Native Teams

Ireland Knowledgebase

Hiring blueprint

Core employment practices

Irish employment law governs the relationship between employers and employees in Ireland, ensuring fair treatment and protection of workers' rights. It encompasses a range of regulations including employment contracts, minimum wage, working hours, and anti-discrimination measures, aligning with both national legislation and EU directives.
Freedom of Contracting
In Ireland, employment contracts are governed by both statutory law and common law. While employers and employees can negotiate terms, they must comply with minimum legal standards established by employment legislation.

Priority of Employment Rights
Statutory rights such as minimum wage, working time regulations, and anti-discrimination protections take precedence over contractual terms. Employment contracts cannot offer less than the minimum standards required by law.

Employment Contracts
Written Contracts: Employers are required by law to provide employees with a written statement of their terms and conditions within two months of starting employment. This includes information on job title, pay, working hours, and other essential terms.

Types of Contracts:

Permanent Contracts: Ongoing employment with no predetermined end date.
Fixed-Term Contracts: Employment for a specific period or until a specific task is completed.
Temporary Contracts: Short-term employment usually through an agency or for temporary cover.
Casual Contracts: Employment on an as-needed basis with no regular hours or guaranteed work.

Probationary Period: While not legally mandated, probationary periods are common and typically last between three to six months. During this period, either party can terminate the contract with less notice than usual, often outlined in the contract itself.

Working Hours

Standard Workweek: The standard workweek is a maximum of 48 hours, although this can vary depending on the sector and employment contract.

Overtime: There is no specific statutory requirement for overtime pay in Ireland. Overtime pay, if applicable, is generally governed by the employment contract or collective agreements.

Rest Periods: Employees are entitled to a 15-minute break after 4.5 hours of work and a 30-minute break after 6 hours of work. Daily rest of at least 11 consecutive hours is required between work shifts.

Leave Entitlements
Annual Leave: Employees are entitled to a minimum of 4 working weeks of paid annual leave per year.
Sick Leave: There is no statutory entitlement to paid sick leave, but employers may offer it through contractual terms. From 2024, the statutory sick pay scheme provides up to 5 days of paid sick leave per year.

Maternity and Paternity Leave:

Maternity Leave: Up to 26 weeks of paid leave, with the option to extend by an additional 16 weeks unpaid.
Paternity Leave: two weeks of paid leave.

Termination of Employment
Notice Periods: Employees must generally give one week's notice if they wish to resign, and employers must give one week's notice if they wish to terminate employment, increasing with length of service.

Severance Pay: There is no statutory requirement for severance pay, but it may be provided under employment contracts or collective agreements.

Grounds for Termination: Termination must be fair, with valid reasons such as redundancy, misconduct, or capability issues. Employees are protected from unfair dismissal, which requires adherence to fair procedures and valid reasons.

Health and Safety
Workplace Safety: Employers are required to provide a safe working environment and adhere to health and safety regulations under the Safety, Health and Welfare at Work Act 2005.

Training and Equipment: Employers must provide necessary training and equipment to ensure employee safety and comply with health and safety regulations.

Discrimination and Equal Treatment
Anti-discrimination Laws: The Employment Equality Acts 1998-2015 prohibit discrimination on grounds such as gender, age, race, disability, sexual orientation, and religion.

Equal Pay: The principle of equal pay for equal work is enshrined in law. Employers must ensure that pay and benefits are not discriminatory.

Collective Bargaining
Trade Unions: Employees have the right to join trade unions and engage in collective bargaining.

Collective Agreements: Employers and trade unions can enter into collective agreements covering terms and conditions of employment, which may supplement individual contracts.
Employment of Foreigners
Employment of Foreigners: Foreign workers require appropriate work permits or visas to work in Ireland, depending on their nationality and the nature of their employment.

Salary Disbursement and Monthly Client Invoicing
Salary Payment Date: deadline for salary is 10th of the following month

Salary Input: According to our company policy, monthly inputs must be submitted to us by the 12th of each month. This deadline may vary slightly based on business days and public holidays.

Invoicing Deadlines: Invoices are sent on the 15th of each month.

Payslips: Employers are required to provide employees with a payslip detailing gross pay, deductions, and net pay.

Minimum Wage
Minimum Wage: The National Minimum Wage Act 2000 sets the minimum wage, which is updated periodically. As of 2024, the minimum wage is €12.70 per hour.

Pay Increases
Pay Increases: There is no statutory requirement for pay increases, but they may be stipulated in employment contracts or collective agreements.

Reduction of Wages
Reduction of Wages: Employers can reduce wages if the employment contract allows for it, but they must provide proper notice and adhere to any contractual terms or collective agreements.

Social Security and Benefits

Mandatory Contributions: Employees and employers must contribute to social insurance under the Pay Related Social Insurance (PRSI) system.

Pension System: The pension system includes state pensions, and many employers offer additional occupational pension schemes. The State Pension (Contributory) and (Non-Contributory) provide retirement benefits based on PRSI contributions.

Labour laws

Legal framework

Employment law in the Republic of Ireland is regulated by common law, statutory provisions, and various fundamental rights enshrined in the Irish Constitution. While there is considerable freedom of contract between employer and employee, there is no strict requirement for a formal "contract of employment" to be issued.

However, under the Terms of Employment (Information) Acts 1994 to 2012, employers are required, at a minimum, to provide employees with a statement of the main terms and conditions of their employment within two months of starting work.

Irish employment law generally does not differentiate between various categories of employees. Part-time employees must be treated as favorably as full-time employees, and fixed-term employees are entitled to the same treatment as permanent employees.

Most employers provide employees with a detailed employment contract and an employee handbook, which includes additional information on company policies and procedures, such as grievance procedures, disciplinary procedures, and IT & social media usage policies.
The most important sources of Irish labour law are:

Constitution: The Irish Constitution enshrines fundamental rights that significantly impact employment law, including the right to equality, freedom of association, and the right to earn a livelihood. These constitutional rights shape various employment practices and policies.

Employment Equality Acts 1998-2015: These Acts prohibit discrimination in employment based on gender, marital status, family status, sexual orientation, religious belief, age, disability, race, and membership in the Traveller community. They regulate various aspects of employment, including recruitment, promotion, training, and conditions of employment.

Unfair Dismissals Acts 1977-2015: These Acts provide protections against unfair dismissal and establish the right for an employee to bring a claim to the Workplace Relations Commission (WRC) if they believe they have been unfairly dismissed.

Organisation of Working Time Act 1997: This Act governs working hours, rest breaks, annual leave, and public holidays, ensuring employees receive adequate rest and recovery time.

Terms of Employment (Information) Acts 1994-2014: These Acts mandate that employers provide employees with written statements of their terms and conditions of employment within two months of the commencement of employment.

Employment contract

Types of employment contract

The two most commonly used types of contracts are the fixed-term contract and the open-ended contract. Permanent (Full-Time) Contracts: This form of agreement signifies continuous, full-time engagement in employment. It typically delineates the terms and conditions of employment, encompassing remuneration, working hours, vacation entitlements, and supplementary benefits. Permanent contracts afford employees heightened job security and entitlements in contrast to alternative contractual arrangements.

Fixed-Term Contracts: Fixed-term agreements are established for a predetermined duration, such as six months or one year. They are frequently utilized to address provisional staffing requirements, seasonal demands, or specific undertakings. Employees subject to fixed-term contracts enjoy equivalent fundamental employment rights as those in permanent roles, albeit their contract automatically concludes upon expiration of the stipulated term unless subject to renewal or conversion to permanent status. Part-Time Contracts: Part-time agreements are designed for employees who engage in fewer hours of work compared to their full-time counterparts. The terms and conditions governing part-time employment, encompassing remuneration and entitlements, should be commensurate with those applicable to full-time employees performing similar duties. Part-time employees enjoy equivalent rights as full-time employees, albeit on a proportional basis.

Casual Contracts: Casual agreements are commonly employed for sporadic or irregular work arrangements, where continuity of employment or minimum hours are not assured. Casual employees typically receive compensation on an hourly basis and may not be entitled to benefits such as sick pay or holiday pay.

Agency Contracts: Agency agreements entail an employment association between the worker and an intermediary agency rather than directly with the employer. The agency dispatches the worker to the employer on a temporary basis. Terms and conditions for agency workers may diverge from those of permanent or directly employed personnel.

Zero-Hours Contracts: Zero-hours arrangements do not guarantee a minimum workload. Employees subject to zero-hours contracts are typically available to work as needed by the employer, without a guaranteed number of hours. While zero-hours contracts afford employers flexibility, they can engender uncertainty and instability for employees.

Internship Contracts: Internship agreements are frequently utilized to furnish students or recent graduates with practical work experience. These contracts may be remunerated or unpaid and typically endure for a specified duration. Internship contracts must adhere to pertinent employment legislation, encompassing minimum wage regulations and health and safety standards.

Content of an employment contract

The employment contract serves as a legal agreement between an employer and an employee, outlining the terms and conditions of employment. As per Irish legislation, an employment agreement is required to encompass the following provisions:

- Identification particulars of the involved parties (inclusive of full name, address, fiscal code, etc.);
- Work location;
- Commencement date of the employment engagement;
- Tenure of the employment engagement (either fixed-term or indefinite);
- Duration of any probationary period, if applicable;
- Employee's job position and description.

The Terms of Employment (Information) Acts of 1994 to 2001 mandate that employers furnish employees with a statement, endorsed by the employer, delineating specific terms and conditions of employment within a two-month period from the commencement of employment. Failure by the employer to provide this statement entitles the employee to lodge a claim with the Rights Commissioner service, which holds the authority to award compensation of up to four weeks' remuneration and compel the employer to furnish the statement of terms to the employee. It is necessary for an employment contract to also possess the following clauses:

- Termination of Employment: Defines the reasons and protocols for termination of employment, including notification periods for both parties.

- Non-competition and non-solicitation clauses: Specifies any limitations on the employee's ability to engage in competitive activities or solicit customers or staff after termination of employment.

- Health and safety obligations: Specifies the employee's duties in promoting a safe working environment and complying with health and safety laws.

- Data Protection: Includes provisions governing the processing, use and safeguarding of personal data in accordance with data protection laws.

- Disciplinary and Grievance Procedures: Defines protocols for handling grievances and disciplinary matters, including appeal mechanisms.

- Training and development: Identifies opportunities for skill enhancement and professional growth offered by the employer.

Other terms and conditions relevant to the specific role or industry, travel requirements, confidentiality agreements, or additional benefits may also be agreed upon as appropriate.

It is imperative that both employers and employees meticulously review and understand the terms and conditions outlined in the employment contract before signing it, to ensure transparency and compliance with Irish employment law.

Oral, written, or electronic employment contracts

The written form of contract is the most widely used form of finalizing an employment contract. While legislation significantly influences the employment dynamic, the legal association between employer and employee fundamentally originates from contract law. It's noteworthy that the law doesn't mandate the employment contract to be documented in writing.

However, there is an obligation on the employer under the Terms of Employment (Information) act, 1994 to give employees a written statement of certain terms of employment (see below).

This law does not extend to employees who have served for less than one month or to those expected to work fewer than eight hours per week. In Ireland, the employment contract comprises explicit and implicit provisions, with the Terms of Employment (Information) Act of 1994 mandating that specific fundamental details be provided to the

employee in written form. It should include the names and addresses of both employer and employee, the place of work, the title of the job, pay, any terms relating to sick pay, periods of notice and many other basic details.

Initially, it's crucial to note that under common law, there's no mandate for a contract to be in writing; verbal agreements are commonplace in daily interactions. However, statutory exceptions do exist. For instance, the sale of land necessitates written documentation. Secondly, it's vital to grasp that a contract, whether oral or written, only materializes when the essential legal components required for a valid contract under Irish law are present.

The evident drawback of lacking a written executed contract revolves around the challenge of enforcing the terms, particularly in cases of disagreement regarding the contract's existence or its specific terms. In practice, this issue is typically addressed through the submission of affidavits by individuals present during the relevant period, supplemented by oral testimony and cross-examination in court.

Another pertinent aspect to consider when assessing the enforceability of oral contracts is whether the agreement (the contract) has been consistently performed over a duration without objection from either party. This circumstance strengthens the assertion that a verbal contract is indeed in place.

The legal framework regarding e-signatures in Ireland is delineated within the Electronic Commerce Act 2000 (ECA) and EU Regulation 910/2014 concerning electronic identification and trust services for electronic transactions within the internal market (eIDAS).

The ECA and eIDAS establish a legal foundation in Ireland for e-signatures by affirming the legitimacy of information solely existing in electronic format.

Key requirements

Working hours

The maximum number of hours an employee can work in an average working week is 48 hours. The statutory limit on the maximum duration of work within an average working week stands at 48 hours. It is noteworthy that the determination of a working week's duration may surpass 48 hours; however, the pivotal consideration lies in the calculated average.

The stipulated 48-hour work limit excludes periods spent on annual leave, sick leave, maternity leave, adoptive leave, parental leave, carer's leave, or force majeure leave.

Overtime

It's crucial to note that there exists no legal entitlement to compensation for additional work hours, nor are there prescribed standards for overtime remuneration under statutory regulations. Nevertheless, numerous employers opt to remunerate employees at elevated rates for overtime services.

To ascertain specifics regarding overtime in your employment, it is advisable to review your contract of employment, focusing on:

- Stipulations regarding obligatory overtime
- Provisions concerning overtime pay rates, if applicable
- Certain sectors of employment may enforce remuneration structures wherein overtime rates surpass those for standard working hours. These arrangements are governed by Employment Regulation Orders and Registered Employment Agreements. Categories of workers to whom these limits do not apply: It is pertinent to underscore that the legislation concerning working hours and rest intervals does not universally encompass all categories of employees. Specifically, exemptions apply to:

- Members of An Garda Síochána
- Members of the Defence Forces
- Employees exercising autonomy over their working hours
- Family employees engaged in agricultural activities or domestic services
- Employees serving in designated civil protection roles.

Employer's obligations: In instances where working hours vary on a week-to-week basis, the employer is obliged to:

- Provide notification of the commencement and conclusion times at least 24 hours in advance of the initial workday.
- Furnish at least 24 hours' notice regarding the assigned working hours for each working day (especially applicable if not working daily). This notice may be communicated through conspicuous posting in the workplace on the relevant workday.
- Issue a minimum of 24 hours' notice in the event of requiring additional work hours. Nonetheless, exceptions may arise where the employer necessitates work at less than 24 hours' notice due to unforeseen circumstances, such as covering for an absent employee due to illness.
- Ensure that work is conducted within the designated reference hours and days as communicated. In situations where the minimum 24 hours' notice is not provided, the employee reserves the right to decline work without incurring adverse consequences.

Night work

Night work refers to tasks completed during the hours spanning from midnight to 7am. A night worker typically engages in labour for a minimum of three hours within the timeframe of midnight to 7am, with at least half of their annual working hours occurring during this period.

Night workers must not exceed an average of eight hours of work within a 24-hour timeframe.

Should the nature of the night work entail specific hazards or impose significant physical or mental exertion, the employee is restricted from working more than eight hours in a 24-hour period. It is incumbent upon the employer to identify any such hazards or strains inherent in the work, evaluate their potential harm, and implement measures to mitigate associated risks. The Health and Safety Authority (HSA) has issued a booklet titled "Guidance for Employers and Employees on Night and Shift Work", which provides detailed examination of the hazards associated with night work.

In order to ensure the health and safety of night workers, the employer is obliged to take specific measures, such as providing the worker with a free health assessment before starting night work and periodically thereafter, recognising the health risks related to night work.

Should the employee fall ill due to night work, the employer is responsible for transitioning the employee to suitable work that does not entail night shifts.

In instances where an employee is pregnant and a quarter of their working hours consist of night work, they may be exempted from such duties upon certification from a medical professional affirming the potential adverse impact of night work on health and safety. If no suitable alternative employment is available, the employee may be granted health and safety leave, extending up to 14 weeks following childbirth.

Breaks and types of leaves

Employees are entitled to rest breaks during their working day, the duration of which is determined by the length of the working day. The Organisation of Working Time Act (OWTA) serves as the statutory framework delineating the maximum permissible working hours and entitlements to breaks. Pursuant to the OWTA, breaks are mandated and are to be excluded from reckonable working hours, subject to the condition that paid breaks are not inherently guaranteed as a legal entitlement, unless explicitly stipulated within the terms of the employee's contract.

Under Irish law, employees are afforded the following entitlements:

- A 15-minute break after completing 4.5 hours of work.
- A 30-minute break after completing 6 hours of work.
- Additional breaks for shop workers, entailing a consecutive one-hour break between the hours of 11:30 and 2:30, if their shift exceeds 6 hours in duration. Under Irish law, employers are mandated to maintain precise records of their employees' daily and weekly working hours, inclusive of breaks and leave taken. Such records can be managed either electronically through time tracking and leave management software or manually utilising an OWT1 form.These records must be comprehensible and readily accessible to inspectors dispatched by the Workplace Relations Commission. Furthermore, they are required to be retained for a duration of three complete years, with exemption from GDPR regulations.

According to Irish legislation, employers are required to maintain the following records:

- A copy of the employment contract.
- Personal information including name, address, PPS number, and an outline of employee duties.
- Details of leave taken per week, including corresponding pay.
- Total days and hours worked per week.
- Records of public holiday pay.
- A duplicate of the working time record, such as timesheets or clock-in data.

Paid leave: Irish employees are entitled to a minimum of 4 weeks paid annual leave for each year of leave. Every employee is therefore entitled to receive a full salary while on paid leave.

Unpaid leave: Unpaid leave in Ireland allows for various reasons like parental care, family emergencies, study, or personal development. It's subject to agreement between employer and employee and includes parental leave, force majeure leave, study/career development leave, and extended absence. In this cases, an employee does not receive their regular salary or wages.

Annual leave

The majority of workers are granted a minimum of four weeks of paid vacation time annually. Employee annual leave is calculated based on what is called the leave year. This spans from 1 April until 31 March each year. However, some employers use the calendar year to calculate annual leave.

There are three main methods used to calculate employee annual leave. As an employee, you can choose whichever of the below methods gives you the greatest entitlement:

- if an employee has worked at least 1,365 hours in the leave year, then they are entitled to the full 4 weeks' paid annual leave;
- if an employee works at least 117 hours in a week, then they are entitled to 33.3% of a working week as their leave;
- by taking 8% of the hours an employee worked in the leave year - up to a maximum of four working weeks. In Ireland, workers have the option to split their annual leave entitlements, allowing them to take time off in intervals rather than all at once. Employers generally establish guidelines for requesting and arranging annual leave. If the employee worked for at least 8 months, he is entitled to an unbroken period of two weeks' annual leave. Employees typically need to provide prior notice when requesting time off, and employers reserve the authority to accept or reject leave requests based on operational demands and staffing necessities.

Should an employee find it impossible to utilise their entire annual leave entitlement during the current leave year, they might have the option to transfer a portion of their unused leave to the subsequent year. However, this practice is contingent upon particular conditions and the policies established by the employer.

Employers frequently delineate these conditions within employment contracts or company policies. For example, they may impose restrictions on the quantity of annual leave that can be carried over, stipulate the timeframe within which the transferred leave must be taken, or mandate that employees seek approval prior to carrying over any leave days.

Public holidays

There are ten public holidays in Ireland. In Ireland, public holidays, also known as bank holidays, are days that are legally recognised as days of rest and typically observed by businesses, organizations, and government offices.

The official holidays for 2025 for Ireland are listed below:

- Wednesday, 1 January – New Year's Day (Lá Caille)
- Monday, 3 February – St. Brigid's Day (Lá Fhéile Bríde)
- Monday, 17 March – St. Patrick's Day (Lá Fhéile Pádraig)
- Monday, 21 April – Easter Monday (Luan Cásca)
- Monday, 5 May – May Day (Lá Bealtaine)
- Monday, 2 June – June Bank Holiday (Lá Saoire i mí an Mheithimh)
- Monday, 4 August – August Bank Holiday (Lá Saoire i mí Lúnasa)
- Monday, 27 October – October Bank Holiday (Lá Saoire i mí Dheireadh Fómhair)
- Thursday, 25 December – Christmas Day (Lá Nollag)

- Friday, 26 December – St. Stephen's Day (Lá Fhéile Stiofáin)

Note that Good Friday (18 April) is not an official public holiday in Ireland.

Employers may establish policies concerning public holiday entitlements, which could include granting an additional day of annual leave or offering augmented pay rates for work performed on public holidays. In essence, public holidays in Ireland constitute a significant aspect of the nation's cultural and societal timetable, affording occasions for repose, leisure, and commemoration.

Should a public holiday occur on a day that does not typically constitute a standard working day for a business (such as Saturday or Sunday), the employee is still eligible for the benefits associated with that public holiday. However, there is no inherent legal entitlement for the employee to receive the subsequent working day off.

Salary

Typically, the pay rate an employee receives is determined through an agreement between the employee and their employer.

However, under the National Minimum Wage Act 2000, most employees are guaranteed a minimum wage. As of 1 January 2025, this minimum wage is set at €13.50 per hour.

Even when hourly pay rates are outlined in an Employment Regulation Order (ERO), employers are legally obligated to ensure their employees receive at least the minimum wage.

This legislation is designed to protect employees from being underpaid and to ensure fair compensation for their work.

For the minimum wage, an employee's gross wage (total pay before any deductions like taxes or pension contributions) includes their regular basic pay, any shift premiums, fees, bonuses, or commissions, service charges processed through the payroll, and zero-hours payments.

The employee's hourly rate is determined by dividing their gross pay by the total number of hours worked, as outlined in Section 20 of the National Minimum Wage Act 2000. The employer chooses the pay reference period—like a week, fortnight, or month (but not exceeding a month)—to compute the average hourly pay.

All the details of this pay reference period must be included in the employee's statement of employment conditions, as mandated by the Terms of Employment (Information) Act 1994-2014 (as amended).

Moreover, employees have the right to request a written statement of their average pay rate for any pay reference period within the past 12 months. The employer must provide this statement within 4 weeks upon request.

Sick leave

From 1 Jan 2024, Statutory Sick Pay (SSP) increased from three to five days a year. An employee cannot receive Illness Benefit on the days they receive SSP. If an employee's first illness in 2024 is less than five days and they qualify for Statutory Sick Pay, they don't need to apply for Illness Benefit. For illnesses lasting more than five days, Illness Benefit starts from day six.

If an employee uses their five days of SSP in 2024 and becomes ill again in the same year, they'll receive Illness Benefit from day four of their illness, which is after the normal three waiting days. To qualify for Illness Benefit, an employee must:

- Be under pension age.
- Be medically certified as unfit for work by a medical doctor (GP).
- Have enough social insurance (PRSI) contributions – see below.
- Apply within six weeks of becoming ill.

There is no payment for the first three days of illness. These are known as ‘waiting days’ (Sunday is not counted as a waiting day.) There are no waiting days if an employee was receiving certain other social welfare payments within three days of the start of their

illness. To qualify for Illness Benefit, an employee must meet two social insurance (PRSI) conditions:

- They must have at least 104 weeks of PRSI contributions paid since they first started work.
- Additionally, they must have 39 weeks of PRSI contributions paid or credited in the relevant tax year, of which 13 must be paid contributions.

If they do not have 13 paid contributions in the relevant tax year, then 13 paid contributions in one of the following tax years can be used instead:

- Either of the two tax years before the relevant tax year.
- The last complete tax year (before the year in which their claim for Illness Benefit begins).
- The current tax year.
- Alternatively, they can have 26 weeks of PRSI contributions paid in the relevant tax year and 26 weeks of PRSI contributions paid in the tax year immediately before the relevant tax year.

Illness Benefit is paid for a maximum of:

- two years (624 payment days) if the employee has at least 260 weeks of social insurance contributions paid since they first started work.
- one year (312 payment days) if the employee has between 104 and 259 weeks of social insurance contributions paid since they first started work.

If an employee claims Illness Benefit (IB) within 26 weeks of their last IB claim, it is treated as one claim. For example, if John was receiving IB for six weeks, returned to work for ten weeks, and then became ill again, claiming IB for a further six weeks, his IB claims are treated as one claim, meaning he has used up 12 weeks of IB.

If an employee has exhausted their entitlement to Illness Benefit and returns to work, they must have a minimum of 13 PRSI contributions paid before they can requalify for Illness Benefit (they must also meet the other qualifying conditions for Illness Benefit).

If they were receiving Illness Benefit for one year only, they may requalify with fewer than 13 contributions if additional contributions bring their total PRSI contributions paid up to 260 (for example, if they had 250 contributions when their Illness Benefit expired, they could work and pay ten contributions to requalify).

Parental leave

An employee can take up to 26 weeks of parental leave for each eligible child before the child's 12th birthday. Generally, an employee must have been employed by their employer for at least a year to be entitled to parental leave.

Parental leave differs from parent's leave. Employees may also wish to review other statutory entitlements for parents, such as maternity leave, adoptive leave, and paternity leave, or get an overview of all types of leave available to parents. To be eligible for parental leave, an employee must meet certain criteria. They must:

- Be a relevant parent, meaning they are either a parent, an adoptive parent, or a person acting in 'loco parentis' (acting as a parent to the child).
- Take the leave before the child's 12th birthday (or 16th birthday if the child has a disability or long-term illness).
- Provide at least six weeks' notice to their employer.
- Take the leave in either one continuous period or in blocks of at least six weeks, unless their employer agrees to a different arrangement.

The legislation establishes the minimum entitlement to parental leave. Depending on the employment contract, an employee may have more extensive rights to parental leave. Generally, an employee must have been employed by their employer for a year to be entitled to parental leave. However, if the child is very close to the age limit and the employee has been employed by their employer for more than three months (but less than a year), they can take 'pro-rata parental leave' for each child up until the child's 12th birthday.

If a child is adopted between the ages of ten and 12, the employee can take parental leave for them for up to two years after the date of the adoption order.

If a child has a disability or a long-term illness, the employee can take parental leave until the child reaches 16 years of age.

An extension of parental leave may be permitted if illness or another incapacity prevented the employee from taking the leave before the child reached the age limit. Employees can take up to 26 weeks of parental leave for each eligible child, as outlined in the Parental Leave (Amendment) Act 2019.

If an employee has more than one child, parental leave is limited to 26 weeks in a 12-month period, unless their employer agrees to a longer period.

Paternity and maternity leave

Female employees are entitled to 26 weeks of maternity leave. This is commonly referred to as "ordinary maternity leave". Male employees are entitled to two weeks of paternity leave following the birth or adoption of a child. Paternity leave grants new parents two weeks off from work. An employee can take time off if they are employed or self-employed, and can commence the leave at any point within the first six months following the birth of the baby. Additionally, paternity leave is available to employees when they adopt a child.

Typically, fathers opt for paternity leave, although it is also accessible to same-sex couples.

During paternity leave, an employee may not receive payment from their employer, but they may be eligible for Paternity Benefit. Eligible employees for paternity leave include:

- The father of the child
- The partner (spouse, civil partner, or cohabitant) of the mother of the child
- The parent of a donor-conceived child

For an adopted child, the relevant parent is the one who is not the qualifying adopter for adoptive leave. This allows for one employee to take adoption leave while the other takes paternity leave. If an employee is adopting alone, they can take paternity leave if they are not taking adoptive leave.

Employees can take two weeks of paternity leave regardless of whether they work full-time, part-time, or casually. The duration of employment or weekly working hours does not affect eligibility. Paternity leave can be taken at any point within 26 weeks after the birth or adoption. Employees must inform their employer in writing at least four weeks prior to the intended leave dates.

To apply for paternity leave, employees must provide a certificate from their partner's doctor indicating the due date of the baby or the actual date of birth if applying after the birth. In the case of adoption, employees must provide a certificate of placement indicating the date when the child was placed with them. As for maternity leave, the employee is entitled to take 26 weeks' maternity leave. She is also have the right to take up to 16 weeks' additional maternity leave.

Employee can take this time off work from full-time, casual, or part-time employment. It does not matter how long they have been working for their employer.

Employee must take at least two weeks' maternity leave before their baby is due, and at least four weeks after the baby is born.

If employee has enough social insurance (PRSI) contributions, they are entitled to Maternity Benefit (including self-employed) for the 26 weeks' of basic maternity leave. Maternity Benefit does not cover additional maternity leave. Employee may be able to get Maternity Benefit from the Department of Social Protection (DSP) if they have enough PRSI contributions. They must start their maternity leave at least 2 weeks' before the end of the week that their baby is due. The end of the week is normally considered to be Saturday night.

Employee can take additional maternity leave for up to 16 more weeks, beginning immediately after the end of their 26 weeks' basic maternity leave. Maternity Benefit does

not cover additional maternity leave, and the employer does not have to pay employee during this time.

Termination

Methods of employment termination

The most important types of termination of an employment relationship are: dismissal by the employer, resignation by the employee or a bilateral termination agreement. Individual dismissal: As set forth in the Grounds for Termination section, pursuant to the Unfair Dismissals Act (UDA), the termination of an employee's contract is prima facie considered unjust unless substantiated grounds exist to justify such action, taking into account all relevant circumstances. While ordinarily, to pursue a claim under the UDA, an employee must have completed one year of continuous service, exceptions to this requirement exist within defined parameters.

The 'fair grounds' capable of warranting a dismissal under the UDA are expounded upon in the aforementioned Grounds for Termination section. Even in cases where a justifiable reason for dismissal exists under the UDA (e.g., misconduct, redundancy), the employer is obligated to demonstrate adherence to a procedurally fair and reasonable process preceding the dismissal. This encompasses, inter alia, the issuance of warnings, affording the employee a right to representation and rebuttal, and conducting a diligent and impartial investigation into the matter.

For instance, redundancy serves as a potentially legitimate ground for dismissal under the UDA and may serve as a mitigating factor in an unfair dismissal claim. Nonetheless, to successfully assert this defense, the employer must substantiate compliance with a thorough and equitable redundancy process prior to effecting the dismissal, ensuring the presence of a bona fide redundancy scenario as defined by the Redundancy Payments Acts 1967-2015. While statutory guidelines do not prescribe a specific redundancy procedure, legal precedent has elucidated guiding principles, typically involving the designation of employees as 'at risk' of redundancy, engagement in consultation dialogues to explore alternative measures, and the potential implementation of a selection process for interchangeable roles.

Upon termination on grounds of redundancy, the entitlement to termination or redundancy payments typically encompasses:

- The requisite notice period;
- Accrued contractual and statutory entitlements up to the point of termination;
- Statutory redundancy payments, where applicable; and

- Discretionary or ex gratia payments as deemed appropriate. Collective Dismissal: In Ireland, a 'collective redundancy' occurs when, within a span of 30 consecutive days, an employer terminates:

- At least five employees in a single 'establishment' that typically employs 21-49 individuals.
- At least ten employees in a single 'establishment' that typically employs 50-99 individuals.
- 10% of employees in a single 'establishment' that typically employs 100-299 individuals.
- At least 30 employees in a single 'establishment' that typically employs 300 or more individuals.

When determining the number of employees typically employed in the establishment, the average number of employees in each of the preceding 12 months before the date of the initial dismissal shall be considered.

Mutual Termination Agreement: A settlement or separation agreement commonly occurs between an employer and an employee to resolve disputes or relinquish any potential claims the employee may have against the employer. In return for settling the dispute or relinquishing claims, the employee typically receives consideration, such as an ex gratia severance payment.

While no statutory mandate exists for parties to engage in a separation agreement under the aforementioned circumstances, employers often opt to provide ex gratia payments upon termination of employment in exchange for the employee signing a compromise or separation agreement.

Ordinary dismissal by the employer

Employers possess the authority to terminate employees; however, they are obligated to adhere to precise legal stipulations to guarantee fairness and conformity with employment regulations. Employers are empowered to terminate employees for justifiable grounds such as misconduct, inadequate performance, redundancy, or legal constraints.

This action necessitates the observance of equitable procedures, encompassing the provision of notice or remuneration in lieu of notice, affording the employee an opportunity to address accusations, and ensuring the entitlement to appeal the determination.

Nevertheless, should any aspect of the contract be violated, such as failing to adhere to the notice requirements, it could lead to legal action in civil courts for wrongful termination and resulting compensation under common law, or potentially a claim for injunctive relief under specific circumstances.

Before deciding to terminate an employee, it's crucial for an employer to demonstrate that fair procedures have been followed. After deciding to terminate employment, the employer is required to notify the employee in writing. This notification should detail the grounds for dismissal, the effective termination date, and any relevant notice period. Subsequently, the employer should schedule a meeting with the employee to discuss the reasons behind the dismissal. This meeting allows the employee to address the allegations and present any mitigating circumstances. Prior to confirming the dismissal, the employer should explore alternative options, including issuing warnings, providing retraining opportunities, or transferring the employee to another position.

However, under the Unfair Dismissals Acts (UDA), a dismissal is automatically considered unfair if an employee can demonstrate that their dismissal was predominantly or entirely due to:

- Membership or involvement in trade union activities.
- Religious or political beliefs.
- Legal actions against an employer in which the employee is involved as a party or witness.
- Characteristics such as age, race, color, sexual orientation, or belonging to the Traveller community.
- Matters related to pregnancy, childbirth, breastfeeding, or any associated issues.
- Making a protected disclosure as per the Protected Disclosures Act.
- Exercising or intending to exercise their entitlements to parental leave, force majeure leave, carer's leave, maternity leave, adoptive leave, paternity leave, or parent's leave.

Notice period and challenging the dismissal

The legal minimum is one week, in case the contract doesn't state a notice period. 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 the employment contract stipulates a longer notice period, that specified duration must be observed.

Employers are required to provide notice to employees based on their length of continuous service, as outlined below:

- 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).

Any clause in an employment agreement specifying notice periods shorter than the minimum durations mandated by the Acts is invalid. Nonetheless, the Acts do not prohibit an employer or employee from relinquishing their notice rights or opting for payment instead. If the employer doesn't demand the employee to serve any portion of their notice period, compensation for that period must be provided to the employee. The Acts do not impinge upon the prerogative of either an employer or an employee to promptly terminate a contract of employment in response to the misconduct of the opposing party.

In instances where an employee perceives that their employer or former employer has transgressed a provision within the aforementioned Acts, they retain the option to file a complaint with the Workplace Relations Commission for redress. Such complaints may be submitted via the Online Workplace Relations Complaint Form, obtainable on the Refer a Dispute/Make a Complaint page.

These complaints shall be duly evaluated and may be referred either to a Mediation Officer, contingent upon the mutual assent of both parties, for endeavoring towards an amicable resolution devoid of formal adjudication, or to an Adjudication Officer for a hearing.

Any appeals emanating from decisions rendered by an Adjudication Officer are subject to review by the Labour Court.

Rights and obligations of unemployed persons

Individuals without employment have the right to seek several social welfare benefits furnished by the Irish government. Unemployed individuals are entitled to apply for various social welfare benefits provided by the Irish government, such as Jobseeker's Benefit, Jobseeker's Allowance, or supplementary welfare allowance.

Individuals without employment possess the entitlement to utilise government-provided employment services, encompassing aid in job hunting, vocational counseling, training initiatives, and educational prospects.

Frequently, unemployed individuals are mandated to enroll with governmental employment services, such as Intreo, to access benefits and support provisions. This registration might encompass recurring consultations with employment officials and engagement in job activation initiatives.

Unemployment assistance in Ireland is administered by the Department of Social Protection. The primary support is Jobseeker's Benefit, a weekly stipend aiding those actively seeking employment. Eligibility for Jobseeker's Benefit hinges on sufficient social insurance contributions.

Jobseeker's Allowance serves individuals ineligible for Jobseeker's Benefit, including those with inadequate social insurance or self-employed individuals. This assistance is means-tested, its amount contingent on the recipient's financial status.

Additional forms of support include:

- Jobseeker's Benefit: A weekly sum determined by one's social insurance contributions, available for up to nine months for individuals under 65.
- Back to Work Enterprise Allowance: Facilitates long-term unemployed individuals in establishing their own enterprises while receiving welfare payments.
- Back to Education Allowance: Aid for unemployed individuals seeking educational or training opportunities.
- Supplementary Welfare Allowance: Assistance for financially struggling individuals and families not qualifying for other welfare benefits.
-Rent Supplement: Aid for housing expenses.

Applicants can approach local Intreo Centers or Social Welfare Offices. Documentation like proof of identity, address, and employment history is requisite for the application process.

Severance pay

The Redundancy Payments Act of 1967-1991 delineates the baseline entitlement to a redundancy compensation contingent upon the duration of employment tenure with the employer, specifically stipulating a minimum of two years. Consequently, not all employees within Ireland are eligible for a redundancy or severance settlement. As a prerequisite, an employee must have completed a minimum of two years of service to qualify for a statutory severance payment. This payment is determined as two weeks' salary for each year of service, with an additional week's pay. It is exempt from taxation but subject to a weekly cap of €600.

In determining the employee's cumulative length of service, adjustments may be considered for instances of absence from work.

This adjustment is limited to absences occurring within the preceding three years and should exclusively account for non-reckonable service, encompassing:

- Any duration exceeding 52 consecutive weeks of absence due to workplace injury.
- Any period surpassing 26 consecutive weeks of absence due to illness.
- Any interval associated with strike activity.

- Any period of layoff from employment.

Legally, the employer is not mandated to provide additional compensation beyond the standard statutory benefits, namely notice and statutory redundancy.

The employer might opt to offer a voluntary supplementary payment, aligning with customary practices within the industry.

The employee could potentially possess a contractual entitlement to such a supplementary payment if it is explicitly outlined in their employment contract, a collective agreement, or established through the customary practices of their employer.

The statutory redundancy payment remains exempt from taxation. Should an employee receive a lump sum as recompense for job displacement, a portion thereof might qualify for tax exemption.

The employer should pay the redundancy lump sum to the employee when the employment ends. For instance, this could be on the final day of the notice period or on the next scheduled payday.

If the employer is remitting the redundancy lump sum to the employee, they are not obligated to complete an online application form (previously termed the RP50 form).

Nevertheless, the employer must obtain evidence of payment made to the employee and furnish the employee with a copy of the payment proof. Additionally, the employer should provide the employee with a written statement outlining the calculation of any payments.

Additional items

Probationary period

The maximum probationary period now permissible is six months. This period is often outlined in the employment contract and can vary in duration, commonly ranging from three to six months.

However, the probation may be extended in cases where it is deemed to be in the employee's best interests or when the employee has taken an extended absence, such as sick leave, during the probationary period. Furthermore, extension may be warranted by the nature of the job, such as in public service employment.

Throughout the probationary period, employers have the prerogative to diligently assess the employee's performance, conduct, and appropriateness for the position. Should the employer determine that the employee fails to meet the established standards or expectations, they reserve the right to terminate the employment without adhering to the same notice period mandated for permanent employees.
It is imperative to acknowledge that employees retain specific entitlements during the probationary period, encompassing protection against discrimination and the entitlement to equitable procedural treatment. Thus, any dismissal during this probationary period must adhere to principles of fairness and be predicated upon substantiated grounds, such as inadequate performance or misconduct.

If the employment is terminated during a probationary period due to misconduct, the employee is entitled to 'natural justice', which encompasses fair procedures and due process. However, this entitlement generally does not extend to termination for poor performance, especially if the contract explicitly permits termination for poor performance during probation.

If the employee has less than 12 months of service, he may have grounds to pursue a claim for 'wrongful dismissal' during the probationary period. Wrongful dismissal occurs when an employer fails to fulfill an implied or explicit term in the employment contract, or does not provide sufficient notice. The employee has the option to seek remedy through legal action for breach of contract in civil courts.

Intellectual property rights

All the intellectual property (IP) created by employees during their employment is generally owned by the employer. Under Irish employment law, intellectual property (IP) generated by employees in the course of their employment is typically owned by the employer.

This principle applies to all categories of IP, including but not limited to research, databases, and other innovative works produced during the employment period. It is

imperative that employment contracts contain explicit clauses addressing the ownership and assignment of IP rights, as well as provisions concerning moral rights, which usually remain with the author unless there is a clear contractual assignment to the contrary.

Employees are advised to maintain comprehensive records of any innovative work conducted on behalf of the employer.

These records should document the nature of the work, the time period during which it was created, and its relevance to the employer's business.

The employment contract should explicitly state that the employee acknowledges and agrees that all IP rights in any materials created or discovered during their employment—irrespective of whether these activities occurred during office hours—are to be disclosed to the employer and are owned by the employer. Additionally, the employment contract must incorporate robust confidentiality obligations that bind the employee both during and after the term of employment. Such obligations ensure the protection of the employer's confidential information and trade secrets. Employees are required to execute an IP Assignment Agreement, which remains in effect throughout their employment and continues post-termination. This agreement should comprehensively detail the terms of the assignment, including the full and irrevocable transfer of IP rights to the employer.

To further safeguard the employer's interests, the employee must agree to execute, at the employer's expense, any documents deemed necessary by the employer to secure and protect its IP rights. This includes but is not limited to patent applications, copyright registrations, and other formal documentation required to affirm the employer’s ownership of the IP.

Employers are also encouraged to consider the use of non-disclosure agreements (NDAs) with key employees. These agreements serve to protect the employer’s proprietary information and know-how, particularly when disclosing sensitive information to the employee. The terms of such NDAs should stipulate that the confidentiality obligations apply at all times, including both during the period of the employee's employment and after its termination, thereby ensuring ongoing protection of the employer’s intellectual property and confidential information.

In summary, the employment contract should meticulously outline the employee's acknowledgment of the employer's ownership of IP created during employment, the necessity for confidentiality, the requirement for executing necessary documents, and the full assignment of IP rights to the employer, supported by NDAs where appropriate, to comprehensively protect the employer’s IP interests.

Employee data privacy

The protection of employee data privacy is governed by various statutes and regulations, notably the Data Protection Acts of 1988 and 2003, which were further enhanced by the General Data Protection Regulation (GDPR) adopted by the European Union. Effective from 25 May 2018, the General Data Protection Regulation (GDPR) imposes substantial obligations and responsibilities on employers concerning the collection, use, and protection of personal data across the EU.

Employers are required to implement adequate data protection policies and procedures and must inform their employees about GDPR, providing necessary training on the regulation. Employees must comprehend their responsibilities under data protection law.

The employer must establish a lawful basis for processing an employee's personal data. Legitimate grounds for such processing include the employee providing consent for the processing of their personal data; processing being necessary for the performance of a contract to which the employee is a party; processing being necessary to take steps at the request of the employee prior to entering into a contract, such as matters relating to compensation in an employment context; compliance with a legal obligation, such as a statutory requirement to maintain employee records; processing being necessary to protect the vital interests of the employee, for instance, disclosing an individual's medical history to a hospital following a serious accident; and processing being necessary for the purposes of the legitimate interests pursued by the organisation. Employee's rights: Employees possess several rights under GDPR, including the right to access the personal data and supplementary information held by the data controller, be informed about the collection and processing of their personal data, and have inaccurate or incomplete personal data rectified by the data controller. They also have the right to have their personal data erased by the data controller and to restrict a data controller from processing their data if it is considered unlawful or inaccurate. Additionally, employees can object to the processing of their personal data for direct marketing, scientific, or historical research purposes, and benefit from data portability, allowing them to obtain and reuse their data from their employer.

Consent: Consent constitutes a legitimate basis for processing employee data. Employers must obtain consent if none of the other legal grounds for processing apply. It is crucial for employers to understand their obligations when soliciting consent from employees. Prior to obtaining an employee's consent for data processing, employers must demonstrate that they have informed the employees about the purposes for which their personal data is being collected and the methods by which it will be utilized and managed.

As an employer, you are required to inform employees about the following:

- The specific personal data to be collected, including whether the data will be collected by a third party.

- The processes by which the data will be handled.
- The reasons for data processing.
- To fulfill these obligations, employers may display a Data Protection Notice within the office premises.

Additionally, employers should implement a comprehensive data protection policy and provide employees with training on the General Data Protection Regulation (GDPR). Employers must safeguard data through 'appropriate technical and organisational measures.' Such measures include anonymization, encryption, antivirus security protocols, and data backups. It is imperative for employers to regularly test these security measures and be able to demonstrate compliance with GDPR security obligations.

Under GDPR, specific information must be communicated to job candidates before their personal data is collected and processed. This information must be presented in a clear and accessible manner, which can be achieved through a privacy notice on the company's website and a letter to the candidate. Training on data protection policies is provided to employees once they are officially hired.

Restrictive covenants

Prohibition of competition

In Irish employment law, there are regulations that prohibit certain forms of competition by former employees. These restrictions typically aim to safeguard the legitimate interests of employers, such as protecting confidential information, trade secrets, and client relationships. These provisions are often outlined in employment contracts or covered under specific statutes. In the realm of employment agreements, it is well-established that an employer is within their rights to safeguard their trade secrets and confidential information. This principle has been upheld consistently by the courts over the years as part of common law. Embedded within all employment contracts is an inherent duty of fidelity and loyalty, encompassing the prohibition of competitive actions by the employee while in service.

In Ireland, the Employment Appeals Tribunal (EAT) has affirmed dismissals based on breaches of good faith and loyalty. Moreover, the EAT has, on certain occasions, supported dismissals where the employer had genuine concerns regarding potential breaches. While it is not mandatory for employers to expressly include terms protecting trade secrets and confidential information in the employment contract, in case of disputes, the onus lies on the employer to demonstrate the confidential nature of the information at stake.

It's crucial to emphasise that there are no inherent legal barriers under common law preventing former employees from competing with their former employer or reaching out to past colleagues or clients. Therefore, it becomes imperative to explicitly address these considerations within the terms of the employment contract.

The law endeavors to find a middle ground between curbing trade restraint and allowing legitimate restrictive clauses in employment contracts. Permissibility hinges on whether the employer has a genuine interest deserving protection, as a broad prohibition against competition falls short.

The restriction must be prudent and relevant to the employee's activities during their employment. Reasonableness also extends to the temporal dimension, determined by the time required for the employer to safeguard business reputation or mitigate potential harm caused by the employee. Likewise, the geographical scope must be reasonable, tailored to the necessary protection for the employer's business, avoiding excessive breadth.

Remote working

Remote working policy

The law on the right to request remote working is set out in Part 3 of the Work Life Balance and Miscellaneous Provisions Act 2023. With this law, remote working in Ireland has evolved as a prominent employment model, especially with the advent of digital technologies facilitating seamless communication and collaboration. This mode of work involves employees executing their professional duties from decentralized locations, often their homes, co-working spaces, or other remote setups.

Remote working entails performing some or all work tasks from a location other than one's employer's premises, while maintaining the same hours and responsibilities as if present at the workplace. As of March 7, 2024, all employees possess a newly established legal entitlement to request remote working.

The right to make such a request commences from the first day of employment, although a continuous tenure of 6 months with the employer is required before the arrangement can be initiated.

Key components of smart working include the development of remote work policies that outline expectations and guidelines for employees, investments in digital infrastructure to support seamless remote collaboration, and the provision of flexible work arrangements such as telecommuting and flexitime.

Employers in Ireland are also investing in technology and training to equip employees with the necessary tools and skills for successful remote work, while adopting performance management approaches that prioritize outcomes over traditional measures of office attendance.

Overall, smart working represents a fundamental shift in how work is organized and executed in Ireland, offering opportunities for increased flexibility, efficiency, and employee satisfaction in the modern workplace.
The Data Protection Commission has provided guidance on protecting personal data when working remotely. Both employers and employees should ensure that any device used has the necessary updates, such as operating system, software, and antivirus updates, and is used in a safe location where nobody else can view the screen, particularly if working with sensitive personal data.

Devices should be locked if left unattended and stored carefully when not in use. Effective access controls, such as strong passwords and encryption, should be used to restrict access to the device and reduce the risk if a device is stolen or lost. Work email accounts rather than personal ones should be used for work-related emails involving personal data, and if a personal email must be used, any contents and attachments should be encrypted, and personal or confidential data should be avoided in subject lines.

Where possible, only the organisation's trusted networks or cloud services should be used, and steps should be taken to ensure the security and confidentiality of paper records, such as keeping them locked in a filing cabinet or drawer when not in use and ensuring they are not left where they could be read by others, lost, or stolen.

Smart working and teleworking

Irish employment law now incorporates provisions for smart working, facilitating flexibility and efficiency in how employees carry out their duties. In the legal context, rephrasing the concept of "smart working" and "teleworking" in Ireland might involve language that emphasizes clarity and specificity:

Teleworking: Teleworking denotes a contractual arrangement wherein employees execute their professional duties remotely, utilizing telecommunication and digital technologies from a designated location beyond the conventional workplace, typically their domicile. Teleworking configurations may vary in terms of frequency and duration, ranging from partial to full-time engagement, contingent upon the stipulations outlined by the employer and the exigencies of the job role.

Smart Working: Smart working encompasses a comprehensive framework of flexible labour practices that harness technological advancements and innovative methodologies to optimise operational efficiency, productivity, and work-life equilibrium. This multifaceted approach encompasses various modalities, including teleworking, flexible scheduling,

activity-based work structures, and performance evaluation based on output metrics. The overarching objective of smart working is to strategically refine the temporal, spatial, and procedural dimensions of work execution, thereby fostering enhanced outcomes for both employees and employers.

Employers in Ireland are encouraged to develop clear policies and guidelines for teleworking and smart working to ensure that remote work arrangements are implemented effectively, and that the rights and responsibilities of both employers and employees are clearly defined. This includes addressing issues such as equipment provision, communication protocols, performance management, and support for remote workers' well-being.

Additionally, the Irish government has been exploring ways to support and promote remote and flexible working practices, recognizing the potential benefits for employees, employers, and society as a whole. This includes initiatives to improve digital infrastructure, provide training and support for remote workers, and create a regulatory framework that enables and encourages flexible work arrangements. In Ireland, both smart working and teleworking are embraced as flexible labour arrangements designed to accommodate the dynamic needs of the contemporary workforce. Smart working encompasses a broader spectrum of adaptable work practices beyond teleworking, including flexitime, compressed workweeks, and remote work facilitated by digital technologies.

Teleworking specifically refers to the practice of conducting work remotely, often from a domicile or another locale separate from the conventional office environment, utilizing telecommunications and digital tools to maintain connectivity and productivity. This mode of work has garnered significant traction in Ireland, particularly in response to the COVID-19 pandemic, which precipitated the widespread adoption of remote work practices nationwide.

Business entities in Ireland are increasingly instituting teleworking policies and furnishing employees with requisite technology and infrastructure to support remote labour effectively. This includes investments in high-speed internet connectivity, cloud-based collaboration platforms, and secure virtual private networks to ensure seamless communication and collaboration.

Teleworking offers manifold benefits for both employers and employees. For employees, it affords greater latitude in managing work and personal responsibilities, reduces commuting exigencies and associated expenses, and potentially enhances overall work-life equilibrium. Employers stand to gain from heightened productivity, access to a broader talent pool, and potential cost savings linked to diminished office space requirements and overhead.

Nonetheless, teleworking presents challenges necessitating mitigation. These encompass the maintenance of delineated work-life boundaries, cultivation of team cohesion and

collaborative engagement, mitigation of potential security vulnerabilities attendant to remote access to sensitive data, and assurance of equitable resource allocation and opportunity accessibility for remote and office-based personnel alike.

In sum, smart working and teleworking represent a substantive paradigm shift in work organisation and execution within Ireland, emblematic of evolving workplace dynamics and the escalating significance of adaptability, agility, and technological integration in contemporary labour practices. As organizations persist in adapting to these trends, the adoption of smart working and teleworking is anticipated to remain a focal point for businesses and legislative bodies alike.

Health and safety at home

Under Irish employment law, it is the responsibility of employers to safeguard the well-being of their employees, even during remote work arrangements. This includes adhering to pertinent health and safety regulations outlined in legislation such as the Safety, Health, and Welfare at Work Act 2005, regardless of whether employees are working from home or in a traditional office setting. Employers bear specific responsibilities to guarantee the safety, health, and welfare of all their employees while at work.

These obligations extend to the employees' home workspace if they work remotely. Essential responsibilities comprise:

- Overseeing and executing all work operations to reasonably ensure the safety, health, and welfare of employees.
- Furnishing secure work environments that are meticulously planned, arranged, and upheld.
- Evaluating hazards and enforcing suitable control measures.
- Supplying safe equipment, including personal protective gear when required.
- Dispensing information, guidance, training, and supervision regarding safety and health to employees.
- Establishing contingency plans for emergencies.

Employers must ensure the following:

- Regular communication with employees and monitoring of adequate breaks.
- Provision of suitable equipment, in good condition, or allowing temporary use of employee's own equipment.

- Confirmation that the employee's temporary home workspace meets safety standards, including sufficient space, lighting, ventilation, and electrical safety.
- Maintenance of contact information and emergency procedures.
- Equal access to training and promotion opportunities for remote workers as for office-based colleagues.

Additionally, employers should:

- Maintain regular updates for each employee.
- Provide resources and guidance on managing work-related health issues, such as musculoskeletal health and ergonomics, accessible through the HSA website.
- Refer to the employer's remote working checklist and seek advice on remote work-related stress and other aspects of working from home from the remote working section of the HSA website.