

Skibbereen Education & Environment Project Ltd.

Employee Handbook

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Skibbereen Education and Environment Project Ltd.

Company Reg. No 6331046A

Welcome to the Skibbereen Education and Environment Project.

This Employee Handbook has been created as a resource for Community Employment (CE) participants to help them understand what they can expect from their participation on the CE programme and what is expected of the participant.

Community Employment (CE) programmes are designed to enhance the employability and mobility of disadvantaged and unemployed persons by providing work experience and training opportunities for them within their communities. Community Employment (CE) projects are typically sponsored by groups wishing to benefit the local community, namely voluntary and community organisations and to a lesser extent, public bodies involved in not-for-profit activities. CE projects provide a valuable service to local communities while at the same time providing training and educational opportunities to jobseekers in order to support their progression into employment. The type of work varies considerably from project to project. Jobs are advertised on the JobsIreland.ie website, Employment Services offices / Intreo Centres, LES offices and local Jobs Clubs. (1)

While every effort has been made to address most of the questions you may encounter while working on a CE scheme in this handbook, individual circumstances can vary and personal situations may arise that may need additional clarification, in these instances, please contact your Community Employment Supervisor for help and guidance. Thank you for your participation on the Community Employment programme.

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1. Introduction

The Community Employment (CE) programme is designed to help people who are long-term unemployed (or otherwise disadvantaged) to get back to work by offering part-time and temporary placements in jobs based within local communities. Participants can take up other part-time work during their placement. After the placement, participants are encouraged to seek permanent jobs elsewhere, based on the experience and new skills they have gained while on a Community Employment scheme. (2)

The Community Employment programme is administered by the Department of Employment Affairs and Social Protection (DEASP). Community Employment sponsors are the voluntary organisations or public bodies that manage CE schemes at a local level. (2)

The Department give financial support in the form of allowances and funding to assist with the Community Employment programme, for example participant wages, supervisor grants, materials grants and specific skills training grants. (2)

The training provided through Community Employment is delivered within a Quality Assurance framework. See details of recognised QQI Awards and qualifications which can be achieved, and which lead to major awards on the National Framework of Qualifications. (2)

A CE applicant who needs childcare in order to take up a place on a CE scheme is eligible for a CE childcare place. For further details in relation to how CE childcare places are managed please contact your CE Sponsor. Detailed information is available in the Community Employment procedures manual. (2)

2. How and Where to Apply

To participate in the Community Employment programme, you must register at your local Intreo Centre or Social Welfare Branch Office. There are a limited number of CE places available. Your Intreo Centre or Social Welfare Branch Office can provide information about CE job opportunities. Job listings are also available online.

Voluntary organisations and public bodies may sponsor CE projects that are for community and public benefit. They should contact their Intreo Centre for more information. (2)

3. Rules

How you qualify for a CE scheme will depend on your age and your personal situation.

If you are aged between 21 and 55 years:

In general, you must be unemployed.

You must also be getting any combination of the following payments for at least 12 months:

Jobseeker's Benefit (JB)

Jobseeker's Allowance (JA)

Jobseeker's Transitional payment (JST)

One-Parent Family Payment (OFP)

Deserted Wife's Benefit

Widow's, Widower's or Surviving Civil Partner's Contributory Pension

Widow's, Widower's or Surviving Civil Partner's Non-Contributory Pension

Farm Assist.

Note:

If you are aged 21 and over, and are getting JB or JA, you can have worked up to 30 days in the 12 months before starting the CE scheme and still be eligible for the scheme. (2)

a. Other schemes that count towards the qualifying period:

- If you were getting basic Supplementary Welfare Allowance (SWA) before getting one of the payments listed above, the time on SWA can also count towards the qualifying period for CE, provided there are no breaks between

different payments – for example, if you spent 2 months on SWA followed immediately by 10 months on Jobseeker's Allowance.

- If you were getting Carer's Allowance (CA), the time spent on CA can also count towards the eligibility period, but your caring responsibilities must have ceased and you must currently be getting either JA, JB or OFP.
- Time spent on a CE-qualifying disability-related payment can count towards the eligibility period, provided there is no break – for example if you spent 3 months on Illness Benefit followed immediately by 9 months on Jobseeker's Allowance.
- Time spent on a recognised training course such as SOLAS/ETB, a VTOS course, Youthreach or in prison may count as part of the qualifying period.
- Since 1 June 2018, people on the JobPath programme and the Tús scheme are eligible for CE. ⁽²⁾

b. Schemes that do not count towards the qualifying period for CE:

- Generally, time spent on Gateway, Rural Social Scheme, Springboard or getting Back to Education Allowance will not count towards the eligibility period. There are some exceptions to this, which can be found in the Community Employment procedures manual.
- Time spent as a qualified adult dependant on another person's claim does not count towards CE eligibility. ⁽²⁾

c. If you are aged 55 years and over:

You must be getting a qualifying social welfare payment for 12 months – as outlined above for people aged between 21 and 55 years.

You can stay on CE for a maximum of 3 consecutive years. It may be possible to re-qualify for CE after a further 12 months on a qualifying payment. See information below for participants aged 62 and over. ⁽²⁾

d. If you are aged 62 years and over:

Under the Service Support Stream pilot initiative, CE participants aged 62 years and over who meet the eligibility requirements may stay continuously on CE up to the age at which they qualify for a State pension providing that there are places available. ⁽²⁾

e. Other ways to qualify for CE:

If you do not qualify for CE under the eligibility criteria for your age group above, you may still be eligible for the scheme if you are aged 18 years and over and you are:

- Getting Disability Allowance, Blind Pension or Invalidity Pension, or
- Getting Illness Benefit for at least 6 months, or
- A member of the Traveller community, unemployed and getting Jobseeker's Benefit or Jobseeker's Allowance for any length of time or One-Parent Family Payment for at least 1 year, or
- A person with refugee status and getting any DEASP payment for any length of time, or
- Referred following an appropriate assessment according to the National Drugs Rehabilitation Framework protocols, an ex-offender who has been referred by the Probation Service or other designated service, or an ex-offender not referred by a designated service who has been getting JA or JB for 12 months, or
- Living on one of the offshore islands and currently getting a CE-qualifying payment for 6 months or more (see list of CE-qualifying payments for people aged between 21 and 55 years below). ⁽²⁾

4. Social Welfare Payments

Since 16 January 2012, people starting on CE schemes cannot claim a CE payment and another social welfare payment at the same time. However, CE participants who were on CE before this change, and who have been getting One-Parent Family Payment, Deserted Wife's Benefit, a disability payment or a Widow's, Widower's or

Surviving Civil Partner's Pension, will continue to get their social welfare payment until they are no longer eligible to participate in a CE scheme or they leave the scheme voluntarily. Any Qualified Child Increase is paid with either your social welfare payment or your CE payment, but not with both. (2)

On completion of participation on a CE scheme, you may be able to reapply for the payment which allowed you to engage with Community Employment. (1)

a. Rate of pay

The minimum weekly payment for new participants based on 19.5 hours worked is €225.50 with effect from 25 March 2019. If the actual social welfare payment (including dependants) you were getting was €203 a week or less, then you will get the minimum CE weekly rate of €225.50 (that is €203 plus €22.50). If your actual weekly social welfare payment (including dependants) was €203.01 or more, then you will get the same rate as your social welfare payment plus €22.50. (2)

b. PRSI contribution

CE participants pay PRSI at Class A8/A9, which counts as a full Class A contribution. If your CE payment is less than €352 a week, you do not pay any employee contribution. If your CE payment is over €352 a week, you pay an employee PRSI contribution. Detailed information is available in the Community Employment Procedures Manual. (2)

c. Other payments and CE

If you get a place on a CE scheme and your spouse or partner is claiming Jobseeker's Allowance (JA), Disability Allowance (DA) or Farm Assist in their own right, they can claim an Increase for a Qualified Adult with their JA, DA or Farm Assist. Your income from the CE scheme (as a single person) is then assessed as insurable employment against their payment. (2)

d. Extra benefits

i. Medical card

You will keep your medical card while on CE. (2) You must hold a medical card prior to taking up Community Employment in order to keep your medical card when you go on CE. If you do not have it going on to CE, you may not qualify for a medical card on Community Employment. On CE you will keep your medical card not matter how much you earn. (1)

ii. Rent supplement

The amount of Rent Supplement that you get may be reduced. You may be able to keep part of your Mortgage Interest Supplement. (2)

You will also keep your entitlement to the extra benefits you were getting immediately before going onto CE, provided you continue to satisfy the conditions for these benefits. (2)

5. Additional income:

Community Employment participants are encouraged to seek other work or engage in any other activity which would enhance their work options, while on their time off the project, without any fear of losing their Community Employment income for any part of the full 52-week period. (1)

If you have any additional income, for example, from part-time work, it will not affect your CE payment. However, the rules on change of circumstances that apply to your original social welfare payment also apply to your CE payment. For example, if your qualified adult gets a job, their income will be assessed as means and your CE payment may be reduced. However, your CE payment cannot be reduced below the current minimum rate of €225.50. (2)

Payment for any such work is subject to normal PAYE / PRSI conditions (A rate) but does not alter their PRSI status for their Community Employment work (A8/ A9, as applicable). However, where a participant is taking up paid employment, they should

check with the DEASP if there are any implications in relation to receipt of DEASP payments / secondary benefits etc. If you take up additional work outside of your CE scheme, or you engage in self-employment, you must inform your CE scheme Supervisor as it may have an impact on your entitlement to qualify or re-qualify for any Jobseeker or Disability related payment on completion of your CE scheme. ⁽¹⁾

Any additional income may affect your Rent Supplement or may result in an increase in Local Authority rent (differential rent) or the amount of rent you must pay under the Rental Accommodation Scheme (RAS) or Housing Assistance Payment (HAP). ⁽¹⁾

In order to avoid any possible overpayments, if there is any change in your circumstances, you should immediately inform your CE supervisor and the local DEASP Community Development Officer responsible for your CE scheme. (Your CE supervisor will give you contact details for the local DEASP Community Development Officer.) There is more information about change of circumstances in section 3.2.6 of the Community Employment Procedures Manual. ⁽²⁾

a. Spouses or partners and CE:

If you are on a CE scheme and your spouse or partner gets a place on a CE scheme, you will each get a single rate of the CE payment together with half of the Increases for a Qualified Child for any dependent children. ⁽²⁾

6. Duration of CE Scheme

In general, since 3 July 2017, if you are aged between 21 and 55 years, your CE placement is for one year. However, if you are working towards a major award, (level 6 -10 on NFQ) your CE placement can be extended by up to 2 years to complete this award. You won't get an extension beyond 3 years (or 4 years for people on a disability-linked social welfare payment).

If you are aged over 55, you can remain on CE for 3 consecutive years.

Under the Service Support Stream pilot initiative, if you are aged 62 years and over and meet the CE eligibility requirements, you can stay continuously on CE until you

qualify for a State pension, once you meet the terms and conditions of the pilot scheme and providing that there are places available.

In general, the maximum amount of time you can spend on a CE scheme over your lifetime is 6 years (7 years if you are getting a disability-linked social welfare payment). Time spent on CE before 1 January 2007 will not be counted.

If you started on CE before 3 July 2017, you can stay on the scheme under your existing CE eligibility rules, if this is to your advantage. ⁽²⁾

Offshore island residents are exempt from this participation cap, subject to the availability of places on island-based CE schemes. ⁽¹⁾

7. Working on a CE Scheme

You must work for 19.5 hours per week (excluding breaks) for your sponsor to be eligible for a grant towards the cost of wages. ⁽²⁾

a. Timesheets

While you are on the scheme timesheets are completed and submitted to your supervisor every 4 weeks and work hours are expected to total 78 hours over this 4-week period. However, your sponsor may agree with DEASP to arrange your work hours differently for example, 39 hours every second week, or 19.5 hours every week, in combinations of full or half days or 2.5 days per week. Please see *14.a. Timesheet form and example* in the Appendix section for further guidance.

b. Method of payment

You are paid weekly by your sponsor by Direct Debit directly into your bank account. Tax may be deducted from your pay, if applicable, but your CE pay is exempt from the Universal Social Charge.

c. Paid time off

A participant engaged for the full duration of a 52-week CE scheme is entitled to 10.5 full days (81 hours) holidays per project year or on a pro-rata basis 8% of time worked. Where a lesser period is worked holidays should be calculated on a pro rata basis.

Holidays must be taken within the 52-week period.

Arrangements for taking holidays are a matter of agreement between the sponsor and the participant. Please see *14.b. Holiday Request form and example* in the Appendix section for further guidance.

Note: If you are on CE, the project sponsors (your employers) must follow the legislation relevant to part-time workers. ⁽¹⁾

d. Age limit

Funding is not provided for CE participants who have reached the qualifying age for a State pension, that is:

- 66 for participants born before 1 January 1955
- 67 for participants born on or after 1 January 1955
- 68 for participants born on or after 1 January 1961 ⁽²⁾

e. Childcare

If you need childcare in order to become a CE participant, you may be eligible for the Community Employment Childcare (CEC) programme, which provides subsidised childcare places for children up to the age of 13. You should contact your sponsor for more details about the CEC programme. ⁽²⁾

8. Training and Development:

Each Community Employment project currently has a training and development budget for Community Employment participants. This budget will be used to pay for costs and expenses directly related to the participant's engagement on the Community Employment project in addition to their direct training and development. Expenditure on costs may vary from project to project, as such the amount available for direct training and development of CE participants may vary from scheme to scheme. Please contact your CE scheme supervisor for more information on funding available for training.

Job-related training includes training and development of the participant's skills to enable them to carry out their work on the CE scheme. Specific skills training provides for training which will enable participants to improve existing skills or learn additional skills necessary to progress into employment. ⁽¹⁾

You should be given access to training and development and you should be supported with addressing any barriers to employment. ⁽²⁾

a. Individual Learner Plan (ILP)

The CE Individual Learner Plan (ILP) system is used to record each individual participant's training and work experience activities throughout their time on CE. The CE Supervisor will identify the development and training needs of each participant on the project. This identification of needs is based on:

When you are undertaking training try to ensure that:

- The skills required by the participant to carry out the duties / role that has been assigned to the individual on the scheme and that will also prove useful in seeking employment after the scheme ends.
- The participant's personal development and career planning needs and goals.
- The participant's progression options, including the achievement of relevant QQI Awards (Major and Minor) and other industry-recognised certification, to assist the participant in seeking full-time employment after completing Community Employment. ⁽¹⁾

b. JobPath

From 1st June 2018, jobseekers currently engaged with the JobPath service, and those who may be referred in future, will have the option of applying for a Community Employment (CE) placement while continuing to engage with JobPath.

Taking up a placement on Community Employment will not remove or exempt the person from engagement with JobPath and the person will be required to continue to seek full-time employment while participating on Community Employment (CE) with the JobPath service. ⁽²⁾

9. Re-engagement (Rollover) of Participants

Where DEASP has approved a further project period, after the initial 1st year, and the Sponsor wishes to re-engage participants for additional years, the Sponsor must submit a written proposal for the re-engagement and obtain DEASP approval. The proposal should be received by the local DEASP office at least eight weeks prior to the completion date of the project's current term, or eight weeks prior to the completion on the individual's contract. ⁽¹⁾

10. Leaving and re-entry to Community Employment

If you have the opportunity of full-time work, you can take one period of temporary unpaid leave with your sponsor's agreement for up to 26 weeks. If the work opportunity continues beyond 26 weeks, you must leave the CE scheme. ⁽²⁾

If you leave a CE scheme, you cannot participate in another CE scheme for 12 months after you leave, and you must be getting a qualifying payment for those 12 months.

This is subject to availability of places and compliance with the lifetime participation time limits. Participants being re-engaged (rollovers) are excluded from this requirement of a 12-month break between projects. ⁽¹⁾

11. CE Employment Rights

You have certain statutory employment rights including annual leave, public holidays, maternity leave and a written statement of your terms and conditions of employment.

a. Dismissal rights

If you are dismissed, you have the right to receive a written notice outlining the reason for dismissal once you have completed a continuous year's service. If you feel you have been unfairly dismissed, you can take a case to the Workplace Relations Commission and make a complaint under the Unfair Dismissal Act. An employee generally requires one year's continuous service to claim under the Act. In the event of funding for a Project ceasing, it alone shall be grounds for terminating a contract of employment. Sponsors are liable under the Common Law to pay damages to any employee who is wrongfully dismissed, and such rights exist independently of rights under the Unfair Dismissals Act. ⁽¹⁾

b. Weekends and irregular hours

You are not required to work weekends or irregular hours unless this is a requirement of the job and it was explained to you at your interview, and/or if it is specified in your job description. ⁽¹⁾

c. Sick leave

You are entitled to a maximum of 56 hours (7 full days) of medically certified sick leave in a 52-week period. The DEASP provides the sponsor with a support grant towards the payment of sick leave. In general, there is no payment for uncertified sick leave.

However, in certain cases the DEASP officer may allow, a maximum of 2 uncertified days (8 hours) in any 12-month period. Detailed information on sick leave is available in the Community Employment Procedures Manual. ⁽²⁾

While the project sponsor decides sick leave policy, DEASP reimburses the sponsor for a total of 56 hours (equivalent to 14 half days) sick leave if you supply a doctor's

certificate. If an instance of sick leave extends beyond 6 consecutive days an application can be made for Illness Benefit using the application form (MC1) which is supplied by the GP who furnishes the medical certificate. When CE paid sick leave is exhausted, if you have the necessary PRSI contributions, you can claim Illness Benefit. Otherwise you will have to apply for a means tested Supplementary Welfare Allowance (SWA) payment from your local DEASP Representative (formerly known as a Community Welfare Officer). If you claim Illness Benefit you will not be eligible for fuel allowance. (1)

Please see *14.c. Sick Leave form and example* in the Appendix section for further guidance.

d. Maternity and Paternity Leave

The Maternity Protection Acts (1994 and 2004) and Paternity Leave and Benefit Act (2016) apply to all CE participants and Supervisors. If you do not qualify for Maternity Benefit, i.e. if you do not have enough PRSI contributions, you should go to your Intreo Centre / Branch Office and sign on. You can apply for One-Parent Family Payment if you are a lone parent when your child is born (but not while participating on CE). You may be entitled to claim a means tested Supplementary Welfare Allowance (SWA) payment if you are waiting for either of these payments. (1)

A participant should be facilitated in completing the 52 weeks of paid CE work in addition to any Maternity/Paternity leave taken (i.e. CE time suspended for the duration of the Maternity/Paternity related leave.) (1)

12. Complaints Procedures

If you have difficulties while on your scheme the Department of Employment Affairs and Social Protection (DEASP) prescribes that each project should have procedures in place to deal with these difficulties.

Complaints should initially be addressed to the project Supervisor. In instances where the complaint involves the project Supervisor, the initial complaint should be sent to the Sponsor (employer) of the project.

If following the submission of a complaint to a project Supervisor, the complaint remains unsolved, it should be referred to the Sponsor (employer) of the project.

Your CE contract of employment should include some information or details on the projects own internal Complaints Procedure. If you are a member of a Trade Union, you should contact your trade union representative for assistance and support.

Complaints related to DEASP management of the programme or to decisions relating to eligibility should be referred to the DEASP Officer in the local Intreo Office with responsibility for the project (Community Development Officer or CDO). If the complaint remains unresolved it should then be referred to the Divisional DEASP Assistant Principal. ⁽¹⁾

13. Privacy Notice for Employees and CE Scheme Participants

a. Introduction

This Privacy Notice is your guide to the principles of privacy and confidentiality which govern the collection, use, storage, disclosure and destruction of your personal data at Skibbereen Education & Environment Projects Limited, The Parochial Hall, East End Schull.

The **Compliance Officer** at Skibbereen Education & Environment Projects Limited is Joanna Wood.

We are committed to:

- Abiding by the Irish Data Protection Act, 2018 and the General Data Protection Regulation (GDPR).
- Respecting your right to confidentiality and privacy. ⁽³⁾

b. How your information will be used.

As your employer, Skibbereen Education & Environment Projects Limited 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 organisation and manage our relationship with you effectively, lawfully and appropriately, during the recruitment process, while you are working for us, when your employment ends and after you have left. This includes using the information to enable us to comply with the employment contract, to comply with any legal requirements, to pursue the legitimate interests of Skibbereen Education & Environment Projects Limited and to 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. Complying with our legal obligations includes, employment legislation, health and safety requirements, etc., and looking after your vital interests in the event of an emergency.

In some cases, Skibbereen Education & Environment Projects Limited needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check a successful applicant's eligibility to work in Ireland before employment starts. Skibbereen Education & Environment Projects Limited has a legitimate interest in processing personal data during the recruitment and induction process and for keeping records of the process. Skibbereen Education & Environment Projects Limited may also need to process data from employees to respond to and defend against legal claims. Skibbereen Education & Environment Projects Limited must also maintain accurate and up-to-date employment records and contact details (including details of whom to contact in the event of an emergency), as well as records of employee contractual and statutory rights. Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (such as those concerning employees with disabilities and for health and safety purposes). For some roles, Skibbereen Education & Environment Projects Limited is obliged to seek information about criminal convictions and offenses. Where Skibbereen Education & Environment Projects Limited seeks this information, it does so because it is necessary for it to carry out its obligations and exercise specific rights in relation to employment. (3)

c. The data we process about you.

For us to administer your Contract of Employment (our lawful basis is *'Purpose of a Contract'*) and manage your employment in Skibbereen Education & Environment Projects Limited we are required to hold the following information:

- C.V.
- Application Form.
- Interview Score Sheets.
- ID – Passport/Driving Licence/Birth Certificate.
- Information about your nationality and entitlement to work in Ireland – Visa documentation.
- Qualification Certificates.
- Training Certificates (on-going).
- PPS Number.
- Garda Vetting: If applying for certain positions where you will be working with vulnerable adults and/or children, you will be asked to fill in a separate form requesting your full name, address, all former residential addresses, date of birth, PPS Number, e-mail address and phone numbers. This form is used by the Cork Volunteer Centre, to initiate your Garda Vetting process.
- References.
- Letter of Offer.
- Contract of Employment and any amendments to it.
- Passport sized photograph.
- Bank Details.
- Tax Details.
- Signed Job Description.
- Emergency Contact Details.

- Timesheets recording working hours.
- Confirmation of receipt of Employee Handbook.
- Confirmation of receipt of Employee.
- Confirmation of Receipt of Required Policy Documents.
- Record of Statutory Leave.
- Record of Annual Leave.
- Grievance and Disciplinary records.
- Your gender, marital status, information of any disability you have or other medical information.
- IT equipment use including telephones and internet access.
- Correspondence with or about you, for example, letters to you about application medical cards etc.
- Information needed for payroll, benefits and expenses purposes; records of holidays, sickness and other absence.
- Your name, address and contact details, including e-mail address and telephone number, date of birth and gender.
- Details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation.
- Information about your remuneration, including entitlement to benefits such as pensions or insurance cover.
- Information about your marital status, next of kin, dependants and emergency contacts.
- Appraisal Forms/training records and training plans.
- Information about your criminal record.

- Details of your schedule (days of work and working hours) and attendance at work.
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence.
- Information about medical or health conditions, including whether you have a disability for which the organisation needs to make reasonable adjustments.
- Car registration (i.e., for claiming mileage).
- Driving licences.
- Bank account details – sort code, account number and IBAN (i.e., so that we can pay you).
- Pay and financial information (including tax and insurability classification).
- Dependent data (i.e., for pension-related claims).
- Health and Safety issues.
- Health data (including medical certificates and reports regarding fitness to work and, where relevant vaccination records). ⁽³⁾

d. Your sensitive information.

In the course of providing our services we may process specific sensitive data, for instance in the unfortunate event that you experience an accident or incident we will record your personal data and any health implications. We rely on exceptions contained in Article 9 of the GDPR and the Data Protection Act 2018 to process this information.

Where necessary we may keep information as outlined above in relation 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 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 company sick pay.

Illustrative examples of when we may use your Sensitive Data:

- Medical Information - for example, where special workplace accommodations are required to be considered or for compliance with the sick leave scheme Skibbereen Education & Environment Projects Limited may procure medical reports, including Occupational Health Advisor reports, regarding staff. Such reports will contain Sensitive Personal Data regarding employees' health status, conditions or illnesses.
- Criminal convictions – which may be processed in the context of the appropriateness of employment. ⁽³⁾

e. When you are applying for a job.

Job applications are received by Skibbereen Education & Environment Projects Limited, both solicited and unsolicited, either directly or via recruitment partners (i.e., Jobs Ireland and Activelink). There is no obligation on Skibbereen Education & Environment Projects Limited to retain or reply to unsolicited applications made. Unsolicited applications, whether in writing or via e-mail or other forms may be issued with written notification from us upon receipt of your application and if and where relevant processed through the appropriate Skibbereen Education & Environment Projects Limited Recruitment/Appointment Procedure.

Applications sought by Skibbereen Education & Environment Projects Limited shall necessitate the furnishing of a range of Personal Data pursuant to the appropriate Recruitment/Appointment Procedure. Skibbereen Education & Environment Projects Limited will hold securely such applications and additional information which may be obtained during the course of any recruitment, interview and selection process, such as interview notes, educational qualifications etc., electronically and/or manually. The general retention period for applications and interview notes is 12 months and documents are then securely destroyed, save for where applicants opt-in to retain data entered by them into the system in the course of their application, for ease of future applications made.

All provisions of this Privacy Notice will apply to the processing of your application. Your information may be shared with Skibbereen Education & Environment Projects

Limited agents or partners in connection with services that these individuals or entities perform. These agents or partners are restricted from using this data in any way other than to provide the specified related services (such as recruitment services or pre-employment and in-employment medical assessments).

- You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your employment. In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references. Personal data is kept in personnel files or within Skibbereen Education & Environment Projects Limited HR and IT systems. ⁽³⁾

f. When you provide your consent.

There are some activities where we process personal information with your permission, which you can withdraw at any time, although if you do, we may not be able to provide the product or service you have requested. An example is where we want to use your photograph to promote our business. We would ask your permission first and you can withdraw your consent at any time. We will indicate in this Privacy Notice where we rely on consent. ⁽³⁾

g. Withdrawing your consent.

Where we may rely on consent to use your information, you have the right to revoke that consent for that processing activity at any time. However, we may have the right to rely on an alternative legal basis for the processing activity and will inform you of that.

Withdrawal of consent may still allow the processing of your data if:

- Processing is necessary for the performance of a contract with you.
- Processing is necessary for compliance with a legal obligation.
- Processing is necessary to protect your vital interest or that of another person.

- Processing is necessary for the performance of a task carried out in the public interest.
- Processing is necessary for the legitimate interests pursued by Skibbereen Education & Environment Projects Limited or a third party; except where such interests are overridden by your interests or fundamental rights and freedoms.

(3)

h. Sharing your information.

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 certain information on to Revenue. Access to the information contained in your personnel file will only be by appropriate people in Skibbereen Education & Environment Projects Limited, namely the CE Scheme Supervisor and your Sponsor (employer). Some government bodies have a legal basis to inspect information contained in your personnel file and Skibbereen Education & Environment Projects Limited must make this information available to them, e.g., Workplace Relations Commission (WRC) and the Data Protection Commission (DPC). Skibbereen Education & Environment Projects Limited may provide some of the information contained in your personnel file to third-party, e.g., the Revenue Commission, the Department of Employment Affairs and Social Protection and with other Government Department/Agencies in accordance with the law.

When you fill out the Garda Vetting Central Vetting Unit (CVU) form, you consent to your information being shared with Cork Volunteer Centre, who act as agents for the Central Vetting Unit.

CCTV/Your attendance record may be shared with an insurance company in the event of any query relating to an insurance claim being made by you against Skibbereen Education & Environment Projects Limited. (3)

i. How does Skibbereen Education & Environment Projects Limited protect your data?

Skibbereen Education & Environment Projects Limited shall employ reasonable and appropriate administrative, technical, personnel, procedural and physical measures to safeguard your information against loss, theft and unauthorised uses access, uses or modifications. All personal information stored in either password protected or is locked away in cabinets. Only a limited number of authorised personnel have access to this information. The following principles apply:

- Confidentiality - only people who are authorised to use the data can access it.
- Skibbereen Education & Environment Projects Limited will ensure that only authorised persons have access to a staff personnel file and any other personal or sensitive data held.
- Employees are required to maintain the confidentiality of any data to which they have access, including all data relating to fellow staff, CE Scheme Participants, stakeholders and committee members.
- Integrity - that the personal data is accurate and suitable for the purpose for which it is processed.
- Availability - that authorised users should be able to access the data if they need it for authorised purposes.

We ensure that when we outsource any processes that the service provider (i.e., “Data Processor”) has appropriate security measures in place. ⁽³⁾

j. Updating your information.

If at any stage the information you have provided changes (e.g., change of address, or surname), please contact your line manager/CE Scheme Supervisor & Sponsor in writing so our records can be updated. ⁽³⁾

k. Retaining your information.

We may retain your information for as long as necessary in light of the purposes set out in this Privacy Notice, including for the purposes of satisfying any legal, accounting, or reporting requirements and, where required for Skibbereen Education & Environment Projects Limited to assert or defend against legal claims, until the end of the relevant retention period or until the claims in question have been settled. Paper files will be destroyed in a cross-cut shredder, and electronic records will be deleted. Please refer to Skibbereen Education & Environment Projects Limited Retention Schedule for details on how long we store your personal data and why. ⁽³⁾

l. Data transfers outside of the EU or EEA.

We do not transfer any personal data outside of the EU or EEA. ⁽³⁾

m. Your rights under the GDPR & The Data Protection Act, 2018.

You have rights in respect of our processing of your personal data which are:

- To access your personal data and information about our handling of it. You also have the right to request a copy of your personal data (but we will need to remove information about other people).
- To rectify incorrect personal data that we are processing.
- To request that we erase your personal data if:
 - 1) We no longer need it.
 - 2) If we are processing your personal data by consent and you withdraw that consent.
 - 3) If we no longer have a legitimate ground to process your personal data.
 - 4) We are processing your personal data unlawfully.
- To object to our processing if it is by a legitimate interest.

- To restrict our processing if it was by legitimate interest.
- To request that your personal data be transferred from us to another company if we were processing your data under a contract, or with your consent and the processing is carried out by automated means.

To exercise any of these rights, please contact us at skibb.ce@gmail.com alternatively apply in writing to:

The Compliance Officer
Skibbereen Education & Environment Projects Limited
The Parochial Hall
East End
Schull.

You will need to enclose proof of identity, such as staff ID card, or copy of driving licence or passport. You are encouraged to complete the Subject Access Request (SAR) Form to assist Skibbereen Education & Environment Projects Limited in accurately identifying the location(s) of the personal data. Skibbereen Education & Environment Projects Limited will respond to you within 30 days to your request once it has received all the relevant information.

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data. 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.

You have the right to lodge a complaint to the Data Protection Commission (DPC) if you believe that we have not complied with the requirements of the General Data Protection Regulation or the Data Protection Act, 2018 with regard to your personal data (see the contact detail under the heading 'Concerns, Complaints or Questions').

(3)

n. Your obligations.

You have some obligations under your employment contract to provide Skibbereen Education & Environment Projects Limited with your data. You are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide Skibbereen Education & Environment Projects Limited with data to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights. Certain information, such as contact details, your right to work in Ireland and payment details, must be provided to enable Skibbereen Education & Environment Projects Limited to enter a contract of employment with you. 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. ⁽³⁾

o. Disclosures required by law.

Your information will be disclosed where we are obliged by law to do so. We may also disclose your information where we are allowed by law to protect or enforce our rights or the rights of others and for the detection and prevention of crimes, such as fraud. ⁽³⁾

p. Concerns, complaints or questions.

If you have a privacy concern, complaint, or question for Skibbereen Education & Environment Projects Limited Compliance Officer, please contact us at skibb.ce@gmail.com or telephone 085 2212428. Alternatively, you can contact us by writing to:

Compliance Officer
Skibbereen Education & Environment Projects Limited
The Parochial Hall
East End
Schull

We will respond to any questions or concerns within 30 days. You can also raise a concern or lodge a complaint with the Data Protection Commissioner (DPC).

Should you not be satisfied with our response to your concerns or believe that we have not complied with our data protection obligations you may lodge a complaint with the Data Protection Commission (DPC) in Ireland or the Statutory Authority in your country of residence, who will be able to liaise with the Data Protection Commission.

The Data Protection Commission (DPC) can be contacted at:

Post: Data Protection Commission
Canal House
Station Road
Portarlinton
Co. Laois
Ireland
R32 AP23.

Telephone: +353 (0) 57 8684800

Telephone: +353 (0)761 104 800

Lo-Call Number: 1890 252 231

E-mail: info@dataprotection.ie ⁽³⁾

14. Appendix

a. Timesheet form and example.

Skibbereen Education and Environment Project Ltd						
Name:	Example Time Sheet				Cycle 5	
Participants are required to WORK 78 hours per cycle / 19.5 hours per week (But include any unpaid lunch times)						
Annual Leave is 81 hours per 52 weeks or pro-rata when lesser time worked						
Please add 30 mins extra on to 6+ hour days. Daily hours worked is START to FINISH <i>minus</i> any lunch-break!						
Week	Day	Date	Start	Finish	Hours	Comments
52 <i>Happy Christmas!</i>	Monday	23/12/2019				
	Tuesday	24/12/2019	9.30	16.30	6.5	1/2 hour lunch
	Wednesday	25/12/2019			6.5	Bank Holiday
	Thursday	26/12/2019			6.5	Bank Holiday
	Friday	27/12/2019				
	Saturday	28/12/2019				
					Hrs worked:	19.5
Week	Day	Date	Start	Finish	Hours	Comments
1 <i>Happy New Year!</i>	Monday	30/12/2019				
	Tuesday	31/12/2019				
	Wednesday	01/01/2020	9.30	16.30	13	Bank Holiday - Worked - minus 1/2 hour lunch. Plus time back owing - 6.5 hours.
	Thursday	02/01/2020	9.30	16.30	6.5	1/2 hour lunch
	Friday	03/01/2020	9.30	16.30	6.5	1/2 hour lunch
	Saturday	04/01/2020				
					Hrs worked:	26
Week	Day	Date	Start	Finish	Hours	Comments
2	Monday	06/01/2020				
	Tuesday	07/01/2020	9.30	16.30	6.5	
	Wednesday	08/01/2020	9.30	16.30	6.5	
	Thursday	09/01/2020			6.5	6.5 hours Sick Leave
	Friday	10/01/2020				
	Saturday	11/01/2020				
					Hrs worked:	19.5
Week	Day	Date	Start	Finish	Hours	Comments
3	Monday	13/01/2020				
	Tuesday	14/01/2020			6.5	6.5 hours Paid Time Off (PTO)
	Wednesday	15/01/2020			6.5	6.5 hours PTO
	Thursday	16/01/2020			6.5	6.5 hours PTO
	Friday	17/01/2020				
	Saturday	18/01/2020				
					Hrs worked:	19.5
Participant's Signature: _____						
Sponsor's Signature: _____						
Please return to Supervisor when signed						

b. Holiday Request form and example.

Skibbereen Education & Environment Project Ltd. Holiday Request Form				
Participants are required to WORK 78 hours per cycle / 19.5 hours per week.				
Annual Leave is 81 hours per 52 weeks or pro-rata when less time is worked (8% of time worked).				
Bank holidays are not deducted from holiday entitlement.				
Bank holidays worked add an extra 4 hours to holiday entitlement.				
Please allow for compulsory time to be deducted from holiday entitlement at Christmas and closed periods etc.				
Holidays must be taken within the 52 week project period.				
Arrangements for taking holidays are a matter of agreement between the sponsor and the participants.				
Name:	<i>Paid Time Off (PTO)</i>		Sponsor:	<i>Example Holiday Request Form</i>
Week	Day	Date	Hours	Comments
3	Monday			
	Tuesday	<i>14/01/2020</i>	<i>6.5</i>	<i>Paid Time Off (PTO)</i>
	Wednesday	<i>15/01/2020</i>	<i>6.5</i>	<i>Paid Time Off (PTO)</i>
	Thursday	<i>16/01/2020</i>	<i>6.5</i>	<i>Paid Time Off (PTO)</i>
	Friday			
	Saturday			
Week	Day	Date	Hours	Comments
	Monday			
	Tuesday			
	Wednesday			
	Thursday			
	Friday			
	Saturday			
Week	Day	Date	Hours	Comments
	Monday			
	Tuesday			
	Wednesday			
	Thursday			
	Friday			
	Saturday			
Week	Day	Date	Hours	Comments
	Monday			
	Tuesday			
	Wednesday			
	Thursday			
	Friday			
	Saturday			
Participant's Signature:				
Sponsor's Signature:				
Please return to Supervisor when signed				

c. Sick Leave form and example.

Skibbereen Education & Environment Project Ltd.					
Sick Leave Form					
Participants are required to WORK 78 hours per cycle / 19.5 hours per week.					
The project sponsor decides sick leave policy.					
DEASP reimburses the sponsor for a total of 56 hours sick leave with a doctor's certificate (Please note: this is NOT Form MC1).					
If sick leave extends beyond 6 consecutive days, then an application for Illness Benefit can be made (Form MC1).					
For an application for Illness Benefit - Form MC1 - can be supplied from your GP.					
Name:	<i>Sick Time</i>		Sponsor:	<i>Example Sick Leave Form</i>	
Week	Day	Date	Hours	Comments	
2	Monday				
	Tuesday				
	Wednesday				
	Thursday	<i>09/01/2020</i>	<i>6.5</i>	<i>Sick Leave - Medical Certificate attached</i>	
	Friday				
	Saturday				
Week	Day	Date	Hours	Comments	
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Week	Day	Date	Hours	Comments	
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Week	Day	Date	Hours	Comments	
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Participant's Signature:					
Sponsor's Signature:					
Please return to Supervisor when signed.					

15. Information Sources

1. **Irish National Organisation of the Unemployed.** *Welfare to Work*. Dublin: Irish National Organisation of the Unemployed, 2018. ISBN: 978-1-901909-23-4.

2. **Department of Employment Affairs and Social Protection.** Community Employment Programme. *welfare.ie*. [Online] 1 July 2019.
<https://www.welfare.ie/en/Pages/Community-Employment-Programme-.aspx>.

3. **Skibbereen Education & Environment Project Ltd.** *Privacy Notice for Employees & Community Employment (CE) Scheme Participants*. Cork: Skibbereen Education & Environment Project Ltd., 2019.