



Employing staff in **Ireland**

Table of Contents

1.0 INTRODUCTION	5
2.0 EMPLOYMENT OF FOREIGNERS.....	5
2.1 EU, EEA and Swiss Nationals	5
2.2 Other Foreign Nationals.....	5
3.0 EMPLOYMENT CONTRACT.....	5
3.1 Form of Employment Contract	5
3.2 Fixed Term Contract.....	5
3.3 Variations	6
4.0 PROBATION	6
5.0 REMUNERATION	6
5.1 Basic Pay	6
5.2 Other Elements of Remuneration.....	6
6.0 WORKING HOURS AND TIME OFF	6
6.1 Standard Working Hours	6
6.2 Overtime	6
7.0 LEAVE.....	7
7.1 Vacation and Public Holidays	7
Vacation.....	7
Public holidays.....	7
7.2 Sick Leave and pay.....	7
7.3 Family Leave.....	7
Maternity.....	7
Paternity.....	8
Adoption Leave	8
Parental Leave	8
Parent's Leave.....	8
Carer's Leave.....	8
Force Majeure Leave.....	8

7.4	Other leave	9
8.0	SOCIAL SECURITY COVERAGE	9
8.1	Introduction	9
8.2	Basic Pension.....	9
	Changes to the Retirement Age	9
8.3	Medical Care - Basic Health Coverage	9
8.4	Unemployment Insurance	10
9.0	OCCUPATIONAL INJUSRIES BENEFIT SCHEME.....	10
	Injury Benefit.....	10
	Illness Benefit.....	11
	Medical Care	11
	Death Benefit.....	11
	Funeral Grant.....	11
10.0	SUPPLEMENTAL BENEFITS	11
10.1	Health Insurance.....	11
	Lifetime Community Rating	11
10.2	Occupational Sick Pay (OSP).....	11
	Occupational Sick Pay and Annual Leave	12
10.3	Occupational Pension	12
10.4	Death & Disability Insurance	12
	Death Benefits/Life Insurance	12
	Disability Benefits/Income Protection.....	12
10.5	Company Car	12
10.6	Others.....	13
	Bonus Schemes.....	13
	Salary Sacrifice.....	13
	Employee Assistance Program	13
	Travel Insurance	13
	Flexible Benefits	13
11.0	TERMINATION OF EMPLOYMENT.....	13

11.1 Means of Termination.....	13
Termination by the Employer	14
11.4 Settlement Agreements	14
11.5 Post-Employment Restrictions.....	15
11.6 Providing References	15
12.0DISCRIMINATION	15
13.0INDUSTRIAL RELATIONS	15
14.0DATA PROTECTION.....	15

This country guide is intended to be a summary of the major areas of employment law & HR practice and does not constitute legal or HR advice. The guidance was correct at the time of publishing and professional advice should always be sought as specific needs arise.

1.0 INTRODUCTION

Irish employment law is driven by statute law, European Community law, the common law, and the Irish Constitution. Judgements and decisions pertaining to UK case law also have persuasive authority.

There has been an enormous growth in the volume of legislation being introduced in Ireland, much driven by its membership of the European Union.

2.0 EMPLOYMENT OF FOREIGNERS

It is an offence to employ an individual without an employment permit where one is required. Penalties for employers for such an offence include a fine of up to €250,000 and/or up to 10 years' imprisonment.

2.1 EU, EEA and Swiss Nationals

Members of the European Union (EU), European Economic Area (EEA) or Swiss nationals are entitled to work in Ireland without an employment permit.

2.2 Other Foreign Nationals

Subject to some small exceptions, almost all other non-EU/EEA or Swiss nationals must have an employment permit to work in Ireland.

Employers applying for employment permits are generally required to establish that it has not been possible in spite of reasonable efforts to fill the vacancy with an Irish or other person for whom a work permit is not required.

3.0 EMPLOYMENT CONTRACT

3.1 Form of Employment Contract

A contract of employment may be implied, oral or in writing. An employee must be provided with a written statement of the following terms and conditions of employment within five days of commencement of employment.

- > Full names of employer and employee;
- > Address of employer;
- > Place of work;
- > Job title and nature of work;
- > Commencement date of contract;
- > Expected duration of temporary contract or date on which a fixed-term contract will expire;
- > Rate of pay or method of calculation of pay;
- > Pay intervals and reference period (e.g. weekly/monthly);
- > Hours of work including overtime;
- > Paid leave (other than paid sick leave);
- > Sick pay and pensions;
- > Notice periods;
- > Reference to any applicable collective agreements.

Furthermore, where an employee is required to work outside Ireland for a period of one month or more, the employee must be given, prior to departure, a written statement of terms and conditions that will apply for the period abroad.

Employers in Ireland are also obliged to give an employee a written statement of the disciplinary/dismissal procedure within 28 days after entering a contract of employment.

3.2 Fixed Term Contract

Fixed term contracts are permissible in Ireland subject to specific limitations and cannot be used indefinitely. Unless there is an objective justification, the total duration of fixed term employment, based on 2 or more continuous contracts may not exceed 4 years in total. Fixed term contracts may be terminable automatically at the end of an agreed period of time or on the completion of a task or project (or in the case of a maximum-term contract, on one or both parties giving the other the notice prescribed in the

contract). However it is important that includes an express clause within the contract of employment regarding the non-applicability of the unfair dismissal legislation in Ireland and the reason for it. Lastly any fixed term employment that terminates at or after 2 years will also entitle the employee to a redundancy payment.

3.3 Variations

Any material variation must be expressly agreed between the parties in order to be legally binding, even where the contract contains a flexibility clause that gives the employer the right to change certain terms and conditions unilaterally.

The Terms of Employment (Information) Acts 1994–2012 require that details of any changes to terms and conditions must be in writing and given no later than one month after the change takes effect.

4.0 PROBATION

Probationary periods are commonly applied, with a typical duration of 3 to 6 months. Probationary periods generally do not go beyond 12 months, this is because employees will gain entitlements under the unfair dismissal legislation once they accrue one years' service.

For the probationary period to apply, it should be specified in the written contract of employment.

5.0 REMUNERATION

5.1 Basic Pay

Levels and intervals of pay will normally be covered by express contractual terms. For employees other than those who carry out manual or lower level clerical tasks, salaries are usually paid on monthly basis.

All employees are entitled to a pay slip containing the gross wage and details of all deductions.

5.2 Other Elements of Remuneration

Other elements of remuneration, such as bonus and incentive schemes, commission payment, and employee share schemes, may also be offered as a reward for performance and/or loyalty. The employer needs to ensure that where such schemes are in operation, the terms are fair and non-discriminatory.

6.0 WORKING HOURS AND TIME OFF

6.1 Standard Working Hours

According to the Organisation of Working Time Act 1997, the maximum average working week for most employees cannot exceed 48 hours, which is calculated over a reference period of 4 months. This reference period may be increased to 6 months in certain situations and provided compensatory rest is given in a reasonable time period.

Employees are entitled to a rest break of 15 minutes after having worked four and a half hours. If an employee has worked for more than 6 hours, he is entitled to a break of 30 minutes, which can include the 15-minute break referred to previously. There is no entitlement to be paid during these breaks and they are not considered part of working time.

An employee is further entitled to 11 hours' consecutive rest in each period of 24 hours.

The provisions of the Organisation of Working Time Act 1997 on working time and rest periods do not apply to certain categories of employees, such as those who have control over their own working hours.

6.2 Overtime

The employee should not work for more than 48 hours a week on average, including overtime.

There is no statutory right to overtime pay in Ireland. Where no overtime pay is provided, the employer should make sure that the employee's

average hourly rate should not fall below the minimum wage after taking into account of overall hours actually worked.

7.0 LEAVE

7.1 Vacation and Public Holidays

Vacation

Under the Organisation of Working Time Act 1997, employees are entitled to paid annual leave as follows:

- > Four working weeks in a leave year in which they work at least 1,365 hours;
- > One-third of a working week for each month in the leave year in which they work at least 117 hours;
- > 8% of the hours they work in a leave year (subject to a maximum of four weeks).

Annual leave should be taken within the leave year, or, with the consent of the employee, within 6 months thereafter.

Pay in lieu of annual leave entitlement is not allowed except upon termination of employment.

Public holidays

There are 9 public holidays in Ireland in a calendar year:

- > New Year's Day (1 January);
- > St Patrick's Day (17 March);
- > Easter Monday;
- > The first Monday in May;
- > The first Monday in June;
- > The first Monday in August;
- > The last Monday in October;
- > Christmas Day (25 December); and
- > St Stephen's Day (26 December).

- > Full-time employees are entitled to one of the following:
- > A paid day off on the day of the public holiday;
- > A paid day off within a month of the public holiday;
- > An extra day's annual leave;
- > An extra day's pay.

Part-time employees' entitlement to a full day's pay during a public holiday are only gained after having worked at least 40 hours in the five weeks before the public holiday and the public holiday falls on a working day. In the event the public holiday falls on a non-working day, they should still be paid one-fifth of their weekly pay, provided they worked at least 40 hours in the five weeks before the public holiday.

7.2 Sick Leave and pay

There is no statutory sick pay entitlement in Ireland. An employee may, however, apply for social welfare benefits (Illness/Injury Benefit) if he has made enough social insurance contributions.

In practice employers often provide occupational sick pay schemes.

7.3 Family Leave

Maternity

All female employees are entitled to 26 weeks' maternity leave. Of this period, at least 2 weeks have to be taken before the end of the week in which the baby is due and at least 4 weeks have to be taken after the birth. During this period employees may qualify for maternity benefit payable by the state depending on their social insurance contributions.

A further period of 16 weeks' unpaid additional maternity leave may be taken immediately following the 26-week period. This period is not covered by the state Maternity Benefit.

Maternity leave may be extended even further by a period of up to four weeks where, for example, the employee has less than the four weeks' mandatory leave after the birth due to the delayed birth.

A breastfeeding employee who has given birth within the previous six months is entitled to either breastfeeding breaks of 60 minutes in total where the feeding is done at the workplace, or to a reduction of working hours, both without loss of pay.

Paternity

Employees may be entitled to 2 weeks' of paternity leave regardless of their length of their employment.

Paternity leave must be taken within 26 weeks of the child's birth or adoption and employees must give the employer at least 4 weeks' notice before the leave date.

Employers are not obliged to pay for paternity leave. Employees may be able to receive statutory paternity benefit subject to their social insurance contributions.

Adoption Leave

All adopting mothers and all sole male adopters are entitled to take adoptive leave of 24 consecutive weeks (covered by the state Adoptive Benefit), with the possibility of 16 consecutive weeks' additional adoptive leave. Employers not required to pay for adoption leave although the employee may qualify for adoptive benefit from the State subject to their social insurance contributions.

Parental Leave

Employees with a minimum of one year's service (or three months' continuous service in certain circumstances) are entitled to unpaid parental leave of 22 weeks for each child, which must be taken before the child reaches the age of 12 (or 16

if the child suffers from a disability or a long-term illness). Where an employee has more than one child (except twins or triplets), parental leave is limited to 22 weeks in a 12-month period, unless agreed otherwise by the employer. Unpaid parental leave has been increased to 26 weeks as of 1 September 2020. Employees are required to give at least 6 weeks' notice to the employer before commencing the leave period.

Parent's Leave

Employees who are new parents with children born (or adopted) on or after 1 November 2019, are entitled to two weeks' paid parental leave each, in the first year of a child's life, or in the case of adoption, the first 12 months of placement. Employees who qualify, will receive Parent's Benefit paid by Social Security during this period. There will be no requirement on an employer to pay an employee during this two week period. The Irish government plans to increase Parent's leave incrementally by up to a maximum of nine weeks in the future. A minimum of six weeks' notice before the start of Parent's Leave is required from the employee.

Carer's Leave

The Carer's Leave Act 2001 entitles employees with a minimum of one year's service to take unpaid carer's leave of 13 to 104 weeks to look after persons in need of full-time care and attention.

Employees may work for up to 15 hours a week while on carer's leave, provided their income from employment or self-employment is less than a weekly income limit set by the Department of Social Protection.

Force Majeure Leave

The Parental Leave Act gives an employee a limited right to paid leave from work, where, for urgent family reasons, the immediate presence of the

employee is indispensable owing to an injury or illness (excluding death) of a close family member.

The maximum amount of leave is 3 days in a 12-month period or 5 days in a 36-month period.

7.4 Other leave

Employees on jury service are entitled to paid time off work.

8.0 SOCIAL SECURITY COVERAGE

8.1 Introduction

Ireland operates a Pay Related Social Insurance system (PRSI). PRSI is paid by all employees and self-employed people who earn a minimum annual income and who are aged 16 or over, with very few exceptions

The amount of social insurance payable is dependent on the employee's earnings and which Social Insurance Class (sector of the economy) they work in.

By law, it is the employer's responsibility to ensure PRSI is being applied and contributions from the employees are deducted by the employer and paid through PAYE.

A wide range of benefits are available to people who pay PRSA payments. Entitlement to these benefits varies depending on:

- > Employee's Social Insurance Class
- > Contributions made into each benefit
- > Age when contributions into benefits started

Some of the common benefits included are:

- Jobseekers benefit (both unemployed and self-employed)
- Illness
- Maternity/Paternity/Adoption and Parent benefits
- Invalidity

- Health and Safety
- Benefits for surviving spouse / children if the employee dies
- Occupational injuries

The 2020 PRSI rates are as below:

- > Employer: 11.05% of salary.
- > Employee: 4% of salary (in addition to the new Universal Social Charge).

8.2 Basic Pension

State pensions are made up of two categories as follows:

- > **A Contributory State Pension / Old Age Pension.** This is not means tested. This is available for anyone who has ever worked in Ireland, has paid sufficient PRSI contributions and has reached the minimum retirement pension age.
- > **A Non-Contributory State Pension / Old Age Pension.** This is available for individuals who pass a means and habitual residence test, have reached the minimum retirement pension age and who do not qualify for a full Contributory State Pension.

Changes to the Retirement Age

The government has recently introduced changes to the minimum retirement pension age as follows: If an individual was born after 1st January 1955, their retirement age will be 67 and if they were born after 1st January 1961, it will be 68.

8.3 Medical Care - Basic Health Coverage

The public system is provided by the Health Service Executive (HSE) and is referred to as the Medical Care Scheme. Entitlement to Medical Care services is primarily based on residency and means rather than being associated to tax or PRSI.

There are two types of eligibility categories:

- > Full eligibility for medical card holders
- > Limited eligibility for people who do not hold a medical card

Medical card holders are entitled to the following:

- > Free GP Services
- > Prescribed drugs and medicines
- > Public hospital services
- > Dental, optical and aural services
- > Maternity and infant care
- > Community care and personal social services

Non-medical card holders are entitled to free public hospital however in-patient and out-patient may be payable. Subsidised pre-scribed drugs, medicines, maternity and infant care are all available. Unless the person holds a GP visit card, GP services are not free.

In order to gain and apply for a medical card, the HSE must be satisfied, via a Habitual Residence Test, that the person has been a resident in Ireland for at least a year or can prove the intention to live in Ireland for at least a year.

Qualification for a medical card is largely on a means tested basis but a person may also qualify to hold one on hardship grounds, or on the grounds of EU-Entitlement. Children under 16 are eligible for a medical card, this is extended to 25 for financially dependent young people.

8.4 Unemployment Insurance

The unemployment insurance in Ireland is referred to as the Jobseekers Benefit; this is a weekly payment from the Department of Employment Affairs and Social Protection (DEASP) and is covered by the social security PRSI. An individual will qualify for this benefit providing he/she meets the qualifying criteria:

- > Be unemployed
- > Under 66 years of age

- > Fully capable of, available for and genuinely looking for work.
- > He must be unemployed for at least four days in any period of seven consecutive days before benefit is payable.
- > Additionally, the PRSI contribution conditions must be satisfied, i.e. the individual must have at least 39 weeks' PRSI paid since he started work and 39 weeks' PRSI paid or credited in the relevant tax year.

9.0 OCCUPATIONAL INJUSRIES BENEFIT SCHEME

In line with the Safety, Health and Welfare at Work Act 2005, the Department of Social Protection operates the Occupational Injuries Benefit Scheme. This scheme provides a number of benefits for individuals who are either injured or incapacitated by an accident at work or while travelling directly to or from work. The scheme also covers those who have contracted a disease as a result of the type of work they do. There are a number of benefits available, subject to various qualifying criteria such as minimum contributions into PRSI:

- > Injury Benefit
- > Illness Benefit
- > Medical Care
- > Death benefits
- > Funeral Grant

Injury Benefit

A weekly payment made for those who are unfit for work due to a work related accident or disease. Payments usually start from the 7th day of incapacity and continue for a maximum of 26 weeks. Additional payments may be available depending on individual requirements, such as a Constant Attendance Allowance which contributes towards daily help with personal needs, if required. Compensation, in the form of a Disablement

Benefit, may also be available for permanent disabilities as a result of a work-related accident or disease, even if the individual is able to return to work. If the individual is in receipt of Disablement Benefit and cannot work, they may be eligible for an additional weekly Incapacity Supplement.

Illness Benefit

Individuals should apply for Illness Benefit within 6 weeks of becoming ill. Local doctors will be able to provide the form and relevant Certificate of Incapacity to Work, to do this. This benefit may then pay out after Injury Benefit has been exhausted.

Medical Care

In the event that an individual is injured at work or on a journey to / from work, or contracts a work-related disease, the Medical Care Scheme allows refunds for costs of some medical care / treatments which would not otherwise be funded.

Death Benefit

If the accident at work or illness related to their work results in the death of the Employee, their spouse and / or dependents may be eligible to receive a weekly pension.

Funeral Grant

If the accident at work or illness related to their work results in the death of the Employee, the spouse and / or dependent would be eligible to receive a one off payment towards the cost of the funeral expenses.

10.0 SUPPLEMENTAL BENEFITS

10.1 Health Insurance

It is common in Ireland to provide Health Insurance to employees to who wish to have better access to healthcare than the state provided private and semi-private hospitals. Around 85% of employers in

Ireland provide PMI although the level of cover can vary. Of these around 68% provide cover for the employee, spouse and dependants.

Group schemes can be set up from just one employee and is becoming more common to find employers contributing to such schemes; typically the would cover 100% of the s premiums and a partial or no contributions for the addition of dependents Medical insurance is only available on a community-related basis, which means that insurers must charge the same premiums to everyone covered on the plan regardless of age or their health status. As a result of these restrictions there are a limited number of insurance providers in the market.

Lifetime Community Rating

The Lifetime Community Rating was introduced in May 2015. In order to cover the anticipated additional cost of care for individuals over 34, if members did not take out health insurance before their 35th birthday, an incremental charge will be levied each year for a maximum of 10 years. This levy is calculated as a percentage of the premium.

10.2 Occupational Sick Pay (OSP)

As previously noted, there is no obligation in Ireland for employers to provide Occupational Sick Pay (OSP). Payment of this is typically only seen in larger organisations. Where Occupational Sick Pay is offered, the Company can claim the cost from the state. If the employee is entitled to Illness Benefit (see above) at the same time as receiving Occupational Sick Pay, the employer usually requires the employee to sign over any Illness Benefit payment received from the Department of Social Protection to them, for as long as the Occupational Sick pay continues.

Entitlement to Occupational Sick pay usually starts after a minimum period of service, for example, a three-month probationary period. The employer typically agrees to pay normal pay during any

period that the employee is off work due to illness, up to a specified number of weeks. Following this, the employee will typically receive half-pay for a further period before any sick leave taken becomes unpaid. Usually the employee will be able to self-certify for a week of illness; beyond that a doctor's medical certificate is normally required.

Where an Occupational Sick Pay (OSP) scheme is in place, it must be mentioned in the employee contract and this contract must be received by the employee within 2 months of his or her start date. If no OSP scheme exists, a written statement in the contract must refer to this.

Occupational Sick Pay and Annual Leave

As long as the sickness absence has been authorised by a medical professional, and provided that a medical certificate is available for the period of sickness absence, the employer cannot require the Employee to use annual leave to cover this period of absence. Employees who fall ill during periods of annual leave can also have these days converted to sickness absence days, provided that they have obtained the relevant medical certificate.

10.3 Occupational Pension

It is mandatory for employers to provide employees with access to a Personal Retirement Savings Account (PRSA) pension plan if they do not provide an Occupational Pension Scheme which all employees (including full time, part time, seasonal, temporary, contract or casual employees) are eligible to join within 6 months of starting employment. The PRSA scheme should be made available to all employees. It is becoming more common for large employers or those with multi-national branches to establish pension plans for employees. Note that there is no obligation on an employer to contribute to PRSA, although many do contribute up to 10% of annual basic salary into the PRSA plan. Age-related tax relief can be applied to contributions into a PRSA plan.

The vast majority of pension plans set up in Ireland are implemented on a defined contribution basis, and the pension which is drawn down at the time of retirement is a combination of the contributions made, and the investment growth achieved for these investments.

10.4 Death & Disability Insurance

Death Benefits/Life Insurance

Life insurance in the form of a lump sum payment if the employee dies whilst employed by the Company, is usual in Ireland. These payments vary from 2 to 4 x annual basic salary and are typically paid to spouses only.

Group schemes can be a cost-effective way to offer this benefit and are available if there is a legal entity and if there are a minimum of 10 employees. Alternatively, individual policies can be sourced on behalf of the Employees.

Disability Benefits/Income Protection

It is becoming increasingly common for Employers to offer an Occupational Long-Term Disability or Income Protection Benefit, especially for non-manual workers. This benefit supplements the relatively low statutory Illness Benefit provision (detailed above) and provides peace of mind for employees who are unable to work for long periods due to sickness by paying up to 66.7% of salary (less the flat rate social security benefit) after a waiting period of a minimum of 13 weeks.

Group schemes can be a cost-effective way to offer this benefit and are available if there is a legal entity and if there are a minimum of 10 employees. Alternatively, individual policies can be sourced on behalf of the Employees.

10.5 Company Car

Company cars are common in any role where the employee is frequently required to travel, most notably for sales-related employees and company

directors or executives. For a larger business a fleet of cars is often managed by the company but where an operation is smaller, car allowances up to approximately €500 per month, are offered. Reimbursement for business fuel is treated separately to a car allowance under the Irish Revenue, Tax and Customs Service and a specific rate is recommended by revenue services for this purpose.

10.6 Others

Bonus Schemes

A popular benefit in Ireland is a Bonus Scheme. Typical bonus schemes include Performance related Bonus Schemes, Bonus Schemes based on achievement of sales commissions and Christmas Bonuses.

Salary Sacrifice

Salary sacrifice schemes offer employees the opportunity to forgo the right to receive part of his / her remuneration in order for their Employer to provide a benefit of a corresponding amount, such as bicycle equipment as part of a Cycle to Work scheme, or provision of long term bus / train passes. This can therefore be a tax efficient way for employees to fund their benefits. Revenue Ireland (www.revenue.ie), regularly updates guidance on salary sacrifice arrangements. It is important to note that salary sacrifice cannot be applied to all benefits, and only impacts income tax relief and not relief on Universal Social Charge (USC) or Pay Related Social Insurance).

Employee Assistance Program

It is common for Occupational Health Insurance providers to include an employee Assistance Program as part of their benefits offering. These programs usually provide online resources and a telephone helpline which employees can access to obtain help with financial issues, relationship issues

and other lifestyle questions, and related counselling with a trained advisor.

Travel Insurance

If employees are required to travel outside of Ireland in the course of their duties, there is an expectation that the employer will provide them with Travel Insurance. This typically covers emergency medical and non-medical options (e.g. lost baggage, trip cancellation)

Flexible Benefits

There is a trend for larger employers to offer flexible benefits programs. These programs allow employees to design their own benefits packages, subject to pre-defined limits such as individual budgets or options linked to the employee's employment grade. They are popular since they offer employees the opportunity to personalise their benefits packages.

Flexible benefits packages typically include a combination of pensions, childcare, cycle-to-work, plant-a-tree, and the ability to purchase additional days of annual holiday entitlement. Some packages also offer staff the option to pay an additional premium for a superior healthcare package, or a discount if they downgrade their insurance level.

Due to the cost of implementing and administering flexible benefit schemes, these are usually only offered by larger companies.

11.0 TERMINATION OF EMPLOYMENT

11.1 Means of Termination

Employment may be terminated by resignation, by agreement, by repudiation (where either party unilaterally fails to abide by the terms agreed), by dismissal, and by frustration.

Termination by the Employer

Employees with one year's continuous service enjoy statutory protection against unfair dismissal. However, there are a number of grounds for dismissal that will automatically be deemed to be unfair, such as pregnancy, trade union membership, etc.

There are five potentially fair reasons for dismissal set out in legislation:

- a) capability/qualifications;
- b) conduct;
- c) redundancy;
- d) breach of a statutory enactment;
- e) other substantial grounds.

In addition to the requirement to show a potentially fair reason for dismissal, the dismissal must be reasonable in all the circumstances - whether the employer's conduct has been reasonable and also the extent to which the employer has complied with the procedure relating to dismissal.

11.2 Notice of Termination

The statutory minimum notice that an employer is required to give depends on the length of service as follows:

Length of Service	Notice Period
Up to 13 weeks	None
13 weeks – 2 years	1 week
2 years – 5 years	2 weeks
5 years – 10 years	4 weeks
10 years – 15 years	6 weeks
15 years – or more	8 weeks

In practice, typical notice is 4 weeks/1 month for regular employees, rising to 12 weeks/3 months for senior employees, and 6 months for very senior executives.

An employee should give one week's notice of the termination of his contract, once he has been in

the continuous employment of his employer for 13 weeks or more. This can be increased by agreement within the employment contract.

Pay in lieu of notice can only be done by agreement. Garden leave is permitted by law.

11.3 Redundancy

Employers are obliged to follow certain procedures when making redundancies (for example, consultations, selection for redundancy, minimum redundancy notice, alternative employment, and time off for finding new employment or training).

In case of collective redundancies, employers have specific statutory obligations, procedures and deadlines to follow. They must consult with s and notify the Minister for Employment Affairs and Social Protection in writing at least 30 days before the first redundancy is made. Collective redundancies refer to dismissals in any period of 30 consecutive days where the numbers being made redundant are:

- > 5 where 21 to 49 are employed;
- > 10 where 50 to 99 employees are employed;
- > 10% of employees where 100 to 299 employees are employed;
- > 30 where 300 or more are employed.

An employee with at least two years' continuous service and aged between 16 and 66 years is entitled to redundancy payment. The amount of the statutory redundancy payment is based on an employee's age and length of service. The payment is made up of two weeks' pay per year of service plus an extra week's pay, subject to a maximum earnings limit of €600 per week.

11.4 Settlement Agreements

Settlement agreements are also known as severance agreement or discharge forms. Although the Unfair Dismissals Acts 1977–2007 provides that a provision in an agreement will be void if it excludes or limits the application of the Unfair

Dismissals Acts, it is common practice for such agreements to be executed and to be valid. An employee should receive independent legal advice prior to signing the document.

11.5 Post-Employment Restrictions

Post-employment restrictions must not go beyond what is reasonably necessary to protect the legitimate proprietary business interests of the employer and must be balanced with an employee's right to work and to earn a living. Such restrictions should be tailored to each individual employee and should not merely constitute a blanket ban on certain activities for all employees.

In general, restrictive period in excess of 2 years is regarded by the court as unenforceable. The court has begun to take a stricter view of this and 6 months to 1 year is common at this present time. But ultimately it depends on the role in question.

11.6 Providing References

There is no obligation on an employer or ex-employer to give a reference to employees. There is a growing trend of employers issuing a statement of employment instead of a full reference. A statement of employment usually gives details of the dates of employment of the employee, the title of the job held and a factual account of job responsibilities.

Employers should ensure that any reference they give is accurate and true as it is possible. A negligent or inaccurate reference may render the employer liable for damages for any economic loss suffered as a result.

12.0 DISCRIMINATION

The Employment Equality Acts 1998 to 2015 defines discrimination as treating one person in a less favourable way than another person based on any of the following grounds:

- > Gender

- > Civil status
- > Family status
- > Sexual orientation
- > Religion
- > Age
- > Disability
- > Race
- > Membership of the Traveller community.

The law protects the employees against discrimination, either directly or indirectly, based on any of the above grounds in recruitment and promotion, working conditions and pay, training, and other employment related areas.

13.0 INDUSTRIAL RELATIONS

Industrial relations in Ireland is essentially voluntary in nature with limited State intervention. Legislation has been enacted in certain areas (such as minimum rates of pay, holidays, working hours, minimum notice, redundancy, dismissals and employment equality) setting certain minimum standards which may be improved upon by collective bargaining.

The main collective dispute mechanisms is the Labour Court, which adjudicates collective industrial disputes. The Workplace Relations Commission on the other hand, provides a range of industrial relations services around preventing and workplace dispute resolutions at an individual or group level.

14.0 DATA PROTECTION

The Data Protection Act 2018 was enacted on 24 May 2018 in light of the European General Data Protection Regulation (GDPR). The Act changes the previous data protection framework, which was established under the Data Protection Acts 1988 and 2003.

This change has significantly increased the obligations and responsibilities for organisations and businesses in how they collect, use and protect personal data.

The principles of data protection are as follows:

- > Lawfulness, fairness and transparency- personal data is used fairly, lawfully and transparently
- > Purpose limitation – personal data is used for specified, explicit, legitimate purposes
- > Data Minimisation – personal data is used in a way that is adequate, relevant and limited to only what is necessary
- > Accuracy- personal data is accurate and, where necessary, kept up to date
- > Storage limitation - personal data shall be kept for no longer than is necessary
- > Integrity and Confidentiality - personal data shall be handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage
- > Accountability – data controllers must take responsibility for what is done with personal data and demonstrate compliance with the DPA with the other principles

The legal bases for lawful processing are:

- > Consent.
- > To carry out a contract.
- > In order for an organisation to meet a legal obligation.
- > Where processing the personal data is necessary to protect the vital interests of a person.
- > Where processing the personal data is necessary for the performance of a task carried out in the public interest.

- > In the legitimate interests of a company/organisation (except where those interests contradict or harm the interests or rights and freedoms of the individual)

Under the DPA 2018, individuals also have enhanced rights which are:

- > the right to be informed;
- > the right of access;
- > the right for any inaccuracies to be corrected;
- > the right to have information deleted;
- > the right to restrict the processing of the data;
- > the right to portability;
- > the right to object to the inclusion of any information;
- > the right to regulate any automated decision-making and profiling of personal data.
- > When collating personal data, individuals must be informed of the following information in the form of a privacy notice:
 - > Identity and contact details of the data controller (and where applicable, the controller's representative).
 - > Contact details of the Data Protection Officer (person with responsibility for data protection matters within the organisation).
 - > Purpose(s) of the processing and the lawful basis for the processing.
 - > Where processing is based on the legitimate interests of the controller or a third party, the legitimate interests of the controller.
 - > Any other recipient(s) of the personal data.
 - > Where applicable, details of any intended transfers to a third country (non-EU member state) or international organisation and details of adequacy decisions and safeguards.

- > The retention period (how long an organisation holds onto data) or, if that is not possible, the criteria used to determine the retention period.
- > The existence of the following rights –
 - Right of access
 - Right to rectification
 - Right to erasure
 - Right to restrict processing
 - Right to data portability
 - Right to object

and to request these from the data controller.

- > Where processing is based on consent, the right to withdraw consent at any time, without

affecting the lawfulness of processing based on consent before its withdrawal.

- > The right to lodge a complaint with a supervisory authority.
- > Whether the provision of personal data is a statutory or contractual requirement, necessary to enter into a contract, an obligation, and the possible consequences of failing to provide the personal data.
- > The existence of any automated decision making processes that will be applied to the data, including profiling, and meaningful information about how decisions are made, the significance and the consequences of processing.



IRIS HR Consulting combines professional international expertise and over three decades of experience to provide industry-leading global HR consultancy and HR support services to multinational businesses going global. If your organization is exploring its options and preparing to expand abroad, international human resource management is a key consideration.

Without the support of an international HR specialist, establishing a global HR function requires business-critical levels of time, money and risk. Our HR consultancy and support services cut these costs dramatically by providing expert consultancy and support in one place – wherever your business is heading.

For more details, call 0808 506 1968, or contact enquiries@irishrconsulting.com

IRIS HR Consulting

Heathrow Approach
470 London Road
Slough
Berkshire
SL3 8QY

0808 506 1968

enquiries@irishrconsulting.com