) Act 2012. Sunday Premiums will be automatically included in the standard rate of pay unless explicitly stated in the Temporary Agency Worker assignment letter. Temporary Agency Workers who earn less than 1.5 times the prevailing National Minimum Wage may request a written statement of their annual hourly rate of pay for a period during the previous 12 months. The Temporary Agency Worker will receive payment weekly in respect of assignments with the client subject to deductions for PAYE and PRSI and other deductions, which the Company is required by law to make. In the event of an assignment being undertaken that is other than above, the hourly rate of pay will be as determined by the Company. Unless otherwise agreed, the Temporary Agency Worker is not entitled to payment either from the Company or a client in respect of time not spent on assignment, whether in respect of illness or absence or for any other reason with the exception of annual leave or public holidays. For the avoidance of doubt, no payment will be provided to the Temporary Agency Worker outside of their assignments.

In the event the Temporary Agency Worker is incorrectly overpaid, whether through an administrative error or as a result of an incorrect timesheet approval or any other such reason resulting in an overpayment, the Temporary Agency Worker agrees that the company reserves the right in line with the Payment of Wages Act 1991 to deduct the overpayment in the next pay period and that such a deduction is deemed a lawful deduction.

11. Annual Leave Annual leave entitlements will, at the least, comply with the provisions of the Organisation of Working Time Act, 1997 calculated on the prevailing basic rate of pay to a maximum of 20 days per annum or in line with the prevailing conditions as per the Protection of Employees (Temporary Agency Work) Act 2012. The Company will ensure that Temporary Agency Workers receive the appropriate annual leave in respect of the time they have worked. Temporary Agency Workers are required to take their annual leave entitlement at times convenient to the business and within the leave year (Jan – Dec). Requests for annual leave should be made to the Recruitment Consultant and leave should not be taken, nor arrangements made, until permission has been obtained. The final decision in allocating annual leave rests with the Company and as such reserves the right to determine when annual leave days are taken. Where the paid holidays already taken exceed the paid holiday entitlement on the date of completion of an assignment, the Temporary Agency Worker agrees to repay such monies forthwith.

13. Public Holidays Public Holiday entitlements will comply with the provisions of the Organisation of Working time Act, 1997, calculated on the prevailing basic rate of pay to a maximum of 8 hours per day. The current public holidays in Ireland are as follows:

- 1 January (New Year's Day).
- St Brigid's Day – 1st Monday closest to 1st February from 2023
- St Patrick's Day
- Easter Monday
- The first Monday in May.
- The first Monday in June.
- The first Monday in August.
- The last Monday in October.
- Christmas Day & St Stephen's Day.

The Temporary Agency Worker may be required to attend for work on a public holiday, but the details of public holiday arrangements and entitlements will be outlined on commencement of an assignment. Where there are adhoc requirements for the Temporary Agency Worker to work on a public holiday the relevant notice will be provided.

14. Other leave The Company provides for the following forms of leave in line with statutory provisions:

- Maternity leave
- Adoptive leave
- Parental leave
- Paternity leave
- Parents Leave
- Force majeure leave
- Carer's leave
- Leave for jury service

Full details of the Company's policy in relation to the above are available from the Recruitment Consultant.

15. Pension the Temporary Agency Worker is entitled to access the Company P.R.S.A. scheme. For details, please contact finance@celticcareers.com.

16. Employment Equality the Company is an equal opportunity employer. Temporary Agency Workers are selected on the basis of their abilities and merits to perform the tasks required. The Company policy is to be fair and consistent in all aspects of our business. In line with the Employment Equality Acts, 1998-2015 the company will not condone harassment or bullying of any form in the workplace. Contact your Recruitment Consultant for information on the Company's Anti - Bullying and Anti - Harassment Policy (Code of Practice on the Prevention and Resolution of Bullying at Work 2022) or review online under clause 4.

17. Retirement Your contract with the Company shall automatically terminate when you reach the Company's normal retirement age of 65 years old where such termination can be objectively justified.

18. Grievance Procedure If the Temporary Agency Worker has any grievance that they consider to be genuine in respect of any aspect of their employment, please contact the Recruitment Consultant for details of the Company's Grievance Procedure.

19. Disciplinary Policy the Company reserves the right to discipline a Temporary Agency Worker, up to and including dismissal, following due procedure, on grounds of:

- Incapability
- Poor attendance
- Incompetence
- Qualifications
- Misconduct
- Redundancy
- Failure to carry out reasonable instructions
- Legal reasons

- Some other substantial reason

There are also certain breaches of Company rules and of established customs and practices which may also render a Temporary Agency Worker liable to dismissal. All disciplinary action and dismissals will be carried out in accordance with the Company's Disciplinary Procedure. Details of the Company's Disciplinary Procedure can be obtained from the Recruitment Consultant.

20. Suspension A Temporary Agency Worker's assignment may be suspended with pay by the Company as part of the procedure to conduct an investigation as per the Company's Bullying and Harassment, Grievance and Disciplinary Procedures.

21. Absence and sick pay policy Absences from work, for whatever reason, must be notified to the Recruitment Consultant and client company on the first day of absence at least 2 hours before the scheduled assignment commencement time. The Temporary Agency Worker must speak directly with the Recruitment Consultant and client representative. Should there be no one available at the time to take your call please leave a voicemail with full details. Text messages or other similar forms of communication are not acceptable. Failure to meet this requirement may result in termination of the Temporary Agency Worker terms of engagement in line with clause 2: **The Contract**. Medical Certificates will be required for absences over 3 days and weekly thereafter, to be submitted on the third day of absence and at the beginning of each week of absence thereafter. These should be submitted to the Recruitment Consultant. The Temporary Agency Worker must keep the Company regularly informed of the reasons for and expected duration of the absence of the Temporary Agency Worker. The Temporary Agency Worker maybe required to provide a "Fit to Return to Work Certificate". Attendance is monitored and regularly reviewed. A poor record of attendance may lead to disciplinary action, up to and including dismissal. There is no sick pay scheme in place however the Temporary Agency Worker may be entitled to claim social welfare benefit from the Department of Social Protection.

22. Lay off and short time Without prejudice to clause 2 the company reserves the right to lay the Temporary Agency Worker off from work or reduce the Temporary Agency Worker's working hours where, through circumstances beyond its control, it is unable to maintain the Temporary Agency Worker in employment or maintain the Temporary Agency Worker in full-time employment. The Temporary Agency Worker will receive as much notice as is reasonably possible prior to such lay off or short time. No payment will be made for any period of layoff. Payment will only be made for hours actually worked during any period of short time.

23. Notice of termination in the event of the termination of the Temporary Agency Worker's employment the

Temporary Agency Worker will receive notice in line with the Minimum Notice and Terms of Employment Acts 1973/2005. Where the Temporary Agency Worker intends to resign from their Temporary Agency Worker employment contract, the Temporary Agency Worker will be required to give the Company one week's notice in writing. The company may, at its discretion, pay the Temporary Agency Worker in lieu of notice. Nothing in this contract shall prevent the giving of a lesser period of notice by either party where it is mutually agreed. In the event of the termination of the Temporary Agency Worker's employment by reason of gross misconduct on the Temporary Agency Worker's part, the Temporary Agency Worker will not be entitled to receive notice in accordance with this clause.

The Company reserves the right to cease the Temporary Agency Worker's employment if the Temporary Agency Worker fails to fulfil their assignment and is uncontactable for more than 4 weeks since their last assignment.

24. Confidentiality the Temporary Agency Worker will not divulge to any person or use for his own, or for any other person's benefit, any information in relation to the client's or the Company employment, business affairs, transactions, or finances. The company reserves the right to make reasonable changes to the Temporary Agency Workers terms of employment or assignment letter. Any such changes will be notified in writing before the date of the proposed change or in any case not later than one month after the change.

By **digitally** signing this document, I declare I have read, understood, and can comply with this contract:

Signed by Temporary Agency Worker

Print Name

Date

Signed by and behalf of Local Jobs Ltd. T/A Celtic Careers

Marie O'Toole

Marie O'Toole

Temp Handbook Celtic Careers

We are Celtic Careers, the recruitment consultancy who has been perfecting and providing recruitment solutions since 1999. Our aim is to deliver a professional, honest and customer driven service to both Clients and Candidates. Our mission is to source people who not only fit our client company and their culture and have the skills required for the position but also someone who will love their job. Like we love ours. Because that's what works! The Celtic Careers team are always on the lookout for talented temporary staff for assignments across a wide range of industries and sectors in Ireland. Whether you are waiting out to find that perfect permanent job, love flexibility and change or you need to gain more experience – Temping could be for you!

- Competitive salary rates on offer – paid weekly
- Gain exposure to a wide variety of industries and businesses
- Develop existing and new skills
- You will be entitled to statutory holiday and bank holiday pay
- Regular advancement to long term contract or permanency
- Full support from the Celtic Careers Team

Our promises

- *Professional* - We will provide an honest, equal and respectful service to candidates and clients
- *Quality Service* - We represent the kind of clients you will be proud to work with so you will Love Your Job
- *Innovation* - We strive to stay on top of latest methods, trends and technologies that recruitment can offer **Temporary Assignments** Celtic Careers will aim to source assignments that suit your experience and skill level within your preferred location and at your salary expectation level. However, we cannot always guarantee continuous assignments.

Our partnership

- Your recruitment consultant will maintain close contact with you before, during and after all assignments.
Should your personal details or circumstances change please be sure to notify us.
- Should you be in the fortunate position that our client wishes to engage your services on a contract or in a permanent capacity please contact your Celtic Careers Recruitment Consultant to let us know of these developments.
- Be realistic in terms of specific requirements.
- A large number of temping assignments do require interviews – be sure to prepare and use the valuable advice centre available on our website - <https://www.celticcareers.ie/advice-blog-news/>.

Payroll

- All new temps must provide PPS no and bank details prior to commencement of assignment by completing a new starter form which will be sent prior to start of assignment.

Holidays & Bank Holidays

- Your holiday entitlement is 8% of the hours you work in a leave year (subject to a maximum of 4 working weeks).
- You are entitled to Bank Holiday pay provided you have worked 40 hours during the 5 weeks ending on the day before that Bank Holiday.
- Please request holiday time from the agency and the client well in advance. The client will inform you of their leave request policy.
- Please note any holiday time taken and payment requested on your timesheet.

Dress Code Unless told otherwise smart business attire is required for all temp assignments.

Safety at Work / Duties of the Temp

An employee who suffers an injury while at work, however slight, must report it at once to the Company Manager (client) and Celtic Careers so that the details can be recorded. Additionally, all incidents or damage with the potential to cause harm to any person must be similarly reported. Non-reporting or late reporting of an incident or accident may negate any relating claim which may arise at a later date.

Every employee at work will take reasonable care for his/her own safety and that of other persons who could be affected by his/her acts and omissions. In addition, employees are required to:

- Comply with safety law and take reasonable care to protect their own safety and the safety, health and welfare of any other persons who may be affected by their acts or omissions at work.
- Ensure that they are not under the influence of drugs or alcohol (intoxicants).
- Not engage in improper conduct.
- Report, without unreasonable delay, any dangers, or hazards, to their manager.
- Work in a safe manner to avoid injury to themselves or others.
- Attend safety training courses as required.
- Client company should supply you with their own Company's Safety Handbook

Temporary Agency Work Act - Protection of Employees (Temporary Agency Work) Act 2012 passed into law in Ireland in May 2012 can be found here

<http://www.irishstatutebook.ie/eli/2012/act/13/enacted/en/html>. This act provides a legal framework in which you as an agency worker are entitled to equal treatment in respect to certain basis working and employment conditions. As an agency worker you are also entitled to be made aware of any position advertised by the client.

Data Protection

The General Data Protection Regulation (GDPR) came into force on the 25th of May 2018, replacing the data protection framework under the EU Data Protection Directive. General Data Protection Regulation lays down rules relating to the protection of natural persons regarding the processing of personal data and rules relating to the free movement of personal data. This Regulation protects fundamental rights and freedoms of natural persons and their right to the protection of personal data. By sending your CV and engaging with Celtic Careers you have given consent to process your



Local Jobs Limited T/A Celtic Careers, Ground Floor, Unit G, Citywest SC Offices, Citywest, Dublin 24

CV & Personal Data so that we can match you to a position and provide you with our recruitment services. We never share your data with third parties without your consent. You can withdraw consent at any time by emailing info@celticcareers.com. To understand your choices and the control you have over your data see our [Privacy Statement](#). Please refer to APPENDIX 1 – Celtic Careers Data Protection Policy

APPENDIX 1

DATA PROTECTION

The Data Protection policy is to outline Employees and Employers rights and responsibilities under the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the General Data Protection Regulation 2018 (GDPR). Celtic Careers is committed to complying with its legal obligations with regard to data protection legislation.

The Data Protection legislation imposes obligations on Data Processors and Data Controllers regarding how they process personal data and sensitive personal data. The purpose of this policy is to assist Celtic Careers to meet its statutory obligations as a Data Processor and/or a Data Controller, to explain those obligations to Employees and to inform data subjects how their data will be processed. The GDPR applies to Companies that:

- are established in one or more Member State(s);
- process personal data (either as controller or processor, and regardless of whether or not the processing takes place in the EU) in the context of that establishment.

This policy applies to all Employees of Celtic Careers

Under the Data Protection legislation, Employees have a right to receive information on data collection, access their personal data, have inaccuracies corrected, have information erased and have a right to data portability.

Personnel records held by Employers come within the terms of the Data Protection legislation. Employees can make access requests for information held about them. All Employees are required to process personal data in line with this policy.

Celtic Careers will comply with the data protection principles set out in the General Data Protection Regulation, 2018.

Celtic Careers ensures that all data is:

- **Obtained and processed lawfully, fairly and in a transparent manner.**

Celtic Careers will meet this obligation by informing Employees of the purpose(s) for which their data is being processed as well as the legal basis for the processing; to whom their data may be disclosed and if Celtic Careers intends to transfer data to a third country or international company outside of the EEA.

Where processing is necessary for the purposes of the legitimate interests of Celtic Careers, Celtic Careers will inform Employees of the legitimate interests being pursued. Where Celtic Careers intends to record activity on CCTV, signage will be posted in full view.

Celtic Careers will adopt appropriate data protection notices at the point of data capture e.g., application forms.

- **Collected for specified, explicit and legitimate purposes and not be further processed in a manner that is incompatible with those purposes.**

Celtic Careers will obtain data for purposes which are specific, lawful, and clearly stated. Celtic Careers will inform Employees of the reasons they collect their data and will inform them of the uses to which their data will be put. Should Celtic Careers subsequently intend to use the data for another purpose, the consent of the Employee concerned will be sought prior to doing so unless a relevant exemption applies.

Data relating to Employees will only be processed in a manner consistent with the purposes for which it was collected. Information will only be disclosed on a need-to-know basis, and access to it will be strictly controlled.

Celtic Careers will not share Employee personal information for direct marketing purposes outside of Celtic Careers.

- **Adequate, relevant, and limited to what is necessary in relation to the purposes for which data are processed.**

Celtic Careers will ensure that the data it processes are relevant to the purposes for which those data are collected. Any personal data which is not required will not be collected in the first instance. Prior to obtaining personal data, Celtic Careers will ensure that the information sought is essential for the purpose for which data is being obtained and that data will not be kept for longer than is necessary for the purpose for which it was collected.

- **Accurate and up to date.**

Celtic Careers is required to keep Employee's data accurate and up to date. Celtic Careers will meet this obligation by:

Obtaining and processing only the necessary amount of information required to provide an adequate service; ○ Conducting periodic reviews to ensure that relevant data is kept accurate and up-to-date; ○ Conducting regular assessments in order to establish the need to keep certain Personal Data.

If an Employee informs Celtic Careers of a change in their personal information Celtic Careers will ensure this information is updated on all the Companies internal systems and all third-party providers are notified of this change where necessary.

- **Limited retention in a format that permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.**

Celtic Careers will ensure that the data is kept in a form that permits identification of Employees for no longer than is necessary for the purposes for which the personal data was processed.

Personal data is retained for a period of time to meet certain legal obligations.

For employment statutes generally, a 3-year retention period is applicable, other retention periods apply regarding:

- Employment Permit records - 5 years (or period equal to duration of employment – whichever is longer);
- Parental Leave records - 12 years; ○ Accident records - 10 years.

Once the respective retention period has elapsed, Celtic Careers undertakes to destroy or erase personal data.

- **Secure and confidential processing of data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage.**

Celtic Careers will undertake appropriate technical and organisational measures in order to protect the personal data under its care. Appropriate security measures will be taken to protect against unauthorised access to, unlawful processing, accidental loss, destruction, or damage of any personal data held by Celtic Careers in its capacity as Data Controller.

Only Employees with a genuine reason for doing so may gain access to the information. Sensitive Personal Data is securely stored under lock and key- in the case of manual records / protected with firewall software and password protection- in the case of electronically stored data.

Portable devices storing personal data (such as laptops) should be encrypted and password protected before they are removed from Celtic Careers premises. Confidential information will be stored securely and in relevant circumstances, it will be placed in a separate file which can easily be removed if access to general records is granted to anyone not entitled to see the confidential data.

Employees are also expected to keep Personal Data secure by adopting the following measures:

- Using secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold personal data.
- Paper documents should be shredded. ○ Data users should ensure that individual monitors do not show Personal Data to passers-by and that they log off from their PC when it is left unattended.

If Celtic Careers discovers that there has been a data security breach that poses a risk to the rights and freedoms of individuals, it will report it to the Data Protection Commissioner within 72 hours of discovery. If the breach is likely to result in a high risk to the data protection rights and freedoms of an Employee, it will inform affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

- **Celtic Careers is committed to be accountable, liable and comply with the Data Protection Principles.**

Purposes for which staff records are held

Staff records are provided to Celtic Careers by Employees by way of a contractual and statutory requirement for the following purposes:

- the management and administration of Celtic Careers.

- to facilitate the payment of salary and calculate other benefits/entitlements (including reckonable service for the purpose of calculation of pension payments, entitlements and/or redundancy payments where relevant).
- human resources management generally.
- to enable Celtic Careers to comply with its legal obligations as an Employer including the preservation of a safe, efficient working environment (including complying with its responsibilities under the Safety, Health, and Welfare at Work Act 2005 and the 2007 Health and Safety Regulations).

Collection and Storage of data

This Policy applies to all Personal and Sensitive Personal Data collected, processed, and stored by Celtic Careers. In the course of its activities and in order to carry out its function, Celtic Careers processes personal data from a variety of sources. These sources include data in relation to its Employees, Volunteers, Service Providers, Suppliers, Clients, Candidates and any other Data Subjects in the course of its activities.

The main categories of Personal Data held by Celtic Careers may include:

- Name, address and contact details, PPS number
- Details of approved absences (career breaks, maternity, parental leave, study leave etc.)
- Details of work record
- Details of any accidents/injuries sustained on Company property or in connection with the staff member carrying out their duties
- Details of salary and other benefits
- Personnel records including contract and offer letters, performance management information and, if applicable, records of any interactions under the headings of grievance and discipline
- Training courses completed and qualifications awarded
- Occupational health reports and sick certificates
- Door access control system data/ biometrics
- Email system data
- Financial data
- Human resources data
- Phone records
- Records of application and appointment to promotion posts

Celtic Careers will ensure that personal data will be processed in accordance with the principles of data protection, as described in the Data Protection legislation.

Personal data is normally obtained directly from the Employee concerned. In certain circumstances, it will, however, be necessary to obtain data from third parties e.g. references from previous Employers.

Data Processing in line with Employees' Rights

Celtic Careers will process data in line with Employees' right to:

- receive certain information regarding the collection and further processing of their personal data.
- request access to any data held about them by a data controller.
- have inaccurate data corrected.
- have information erased.
- object to the processing of their data for direct marketing purposes.
- prevent processing that is likely to cause damage or distress to themselves or anyone else.
- restrict the processing of their information.
- where processing is based on consent, to withdraw that consent at any time.
- data portability.
- object to automated decision-making and profiling.

Right to opt-out

Celtic Careers will inform individuals that information is being collected and used for these purposes prior to doing so. Individuals have the right to object to any specific type of data processing. Where such objection is justified, Celtic Careers will cease processing the information unless it has a legitimate business interest that prevents this.

Right to be forgotten

Employees may request that any information held on them is deleted or removed if there are no legitimate reason for Celtic Careers to keep it. Any third parties who process or use that data will comply with the request.

Storage of personal data

Personal data kept by Celtic Careers shall normally be stored on the Employee's personnel file or HR electronic database. Highly sensitive data such as medical reports will be stored in a separate file in order to ensure the highest levels of confidentiality.

Celtic Careers will ensure that only authorised personnel have access to an Employee's personnel file. The Employee's Manager or Supervisor may have access to certain personal data where necessary.

Celtic Careers has appropriate security measures in place to protect against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access.

Changes in Personal Details

Employees are responsible for ensuring that they inform their line manager of any changes in their personal details e.g., change of address.

Celtic Careers will endeavour to ensure personal data held is up to date and accurate.

Celtic Careers is under a legal obligation to keep certain data for a specified period of time.

In addition, Celtic Careers will need to keep personnel data for a period of time in order to protect its legitimate interests e.g., Intra-group transfer of Employee/ client data for administrative purposes (within the EEA).

Disclosure of Personal Data to Data Processors

In the course of its role as Data Controller, Celtic Careers engages a number of Data Processors to process personal data on its behalf. This may include, but is not limited to CCTV providers, payroll providers, time and attendance providers, benefit providers etc. In each case, it is Celtic Careers policy to have a contract in place with the Data Processor, outlining their obligations in relation to the personal data, the specific purpose, or purposes for which they are engaged, and the requirement that they will process the data in compliance with the Data Protection legislation.

As a Data Controller, Celtic Careers ensures that any entity which processes personal data on its behalf (a Data Processor) does so in a manner compliant with the Data Protection legislation. This is achieved through a data processor contract.

Transfers outside of the EEA

It may be necessary in the course of business that Celtic Careers is required to transfer Personal Data to third party service providers in countries outside of the European Economic Area. When this is required, Celtic Careers will take steps to ensure that the data has the same level of protection as it does inside of the Republic of Ireland. Celtic Careers will only transfer the data to third parties that provides an adequate level of protection.

Security and Disclosure of Data

Celtic Careers shall take all reasonable steps to ensure that appropriate security measures are in place to protect the confidentiality of both electronic and manual data.

Security measures will be reviewed from time-to-time having regard to the technology available, the cost and the risk of unauthorised access. Employees must implement all Company security policies and procedures e.g. use of computer passwords, locking filing cabinets etc.

HR data will only be processed for Employment-related purposes and in general will not be disclosed to third parties, except where required or authorised by law or with the agreement of the Employee. HR files are normally stored in the locked cabinet in the Managing Directors Office, also in a separate folder in the cloud that is accessible to the Managing Director only. Employees who have access to these files must ensure that they treat them confidentially and in accordance with the data protection principles set out above.

If Employees are in any doubt regarding their obligations, they should contact their line manager /Data Protection Officer.

Any breach of the data protection principles is a serious matter and may lead to disciplinary action up to and including dismissal.

Medical Data

Occasionally, it may be necessary to refer Employees to Celtic Careers doctor for a medical opinion and all Employees are required by their contract of Employment to attend in this case. Celtic Careers will receive a copy of the medical report, which will be

stored in a secure manner with the utmost regard for the confidentiality of the document.

Employees are entitled to request access to their medical reports. Should an Employee wish to do so, please contact your Line Manager who will consult with the doctor who examined you and request the data. The final decision lies with the doctor to decide whether the data should be disclosed to you or not in accordance with Statutory Instrument No. 82 of 1989.

Employees are required to submit sick certificates in accordance with the sick pay policy. These will be stored by Celtic Careers having the utmost regard for their confidentiality

Records

Celtic Careers will retain records of interview notes, application forms etc in order to ensure compliance with the Employment Equality Acts, 1998 and 2015 and with Celtic Careers Equal Opportunities Policy for at least 1 year from the date that the position was filled.

Email Monitoring

Celtic Careers provides email facilities and access to the internet. In order to protect against the dangers associated with email and internet use, screening software is in place to monitor email and web usage.

Mailboxes are only opened upon specific authorisation by a Line Manager in cases where the screening software or a complaint indicates that a particular mailbox may contain material which is dangerous or offensive, where there is a legitimate work reason or in legitimate interest of Celtic Careers.

Data Protection Officer

Deirdre Moore, Managing Director is the Data Protection Officer for Celtic Careers. Deirdre Moore, Managing Director has overall responsibility for ensuring compliance with data protection legislation. All Employees must co-operate with Deirdre Moore, Managing Director when carrying out his/her duties.

The Data Protection Officer is also available to answer queries or deal with Employees concerns about data protection.

Access Requests

Employees are entitled to request data held about them on computer or in relevant filing sets. This includes personnel records held by Celtic Careers. Celtic Careers will ensure that such requests are forwarded to the Line Manager/Data Protection Officer in a timely manner, to enable them to process the request within the required timeframe. To make a subject access request, an Employee should send the request to their Line Manager. In some cases, Celtic Careers may need to ask for proof of identification before the request can be processed. Celtic Careers will inform the Employee if it needs to verify his/her identity and the documents it requires.

A data access request will be responded to within 1 month of receipt of the request though this period may be extended for up to 2 further months where necessary, taking into account the complexity and number of requests. Celtic Careers will write to the individual within 1 month of receiving the original request to tell him/her if this is the case.

Information will be provided in electronic form if the individual has made a request electronically unless he/she agrees otherwise. Documents are provided free of charge, unless the request is "manifestly unfounded or excessive", in which case a fee of €6.35 may be applied. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which Celtic Careers has already responded. If an Employee makes a data access request, Celtic Careers will inform him/her of:

- The purposes of the processing.
- The categories of personal data concerned.
- To whom the personal data has been or will be disclosed.
- Whether the data will be or has been transferred outside of the EU.
- The period for which the data will be stored, or the criteria to be used to determine retention periods.
- The right to make a complaint to the DPC.
- The right to request rectification or deletion of the personal data.
- Whether the data has been subject to automated decision making.

Formal requests, invoking the right to access to personal data must be made in writing. Employees are only entitled to data about themselves and will not be provided with data relating to other Employees or third parties. It may be possible to block out the data relating to a third party or conceal his/her identity, and if this is possible Celtic Careers may do so.

Data that is classified as the opinion of another person, will be provided unless it was given on the understanding that it will be treated confidentially. Employees who express opinions about other Employees in the course of their Employment should bear in mind that their opinion may be disclosed in an access request, e.g., performance appraisals.

An Employee who is dissatisfied with the outcome of an access request has the option of using Celtic Careers grievance procedure.

Retention of personal data

Personal data is retained for a period of time to meet certain legal obligations. Once the respective retention period has elapsed, Celtic Careers undertakes to destroy or erase personal data.

Specifically, the following rules apply for personal details relating to Employees:

Legal basis	Data & Record Keeping Requirement
Organisation of Working Time Act 1997	Hours worked (Time sheets), Medical certificates, Annual leave & special leave requests to be retained for 3 years.
Protection of Young Persons Act 1996	To be retained for 3 years.
National Minimum Wage Act 2000	Salary information – pay slips to be retained for 3 years.

Protection of Employment Acts, 1977-2007	To be retained for 3 years. Records in relation to collective redundancies to be retained for 3 years.
Minimum Notice and Terms of Employment Acts 1973-2005	To be retained for 1 year.
Terms of Employment (Information) Acts 1994 – 2014	<p>A copy of the written statement to be held for the duration of the Employee's employment and for 1 year thereafter.</p> <p>The Statute of Limitations provides that a claim for breach of contract may be brought for up to 6 years from the date of breach. Claimants have 1 year from the commencement of proceedings to serve such proceedings on a defendant.</p> <p>It is recommended, therefore, that all contractual and related documentation be retained for the duration of employment and 7 years from the termination or expiration of the contract.</p>
Payment of Wages Act 1991	To be retained for 1 year.
Carer's Leave Acts 2001-2006	To be retained for 8 years.
Parental Leave Acts 1998-2013	Parental Leave and Force Majeure leave records to be kept for 12 years.
Paternity Leave and Benefit Act 2016	Must be kept for 8 years.
Parent's Leave and Benefit Act 2019	To be retained for a minimum of 1 year after the leave has been taken.
Employment Permits Acts 2003 to 2014	The records to be retained for 5 years or for the duration of employment.
Safety Health and Welfare at Work Act 2005	Records containing full details of all accidents or dangerous occurrences to be kept for 10 years from the date of the accident and notified to the Health & Safety Authority at the time of the incident.
Best Practice	Data & Record Keeping Recommendation

Employment Equality Acts 1998-2015	Records relating to the recruitment process should be retained for a 1 year period. 1 year as complaints can be made within 6 months from the date of an alleged discrimination which can be extended to 12 months in exceptional circumstances. Adjudication Officer authorised under the Act to inspect an Employer's records during an investigation. Discrimination claims may result in awards in respect of arrears of up to 6 years pay so records should be kept for at least 6 years.
Equal Status Act 2000-2011	To be retained for 1 year.
Maternity Protection Act 1994-2004	To be retained for a minimum of 1 year.
Adoptive Leave Act 1995-2005	To be retained for a minimum of 1 year.
Unfair Dismissals Acts 1977-2015	To be retained for a minimum of 1 year.
Redundancy Payments Acts 1967-2014	To be retained for a minimum of 1 year.
Protected Disclosures Act 2014	To be retained for at least 1 year.
Transfer of Undertakings Records - EC (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 2003	To be retained for at least 1 year.

Responsibilities

Celtic Careers will endeavour to ensure that this policy is communicated to all Employees and will ensure that the policy is maintained and updated in line with legislative changes.

Employees are expected to comply with this policy and to raise issues of concern to their line manager.

Failure by Employees to process personal data in compliance with this policy may result in disciplinary proceedings up to and including dismissal.

Complaints

Employees have the rights to lodge a complaint to the Data Protection Commissioner if they believe their rights under the Data Protection legislation are not being complied with by Celtic Careers.