

8. Misconduct

The Acts do not affect the right of an employer or an employee to terminate a contract of employment without notice due to the misconduct of the other party.

9. Employment Appeals Tribunal

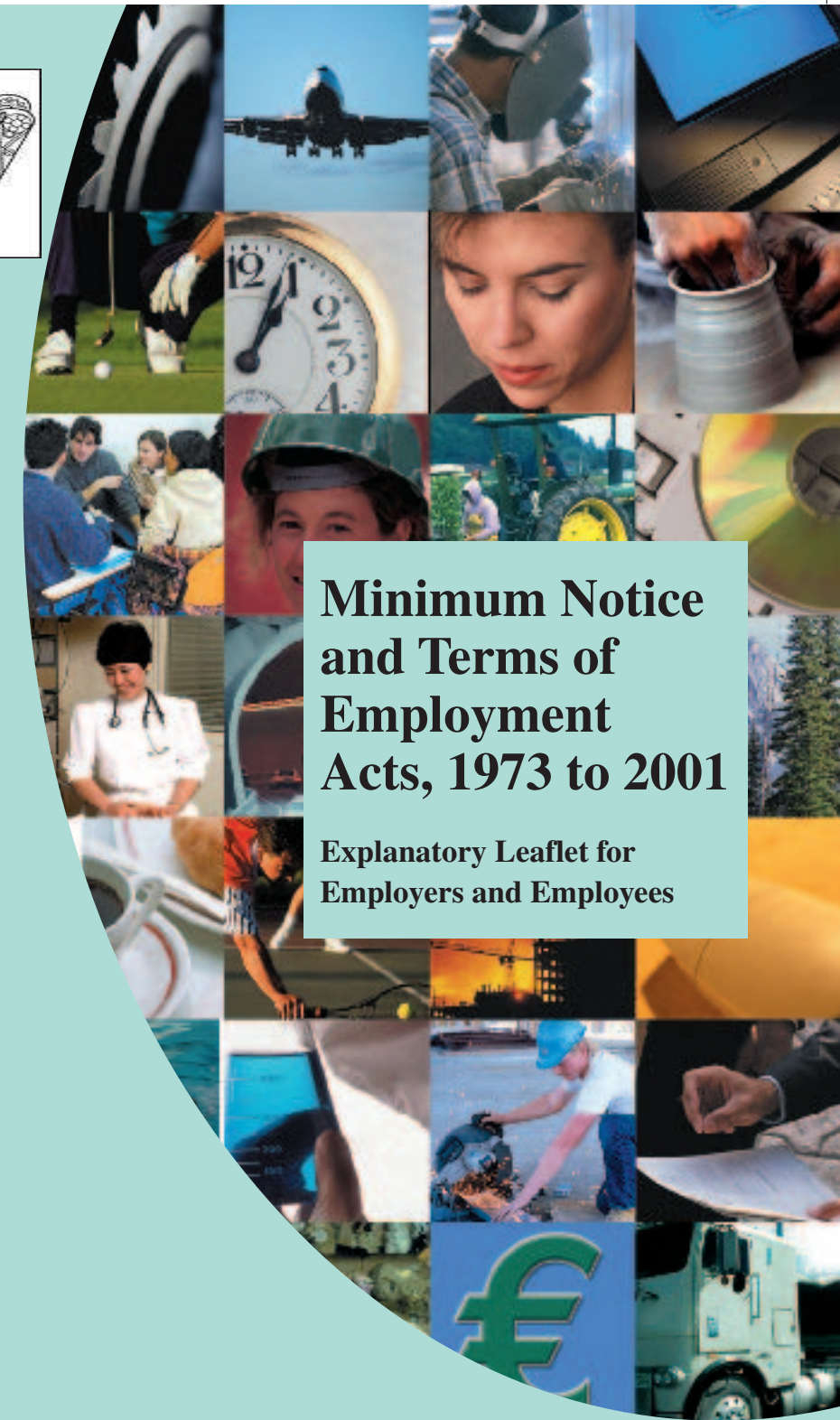
Disputes about such matters as the right to notice, length of notice, calculation of continuous service or dismissal due to misconduct may be referred to the Employment Appeals Tribunal, Davitt House, Adelaide Road, Dublin 2. The Tribunal, which includes representatives of employers' and workers' bodies, may investigate a dispute and give a decision on it. The Tribunal may award compensation to an employee whose employer has not given the employee proper notice or who has not paid the employee properly during his/her period of notice. A party to proceedings before the Tribunal may appeal to the High Court from a decision of the Tribunal on a point of law. The Minister, at the request of the Tribunal, may refer a question of law to the High Court for determination.

10. Enforcement of Decisions of Employment Appeals Tribunal

An employer must carry out a decision of the Tribunal within 6 weeks, unless the decision is under appeal to the High Court. If an employer fails to implement such a decision, the employee's trade union or the Minister may institute legal proceedings on behalf of the employee seeking payment of the award made by the Tribunal.

11. Repeal of Sections 9 and 10 of the Minimum Notice and Terms of Employment Act, 1973

Sections 9 and 10 of the 1973 Act, which relate to an employee's entitlement to information about terms of employment, have been repealed. These sections have been overtaken by the provisions of the Terms of Employment (Information) Act, 1994, on which a separate explanatory booklet is available from the Department.



Minimum Notice and Terms of Employment Acts, 1973 to 2001

Explanatory Leaflet for
Employers and Employees

MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2001

Explanatory Leaflet for Employers and Employees

Note: 1. This leaflet gives only a brief summary of the above-mentioned Acts and is not a legal interpretation. Its main object is to outline the rights and obligations of employers and employees provided for in the Acts.

In cases of doubt or where further information is required, persons should refer to the Acts or contact Information Services, National Employment Rights Authority, O'Brien Rd, Carlow.
Lo-call: 1890 80 80 90*
Web Site Address: www.employmentrights.ie

Copies of this leaflet and the forms for making a complaint under the Acts to the Employment Appeals Tribunal may be obtained from Information Services, National Employment Rights Authority (NERA).

Note: The lo-call numbers may be used by callers from outside the 01 area.

* Note that the rates charged for the use of 1890 (Lo-Call) numbers may vary among different service providers.

MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2001

1. The Purpose of the Acts

The Acts lay down minimum periods of notice to be given by employers and by employees when terminating a contract of employment.

2. Who is Covered by the Acts?

The Acts apply to employees who have at least thirteen weeks continuous service with the same employer. The Acts do not apply to:

- the immediate family of the employer provided they live with him/her and are employed in the same private house or farm;
- established civil servants;
- members of the Permanent Defence Forces (except temporary staff in the Army Nursing Service);
- members of the Garda Siochana;
- seamen signing on under the Merchant Shipping Act.

3. What is the Period of Notice?

If an employee has been in "continuous service" with the same employer for at least thirteen weeks, s/he is entitled to a minimum period of notice before the employer may dismiss him/her. This period varies according to length of service as follows:-

Length of Service	Minimum Notice
Thirteen weeks to two years	One week
Two years to five years	Two weeks
Five years to ten years	Four weeks
Ten years to fifteen years	Six weeks
More than fifteen years	Eight weeks

4. What is "Continuous Service"?

An employee's service is regarded as "continuous" unless s/he is either dismissed or voluntarily leaves his/her job. Continuity of service is not usually affected by strikes, lay-offs or lock-outs nor by dismissal followed by immediate re-employment. The transfer of a trade or business from one person to another does not break continuity of service and in such cases an employee's service with the new owner includes continuous service with the previous owner. However, for the purpose of these Acts, an employee who claims and receives redundancy payment in respect of lay-off or short-time is considered to have left his/her employment voluntarily.

5. Calculation of Period of Service

Periods of absence from the employment due to service with the Reserve Defence Forces are deemed to be periods of service. Absence of up to twenty-six weeks between consecutive periods of employment count as periods of service if due to lay-offs, sickness or injury, or when taken by agreement with the employer. A week, or part of a week, when an employee was locked out by his/her employer, or when the employee was absent from work due to a trade dispute in another business, also counts when calculating periods of service. However, any period during which an employee has been absent from work because s/he was taking part in a strike relating to the business in which the employee is employed does not count.

6. Employer's Right to Notice

An employer is entitled to at least one week's notice from an employee who has been employed by the employer for 13 weeks or more and who proposes to give up his/her job.

7. Waiving Right to Notice or Accepting Pay in Lieu

Any provision in a contract of employment for shorter periods of notice than the minimum periods stipulated in The Acts has no effect. The Acts do not, however, prevent an employer or employee from waiving his/her right to notice or accepting payment in lieu of notice.