

CLARE COUNTY COUNCIL

FIRE & RESCUE SERVICE

TERMS OF ENGAGEMENT OF RETAINED PART-TIME FIRE-FIGHTERS

(County Council means Clare County Council)

CHARACTER: A fire-fighter must be of good character. The County Council may make whatever enquiries it considers necessary to satisfy this condition.

AGE: A fire-fighter must be not less than 18 years on the first day of the month in which the latest date for receiving application forms occurs. A birth certificate must be submitted to the County Council as proof of age, and compliance with the above is required before a person is to be engaged as a recruit.

RETIREMENT: The normal retiring age is 55. However, fire-fighters who would be physically capable of working beyond the preferred age of 55 have an extended optional period in which to exit the service subject to certain conditions. Such fire-fighters have the option to continue working for a defined limited period subject to compulsory annual medical assessment measured against agreed standards. The maximum age limit is 58 and no extension will be provided beyond the date of the fire-fighters 58th birthday.

SUPERANNUATION: The post holder will be required to contribute into the **Single Public Service Pension Scheme** as per Department of Housing, Local Government and Heritage guidelines.

GENERAL: The employment is part-time and pensionable - subject to qualifying service as per the scheme rules.
A practical numeracy and English test will be required if you are successful at interview stage and a job offer is subsequently made.

HEALTH: A fire-fighter shall be free from any defect, disease, physical or psychological condition, and must be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.

MEDICAL EXAMINATION:

Before recruitment, in order that conditions as to health may be ascertained, a candidate shall undergo such medical examination (which may include x-ray and/or other special tests) as the County Council consider necessary. The medical examiners will be nominated by the County Council. The candidate must comply, at their own expense, with such remedial requirements as the County Council consider necessary.

An Operational Fire-fighter shall -

- (1) at any time, if requested by the County Council, undergo such medical examination(s) by medical examiner(s) as nominated by the County Council,

And

- (2) attend medical examinations as requested as per Occupational Health system for retained fire-fighters as issued by LGMA to Fire Authorities.

Payment of medical examiner(s) fees may be made by the County Council in its absolute discretion for the above examinations. The fire-fighter must comply, at their own expense, with such remedial requirements as the County Council considers necessary.

Retention as a fire-fighter will depend upon receipt of satisfactory reports by medical examiner(s) and to the general condition above as to health.

An operational fire-fighter must maintain a good level of physical fitness and shall partake in the Occupational Health Scheme as detailed in the "Retained Fire-fighter's Agreement with Local Government's Management Services Board on revised pay and conditions of Employment - 1999".

EDUCATION:

A candidate must have attained a suitable level of education to enable them to successfully undergo the appropriate training, and to perform satisfactorily as a fire-fighter.

DRIVERS LICENCE: A candidate must hold a **Class B Drivers licence** on date of closing date of applications.

PROBATION:

From the date of commencement as a recruit fire-fighter, there shall be a period of eleven months during which the recruit fire-fighter shall be on probation. Such period of eleven months may be extended at the absolute discretion of the County Council. The recruit shall not become an operational fire-fighter at the end of the period of probation unless the County Council is satisfied that the fire-fighter has been satisfactory in all respects.

TRAINING:

During the probationary period a recruit shall attend and pass -

- (1) A three-week recruit's course, and
- (2) A two-weeks Breathing Apparatus Wearers' course,
- (3) Any other course that the County Council may deem necessary

Failure to successfully complete such courses will terminate the recruit fire-fighter's employment.

A recruit fire-fighter shall possess a current Full Class B Licence, free from endorsement and ideally a current Full Class C Licence for HGV with up to eight passengers. Recruits shall pass a Class C Driving test during probationary period after appropriate training. Failure to pass may result in termination of employment. They will co-operate with Driver Training for HGV Vehicles and will act for another driver or driver mechanic if necessary.

DRILLS AND FURTHER TRAINING:

A fire-fighter shall attend and participate in drills and shall undergo from time to time, courses, and further training as required or deemed appropriate by the County Council. The location(s) of the training shall be decided by the County Council and adequate advance notice shall be given to fire-fighters.

Drills shall be held at such frequency as decided by the County Council and in accordance with the Fire Services Council's syllabus. A fire-fighter shall be provided with a minimum of 100 hours training per annum as per "Retained Fire-fighter's Agreement with Local Government's Management Services Board on revised pay and conditions of Employment - 1999". This training will normally be given on a two hours per week basis. He will co-operate with any new training regimes for fire-fighters/fire officers including out of station, mid-week, or week-end training as decided by Chief Fire Officer.

The level of training to be successfully undertaken by a fire-fighter shall be such as to enable him to carry out competently and effectively, the various operations required in the Fire Service, including the operation of communications systems, driving appliances and vehicles, and the operation of pumps, lifts, ladders, rescue and emergency equipment, hydrant testing, etc., and such other matters and requirements as may arise from time to time.

A fire-fighter shall be expected to acquire a level of training and knowledge as to enable him to interchange with and act as substitute for all personnel at operational level in the Fire Service of the County Council. The County Council has discretion to act-up a fire-fighter to an officer position if it is required.

RESIDENCE:

A fire-fighter must reside and work within 1.5 miles (2.4 km) or within a reasonable distance of the fire station of the relevant unit. On receipt of a fire or other emergency call they should be in attendance at the station within five minutes. (If changing residence or the nature or location of their work prevents them from carrying out this undertaking, they will resign from the service of the Fire Brigade).

CITIZENSHIP:

Candidates must, by the date of any job offer, be:

- (a)** A citizen of the European Economic Area (EEA). The EEA consists of the Member States of the European Union, Iceland, Liechtenstein, and Norway; or
- (b)** A citizen of the United Kingdom (UK); or
- (c)** A citizen of Switzerland pursuant to the agreement between the EU and Switzerland on the free movement of persons; or
- (d)** A non-EEA citizen who is a spouse or child of an EEA or UK or Swiss citizen and has a stamp 4 visa; or
- (e)** A person awarded international protection under the International Protection Act 2015, or any family member entitled to remain in the State as a result of family reunification and has a stamp 4 visa or
- (f)** A non-EEA citizen who is a parent of a dependent child who is a citizen of, and resident in, an EEA member state or the UK or Switzerland and has a stamp 4 visa

AVAILABILITY: Written evidence from the employer as to availability must be provided and the County Council in its sole discretion, shall decide as to whether the availability as so evidenced is acceptable; self-employed must also provide written evidence as to availability. Such written evidence must cover a candidate's availability for initial training and for fire and other calls, drills, training, and such other duties which the fire-fighter may be required by the County Council to perform.

If the County Council deems a fire-fighter's attendance to be unsatisfactory, it may terminate the fire-fighter's service.

DUTIES: A fire-fighter, as and when required, shall perform such duties as are assigned to them from time to time and without prejudice to the generality of this requirement, a fire-fighter, as and when required by the County Council, shall perform watchroom duties, driving duties and the operation of pumps, lifts, hoists, ladders and means of escape, rescue equipment, hydrant testing etc. and other duties as directed by an authorised officer of the County Council either verbally or in writing.

ATTENDANCE:

(1) DRILLS AND FIRE/EMERGENCY CALL OUTS

Notwithstanding such other disciplinary action which the County Council may apply, failure to attend or participate in 85% of the drills and 50% of fire/emergency call outs as a rider on the appliance in any quarter of a year shall have the result that the fire-fighter shall forfeit their right to payment of the retaining fee for that quarter.

In the case of fire/emergency call outs, the fire-fighter shall attend within the "maximum attendance time" which shall be set for each station by the Chief Fire Officer. The "turnout time" and "maximum attendance time" shall be set in accordance with "Retained Fire-fighter's Agreement with Local Government's Management Services Board on revised pay and conditions of employment - 1999". There is a liability on fire-fighters to attend alert calls. This is the basis on which a retainer is paid. The onus of arranging to receive a call out alarm shall rest with members. A pager whose care & battery condition is the responsibility of the fire-fighter is issued to each fire-fighter to enable him/her receive notification of emergency calls.

Where the Chief Fire Officer considers that a fire-fighter is not fulfilling the above attendance standards which they consider reasonable in all of the circumstances, the Chief Fire Officer will have the right to withhold the retainer payment as follows:

50% in the 1st quarter,
100% in the 2nd quarter within any 12 months.

Any further failure to meet the above attendance standards may be dealt with through disciplinary procedures.

(2) STAND-TO ROSTER

A strict week on/week off roster shall apply for each fire-fighter. They shall be required when available for duty to respond to and attend with due promptness to fire and other calls, emergencies, and duties in any part of County Clare and in the area of any other Fire Authority as required by the County Council.

A fire-fighter rostered on duty may be relieved of their obligations to respond to and answer fire and other calls etc., provided that they have made arrangements with a fire-fighter rostered off duty, to act as substitute in their place and provided that both fire-fighters have notified the Station Officer or in his absence, the Sub-Officer, in writing, at least 48 hours in advance of the substitution taking effect and provided that the Station Officer or in his absence, the Sub-Officer, has consented in writing to the substitution. This paragraph shall apply also in the case of Annual Leave. In cases of Annual Leave, advance notice in writing must be given to the Station Officer or in his absence, to the Sub-Officer on a prescribed form, at least fourteen days in advance of the first day of Annual Leave.

Notwithstanding the above, members shall be available for duty at all times unless approved absence has been previously arranged with the Officer in charge of the brigade.

(3) Members shall comply with Regulations for Fire Brigade Personnel as attached.

CLOTHING

The issue to each firefighter shall be -

1 Fire-fighter's Helmet	Issued once only
1 Fire-fighter's Turn-out Coat	Normally issued once in 5 years
1 Fire-fighter's Turn-Out Trousers	Normally issued once in 5 years
1 Pair Fire-fighter's Boots	Normally issued once in 5 years

The above equipment shall be stored in the Fire Station. Each fire-fighter shall be responsible for his/her issue of clothing etc. and items lost or damaged due to the fire-fighter's default shall be replaced at the fire-fighter's expense, by deduction of the cost from fees etc., due to him.

In addition to above each fire-fighter will be supplied with an undress uniform at the end of his probationary period, and half the cost will be deducted from his clothing allowance for that year.

In addition, each member receives an annual clothing allowance of €186.59. All rates are subject to periodic review.

REMUNERATION:

In relation to training and courses etc. (excluding fire drills) provided after recruitment, a fire-fighter taking part in courses lasting one day and upwards shall be paid drill fee rates in lieu of wages.

A fire-fighter shall be paid at the appropriate approved national rates of fire and drill fees and retainer fees. (See Schedule A for conditions attached to payment of retainer fees). The rates for fire/emergency call outs are increased by 100% between 10.00 p.m. and 7.00 a.m. and on Saturdays, Sundays, and public holidays. The above fees shall be reduced by the amount of such statutory deductions as may apply from time to time.

A fire-fighter will be paid for attendance at drills at the rate of €22.94 per hour as of 01/10/2022.

A fire-fighter will be paid for attendance at fires at the rate of €45.88 per hour for the first hour or part of, and €22.94 per hour thereafter (Day fires 7.00 a.m. - 10.00 p.m.) as of 01/10/2022.

For night fires (10.00 p.m. - 7.00 a.m.) a fire-fighter will be paid €91.76 per hour for the first hour or part of, and €45.88 per hour thereafter as of 01/10/2022. Week-end fires are paid for at the same rate as night fires.

In addition, a retaining fee will be paid quarterly subject to conditions in force. Fees are as follows as of 01/10/2022:

Service	Fire-fighter
0-2 years	€8,696 per annum
2-5 years	€9,664 per annum
5-10 years	€10,834 per annum
10 years+	€11,907 per annum

ANNUAL LEAVE

Annual leave shall be provided in accordance with the organisation of Working Time Act, 1997. Holiday Pay will be paid accordingly as per agreed national guidelines as issued by LGMA and / or DOHLG&H.

SICK PAY

Where a member becomes incapacitated as a result of serious illness or injury, retainer fee shall be paid for twelve weeks on receipt of a Medical Doctor's report. The retainer fee may be extended to six months depending on the merits of the case and the applicant's attendance records. Extended sick leave would generally only be extended to a member on one occasion only.

GENERAL

They must adhere to all conditions of Service for Part-time Fire-fighters as set out in 1973 Agreement & Retained Fire-fighters 1999 Composite Agreement respectively and in accordance with the 2005 LRC Bench-Marking Agreement.

GRIEVANCE & DISCIPLINARY PROCEDURES

For the majority of employees the question of Grievance & Disciplinary Procedures will never arise. Clare County Council's Grievance & Disciplinary Procedures shall be followed to ensure that on exceptional occasions when grievances need to be resolved or disciplinary action has to be taken, it is exercised in a fair and reasonable manner and with due regard to the rights and responsibilities of all parties concerned.

They will abide by the Clare Co. Council Fire Service Grievance & Disciplinary Procedures as issued in January 2000 to each Station.

CLARE COUNTY COUNCIL

FIRE & RESCUE SERVICE

SCHEDULE A

Conditions attaching to payment of retainer fees

- (1) That normally half of each brigade is rostered for continuous on call on alternate weeks. Half of each brigade is intended to mean alternate members of each brigade. This may be altered -
 - (a) At the discretion of the Station Officer in the interests of the efficiency of the Service and in the event of unavoidable illness or absence of a member.
 - (b) In the event of occasional unavoidable absence of one rostered member for part of his week, by agreement by him another member to act for him, provided such private agreement has been notified in writing to and agreed by the Station Officer or his Deputy in advance.
- (2) The onus of arranging to receive the call-out alarm shall rest with members.
- (3) The retainer payment will be paid every quarter subject to 100% availability for all rostered periods during that quarter (subject to condition 1 (b) above).
- (4) Failure to turn out during a rostered period will result in loss of the retainer payment. The Chief Fire Officer will have the right to withhold the retainer payment as follows:

50% in the 1st quarter,

100% in the 2nd quarter within any 12 months.

Any further failure to meet the above attendance standards may be dealt with through disciplinary procedures.
- (5) Notwithstanding the above conditions, all members should turn out at any time available on hearing the alarm and if not rostered and unavailable a member should notify the Station Officer or his Deputy as at present.
- (6) Notwithstanding the above conditions, Clare County Council may introduce a strict week on/week off roster, and/or selective call on certain categories of call in the future. It is a condition of their employment that any new recruit fire-fighters from 1/9/87 will comply with new arrangements when introduced.

Please note that the signed change of duty form applies also for official leave purposes

CLARE COUNTY COUNCIL

FIRE & RESCUE SERVICE

REGULATIONS FOR FIRE BRIGADE PERSONNEL

1. Every member must report for duty with the utmost speed on notification of a fire call. The onus of arranging to receive call out alarm shall rest with members.
2. Every member must remain at duty until:
 - (a) the fire has been extinguished and the brigade has returned to the station, and the equipment has been carefully and properly stored away, and the party dismissed by the officer in charge.
 - (b) dismissed by the officer in charge.
 - (c) relieved by another member on the order of the officer in charge.
3. No member shall leave his/her post unless the prior approval of the officer in charge is obtained, and no member shall relieve another member without the prior approval of the officer in charge.
4. Fire-fighters are responsible for carrying fire-fighting/emergency duties under the direction of the officers and for the carrying out of such other orders as may be given them from time to time by an officer either in writing or verbally.
5. Any member of the fire brigade who:
 - (a) fails to carry out his/her duties in a smart and efficient manner;
 - (b) fails to take proper care of his/her equipment;
 - (c) fails to carry out an order from a superior officer given either verbally or in writing;
 - (d) causes any damage to premises or equipment through carelessness;
 - (e) adopts a negative or obstructive attitude likely to interfere with the smooth and efficient working of the brigade;
 - (f) attempts to introduce issues which have no bearing on fire brigade duties;
 - (g) attempts directly or indirectly to intimidate any member into any particular action against his/her will, shall be reported immediately to the Chief Fire Officer who will investigate the matter. Any member guilty of any of the above may be reprimanded, suspended, or dismissed.
6. Any member of the fire brigade who is unpunctual at drill shall not be paid drill fees.

- 7.** Each member of the fire brigade shall, while engaged on fire brigade duties, at fires, practice, travelling to or from fires, and while on the fire brigade premises carry out his/her duties in a smart and efficient manner. Any slovenliness or otherwise, unsatisfactory carrying out of his/her duties on the part of any member of the fire brigade shall be reported to the Chief Fire Officer for necessary disciplinary action.
- 8.** Each member of the fire brigade who volunteers for fire brigade service must be prepared to accept the many risks entailed and to fulfil to the best of his/her ability the duty as fire-fighter in the saving of life, the fighting of fires and the saving of property from damage.
- 9.** Each member must pass satisfactorily a test to be carried out by the Council/Chief Fire Officer before being admitted as a member of the Fire Brigade and must pass any such further tests as the Council/Chief Fire Officer may deem necessary.
- 10.** All personnel are covered by an insurance policy in relation to injury at work in the Fire Service.
- 11.** Any officer or fire-fighter may at any time make a complaint to or seek a personal interview with the Chief Fire Officer. Such complaint or application for interview must be made in writing and signed by the Officer or fire-fighter concerned with his/her comments.
- 12.** Any member of the fire brigade who through illness, holidays or other reason will be unavailable for fire brigade duty for a period of time shall send notice of the fact in writing to his/her superior officer.
- 13.** Each member must agree to the introduction of any new technology and agree to implement any new technology if directed by the County Council.

DISMISSAL PROCEDURE:

The Council hopes that it will not be necessary to dismiss you. There are, however, certain breaches of Council rules and of established custom and practice for which - after the facts have been ascertained - you may be dismissed or suspended without pay. In all cases, the following procedures apply: -

- * A full investigation will be carried out by the Council. You may be suspended without pay, pending such investigation.
- * You will be informed of the reasons for the proposed dismissal and you will have the right to state your case. You may be accompanied if you wish, by a fellow employee of your choice, or a representative of your Trade Union, where appropriate.
- * You may appeal if a decision is taken to dismiss you at the conclusion of the above.
- * If you and the Council agree, independent arbitration will be sought if a dispute arises concerning your dismissal.
- * Certain breaches of Council Rules, customs or practice may result in you being dismissed without notice or pay in lieu of notice.

YOUR RIGHT TO APPEAL:

The Council is committed to offering meaningful feedback to candidates who request it, and to dealing with such requests in a timely and efficient manner. In this regard, Clare County Council will automatically forward the marks awarded to you at interview and comments made by the Interview Board.

The Council will consider appeals in relation to eligibility, short-listing and final decisions of interview boards. Such appeals must be made by candidates in writing within **7 working days** of notification of the relevant decision. On receipt of an appeal, the selection decisions will be re-visited, and the candidate will be informed of the outcome of this review.

GARDA VETTING:

Successful candidates may be subject to Garda Vetting in advance of appointment to the position in accordance with the requirements of the National Vetting Bureau Act 2012 to 2016 (as amended). This legislation provides a statutory basis for the vetting of persons carrying out relevant work with children or vulnerable persons.

Garda Vetting is conducted in respect of any person who is carrying out work or activity, a necessary and regular part of which consists mainly of the person having access to, or contact with, children or vulnerable persons.

Criminal Convictions:

I declare that if I am in receipt of any convictions/prosecutions it is my responsibility to bring this to the attention of the Human Resources Officer without delay.

I acknowledge receipt of the document '**TERMS OF ENGAGEMENT OF RETAINED PART-TIME FIREFIGHTERS**', which I have read, and I hereby agree to accept the terms thereof in the first instance as a candidate, trainee, and recruit and subsequently, if applicable, as and Operational Fire-fighter.

Signed: _____

Trainee

Date: _____

Address: _____

Witness: _____

Date: _____

Address: _____

CLARE COUNTY COUNCIL IS AN EQUAL OPPORTUNITIES EMPLOYER

CLARE COUNTY COUNCIL RETAINED FIRE-FIGHTERS

_____ **Fire Brigade**

I, _____ of _____

hereby undertake to carry out all lawful instructions given by my superior officers and to report for fires within a reasonable time after being summoned.

I further agree to attached Schedule A on Condition attached to Payment of Retainer Fees as well as to the attached Terms of Engagement of Retained Part-Time Fire-Fighters.

I shall adhere to Clare County Council Fire & Rescue Service Regulations for Fire Brigade Personnel.

If changing residence or the nature of my work prevents me from being available for Fire Brigade work I will resign from the service.

I accept that my employment is subject to satisfactory probation for one year subject to my qualifying in a breathing apparatus course and recruit training course in the same period.

Signed: _____

Date: _____

Witness: _____

Date: _____

Note to each applicant for the post of Retained Fire-Fighter

Re: Position of Retained Fire-Fighter in Clare County Council

I refer to the above.

In recent times applicants for the above post have come to interview without fully understanding the qualifications for the post. You should read through carefully and fully the Terms of Engagement prior to interview to ensure that you are fully aware of the demands of the post. Outlined below are some of the more onerous terms of engagement.

GENERAL: The employment is part-time and pensionable as per Department of Housing, Local Government & Heritage guidelines.

PROBATION: From the date of commencement as a recruit fire-fighter, there shall be a period of 12 months during which the recruit fire-fighter shall be on probation. Such period of 12 months may be extended at the absolute discretion of the County Council. The recruit shall not become an operational fire-fighter at the end of the period of probation unless the County Council is satisfied that the fire-fighter has been satisfactory in all respects.

RESIDENCE: A fire-fighter **must reside and work within 1.5 miles (2.4 km)** or within a reasonable distance of the fire station of the relevant unit. On receipt of a fire or other emergency call they should be in attendance at the station within five minutes. (If changing residence or the nature or location of his/her work prevents him/her from carrying out this undertaking, they will resign from the service of the Fire Brigade).

AVAILABILITY: Written evidence from the employer as to availability must be provided and the County Council in its sole discretion, shall decide as to whether the availability as so evidenced is acceptable; self-employed must also provide written evidence as to availability. Such written evidence must cover a candidate's availability for initial training and for fire and other calls, drills, training, and such other duties which the fire-fighter may be required by the County Council to perform.

Fire-fighters shall be available for duty at all times unless approved absence has been previously arranged with the Officer in Charge of the brigade. On the rostered week off fire-fighters may be required to be available for duty depending on the crewing levels that are available.

If the County Council deems a fire-fighter's attendance to be unsatisfactory, it may terminate the fire-fighter's service.

Also attached find a questionnaire for your own benefit to prepare you for the type of person that is required to carry out the duties of a retained fire-fighter.

**Adrian Kelly,
Chief Fire Officer**

A CAREER AS A FIRE-FIGHTER IS IT REALLY FOR YOU?

We receive enquiries each year from men and women who want to be Fire-fighters. Our objective is to be fair to all applicants in our recruitment and selection. The following list of questions has been put together to help you decide whether being a Fire-fighter is really for you. It will help you to prepare yourself for your interview.

Simply circle YES or NO to each of the following questions.

Are you able to meet the demands of working in a disciplined uniformed service? Can you take orders from other people? Can you accept the need to keep to rules that tell you what you can and cannot wear and the standard of appearance you must maintain **Yes No**

Can you get on with people from different backgrounds and cultures? **Yes No**

Do you have the emotional strength to deal with a road traffic accident or other instances where there may be severe injuries or loss of life? **Yes No**

Can you work as part of a close knit team? Can you work under pressure without letting the rest of your team down? **Yes No**

Do you have the sensitivity to deal with members of the public when they are distressed, confused or being obstructive? **Yes No**

Can you take the responsibility for representing the Brigade when you are at work and *when you are not?* **Yes No**

Are you committed to maintaining and developing your skills? Are you prepared to study on top of your normal working day? **Yes No**

You should not suffer from aquaphobia (water), claustrophobia or vertigo? **Yes No**

Are you committed to maintaining your health and physical fitness? Is regular exercise a part of your everyday life? **Yes No**

Are you prepared to be available for call-outs day and night, evenings, weekends and public holidays? **Yes No**

Are you a practical person who likes to work with their hands and with equipment? Do you enjoy making things or finding out how things work? **Yes No**

Are you someone who can always be relied on to be somewhere on time? Are you someone that others see as dependable? **Yes No**

Are you prepared to work outside in all types of weather, even if you are wet and cold and you don't know when a job might finish? **Yes No**

Are you someone who can cope with routine, knowing that you may have to do the same things at the same time on most days, with the frustration of sudden interruptions to your routines? **Yes No**

If you answered yes to the above, can you give good examples to back your answers up?

Note: This form is for your use only. Do not send it back to us. You may, however, wish to retain it and bring it with you to interview.



COMHAIRLE CONTAE AN CHLÁIR
CLARE COUNTY COUNCIL

Retained Part-Time Firefighter

Revised Closing Date for receipt of applications 4:00 p.m. Friday 30th December 2022

IMPORTANT CHECKLIST AND NOTES:

	Checklist	Please Tick
A	Fully completed application form must be typed, in PDF format and submitted with any essential qualifications (Drivers Licence) via email as one document to recruitment@clarecoco.ie	<input type="checkbox"/>
B	Please quote your name followed by ' Retained Fire-Fighter ' in the subject line of the email.	<input type="checkbox"/>
C	Please ensure that you satisfy the essential requirements for this post (as specified in the Conditions & Qualifications) in advance of completion of the Application Form.	<input type="checkbox"/>
D	The responsibility rests with the applicant to ensure that the application form is delivered and received on time via email by the Human Resources Department of Clare County Council by the closing date.	<input type="checkbox"/>
	I declare I understand and will comply with the following notes	Please tick
E	Incomplete applications will be returned as invalid	<input type="checkbox"/>
F	Additional information provided via Letter, Curriculum Vitae, etc. will not be considered (unless specifically requested by Clare County Council).	<input type="checkbox"/>
G	Amendments to the application form will not be accepted after the closing date.	<input type="checkbox"/>
H	Notify the Human Resources Department of any change of contact details	<input type="checkbox"/>
I	Applications received after the closing date and time will not be considered	<input type="checkbox"/>
J	If you are successful in this competition and a job offer ensues, original certificates/qualifications will be requested.	<input type="checkbox"/>
K	Interviews may be held remotely, online using Microsoft Teams.	<input type="checkbox"/>
L	Expenses incurred by candidates will be at the candidates own expense.	<input type="checkbox"/>

If these requirements are not met, applications will be deemed invalid and therefore ineligible to proceed any further in the recruitment process.

NOTE: PLEASE EMAIL ONLY THE APPLICATION FORM SECTION AND RETAIN THE INFORMATION BOOKLET FOR YOUR OWN RECORDS



COMHAIRLE CONTAE AN CHLÁIR
CLARE COUNTY COUNCIL

CANDIDATE PRIVACY NOTICE

REVISION HISTORY

Document No.	Rev. No.	Details	Effective Date	Issued By:
HR-RE-01	01	Candidate Privacy Notice	17/06/21	HR
HR-RE-01	02	Candidate Privacy Notice	24/05/22	HR
HR-RE-01	03	Candidate Privacy Notice	17/11/22	HR

1. CANDIDATE PRIVACY NOTICE

Clare County Council is committed to protecting the privacy and security of your personal information.

We respect your privacy and are committed to protecting your personal data. Clare County Council is a personal data controller. This means that we are responsible for deciding how we hold and use personal data about you. This notice is aimed at informing you of how and why your personal data will be used, namely for the purposes of the recruitment exercise, and how long it will be retained for. It provides you with certain information that must be provided under the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the local data protection law.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

A current copy can be found on the Clare County Council website which can be accessed on the following Website Address: www.clarecoco.ie

2. OVERVIEW

Key definitions:

- **Personal data** – Any information relating to an identified or identifiable natural person (“data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or two or more specific factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- **Processing** – Anything done on or with the personal data or sets of personal data. This includes collection, recording, organisation, structuring, storage, adaption or alteration and deletion.

- **Data Controller** – Whoever determines the purposes and means of the processing of personal data. This is usually (but not always) whoever collects the personal data in the first place.
- **Data Processor** – Whoever processes personal data on behalf of the controller.
- **Consent** – Any freely given specific, informed, and unambiguous indication of the data subject's wishes by which they, by a statement or by clear affirmative action, signifies agreement to the processing of personal data relating to them.
- **Personal data breach** – Any breach of security leading to the accidental or unlawful destruction, loss, alteration. Unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

3. DATA PROTECTION PRINCIPLES

Clare County Council will comply with data protection law. This says that the personal information we hold about you must be:

- a. Used lawfully, fairly and in a transparent way.
- b. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- c. Adequate, relevant, and limited to what is necessary in relation to the purposes we have told you about.
- d. Accurate and kept up to date.
- e. Kept only as long as necessary for the purposes we have told you about.
- f. Kept securely.

4. THE KIND OF DATA WE HOLD ABOUT YOU

In connection with your application, we will collect, use, and store the following categories of personal data about you:

- The data you have provided on our application form, including name, title, home address, telephone number, personal email address, employment history, qualifications, professional memberships, educational achievements, and any data you provide us during interviews at our premises.

Any personal data provided to us about you by your referees [if applicable].

5. HOW IS YOUR PERSONAL DATA COLLECTED?

We collect personal data about candidates from the following sources:

- You, the candidate.
- Your named referees, from whom we collect the following categories of data: full name, periods of previous employment, performance during previous employment.
- From publicly accessible sources, such as LinkedIn, etc.

6. HOW WE WILL USE DATA ABOUT YOU

We will use the personal data we collect about you to:

- Assess your skills, qualifications, and suitability for the role.
- Carry out background and reference checks, where applicable.
- Communicate with you about the recruitment process.
- Keep records related to our hiring processes.
- Comply with legal or regulatory requirements.

It is in our legitimate interests to decide whether to appoint you to the role since it would be beneficial to our business to appoint a suitable candidate to that role. We also need to process your personal data to decide whether to enter into a contract with you.

Having received your completed Application Form/CV/qualifications and the results from any assessments you took, we will then process that data to decide whether you meet the basic requirements to be shortlisted for the role. If you do, we will decide whether your application is suitable to invite you for an interview. If we decide to call you for an interview, we will use the data you provide to us at the interview to decide whether to offer you the role. If we decide to offer you the role, we may then take up references and/or any other check before confirming your appointment.

7. IF YOU FAIL TO PROVIDE PERSONAL DATA

If you fail to provide personal data when requested, which is necessary for us to consider your application (such as evidence of qualifications or work history), we may not be able to process your application further. For example, if we require references for this role and you fail to provide us with relevant details, we will not be able to take your application further.

8. HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA

We will use your sensitive personal data only in so far as we are permitted by Law to do so:

- We will use data about your disability status to consider whether we need to provide appropriate adjustments during the recruitment process, for example whether adjustments need to be made during a test or interview.

9. AUTOMATED DECISION-MAKING

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making.

10. WHAT IS THE LAWFUL BASIS FOR PROCESSING PERSONAL DATA?

Clare County Council's lawful basis for the processing of your personal data under GDPR is;

Article 6 (b) Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

Article 6 (c) Processing is necessary for compliance with legal obligation to which the data controller is subject;

Article 6 (f) Processing is necessary for the purpose of the legitimate interests of the data controller.

11. DATA SHARING

We will only share your personal data with the following third parties for the purposes of processing your application:

- Recruitment company to conduct aptitude test,
- External Interview Board,
- Clare County Council network,
- Clare County Council HR Department.

All our third-party service providers and other areas within Clare County Council are required to take appropriate security measures to protect your personal data in line with our policies.

We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

12. DATA SECURITY

Clare County Council takes your privacy seriously. We are committed to protecting your personal information.

The data you provide is maintained securely in password protected computer files with role based access and hardcopies are stored in a locked cabinet with access limited to authorised personnel, including the HR staff.

Clare County Council has appointed a data protection officer (DPO) who can be contacted on DPA@clarecoco.ie

13. DATA RETENTION

We will retain your personal data for the following retention periods; (i) Ineligible applicants - 18 months and then securely destroyed; (ii) Eligible applicants but not

qualified and/or not placed on panel - 18 months and then securely destroyed; (iii) eligible; qualified but not offered post or refused post - 18 months after panel expires then securely destroyed. In the event of a legal claim, the data will be retained for the duration of the claim and a further 18 months thereafter and then securely destroyed.

We retain your personal data for that period so that we can show, in the event of a legal claim, that we have not discriminated against candidates on prohibited grounds and that we have conducted the recruitment exercise in a fair and transparent way. After this period, we will securely destroy your personal data in accordance with our data retention policy. If you are offered employment, your data will be retained for the period of your employment.

14. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your rights in connection with personal data

Under certain circumstances, by law you have the right to:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data corrected.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.

- **Request the restriction of processing** of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal data to another party.

If you want to review, verify, or correct your personal data, you can do so by applying in writing to the Council's data protection officer DPA@clarecoco.ie. If you wish to request erasure of your personal data or object to the processing of your personal data, please send an email to DPA@clarecoco.ie

15. DATA PROTECTION QUERIES

We have appointed a Data Protection Officer [DPO] to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal data, please contact DPA@clarecoco.ie

16. DATA PROTECTION COMMISSION

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Data Protection Commission.

Telephone:

+353 578 684 800

+353 761 104 800

Address:

21 Fitzwilliam Square South

Dublin 2

D02 RD28

Policy Changes

Clare County Council reserves the right to amend this policy from time to time.