

Minimum Notice

Under the terms of the Minimum Notice and Terms of Employment Acts, 1973-2005, an employee or employer who intends to terminate a contract of employment must provide the other party with specified minimum notice.



Employees - Employees who have been in *continuous employment* for at least 13 weeks are obliged to provide their employer with one week's notice of termination of employment. If a greater amount of notice is specified in the employee's contract of employment, then this notice must be given.

Employers - Employers must give employees, who have been in *continuous service*, notice dependent on the length of the employee's service, as follows -

Required Notice

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

Continuous Service

An employee's service is considered '*continuous*' unless he/she is either dismissed or voluntarily leaves his/her job. Continuity of service is not normally 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 (a Transfer of Undertakings) does not break continuity of service, and in such cases an employee's service with the new owner includes 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.

Calculation 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 26 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 the employee has been absent from work because he/she was taking part in a strike relating to the business in which the employee is employed does not count.

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. If the employer does not require the employee to work out any part of their notice, the employer is obliged to pay the employee for that period.

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.