



(Obligatory Period)

LEAVING BEFORE REDUNDANCY NOTICE EXPIRES

It may be that when you receive Form RP50 (Part A) – Notice of proposed dismissal for Redundancy – you might wish to leave your employment sooner than the date of termination notified to you, e.g., to take up alternative employment. If you decide to leave, there is a risk that you may lose any entitlement to redundancy payments unless you notify your employer in writing and also comply with the general conditions on the back of this form. You may use this form for writing to your employer.

If after receipt of this notice your employer objects to your leaving your employment and you leave notwithstanding, you may have to prove to the satisfaction of the Employment Appeals Tribunal that your grounds for leaving were reasonable.

PART 1:

**NOTICE TO AN EMPLOYER BY AN EMPLOYEE TO TERMINATE EMPLOYMENT
(SECTION 10 OF THE REDUNDANCY PAYMENTS ACT, 1967 AS AMENDED BY SECTION
9 OF THE REDUNDANCY PAYMENTS ACT, 1979)**

To.....
.....
(Name and Address of Employer)

With reference to your Notice of Redundancy dated.....proposing to terminate my employment on.....(date of termination notified), I hereby give you notice of my intention to anticipate dismissal by leaving on.....(insert date on which you propose to leave). (Note that the date on which you give this notice and the date on which it expires must be within the obligatory period of notice. Your employer's consent may be necessary to ensure this, see Part 3 of this form).

Personal Public Service No:.....
Signed.....(Employee)
Date.....

PART 2:

COUNTER-NOTICE BY EMPLOYER

To.....
(Name of Employee)

I request you to withdraw your notice and to continue in my employment until the date on which my notice expires. If you do not withdraw your notice I will contest my liability to pay you a redundancy payment.

My reason for objection is.....
.....

Signed.....
(Employer)
Date.....

PART 3:

**CONSENT BY EMPLOYER TO ALTER DATE OF HIS/HER DISMISSAL NOTICE SO AS TO BRING
EMPLOYEE'S ANTICIPATORY NOTICE WITHIN THE OBLIGATORY PERIOD.
(SECTION 9 OF THE REDUNDANCY PAYMENTS ACT 1979)**

I agree that the date of termination notified on my notice of proposed dismissal be altered to.....so that the giving of employee's notice to anticipate dismissal and the expiration date of his/her anticipatory notice shall be within the obligatory period of notice.

Signed.....
(Employer)
Date.....



EMPLOYEES PROPOSING TO ANTICIPATE THEIR REDUNDANCY NOTICE BY LEAVING SOONER THAN THE DATE OF TERMINATION NOTIFIED TO THEM ON FORM RP50 SHOULD READ THESE NOTES CAREFULLY BEFORE COMPLETING THE FORM OVERLEAF. (This is not a statutory form and it is open to you to use an alternative means of communication with your employer, provided it is in writing).

If you have been given Notice of proposed dismissal for Redundancy and you wish to leave your job sooner than the date you are to become redundant (as set out on the redundancy notice) you should, if you want to preserve your entitlement to redundancy payment, fill in form overleaf and send it or give it to your employer.

This must be done within (not before) your obligatory period of notice. Normally this period is the two weeks immediately before the date you are to become redundant but if you have been in the job for between 5 and 10 years, this period is extended to 4 weeks; if you have been in the job 10 to 15 years the period is 6 weeks and if you have been in the job more than 15 years the period is 8 weeks. If your contract of employment lays down a longer period of notice, this longer period is the obligatory period of notice in your case.

You may leave your job before the date specified in your redundancy notice and still preserve your redundancy entitlement only if the dates on which you give notice and on which you leave are within your obligatory period of notice as set out in the previous paragraph. Furthermore if your employer gives you a counter-notice in form similar to the 'counter-notice by employer' overleaf you will not be entitled to redundancy payment if you unreasonably refuse to comply with his request. (Any dispute on this matter may be referred to the Employment Appeals Tribunal).

If the date on which you wish to give notice is outside the obligatory period your employer may bring it within that period by agreement in writing to an alteration of the date of termination shown on his/her notice of dismissal (RP50 Part A) Part 1 of this form may be used for this purpose. You should obtain written agreement to alteration of termination date on employer's notice prior to giving your anticipation notice, and if your employer refuses to agree to such alteration you must wait until a date within the obligatory period before giving anticipatory notice.

NOTE FOR EMPLOYERS

If an employee under notice of redundancy leaves by his/her own decision before the date set out in his/her notice without complying with all of the conditions set out above, he/she may not be entitled to a lump sum under the Redundancy Payments Acts. Should you pay an employee a lump sum to which he/she is not entitled because he/she has not complied with the procedures outlined on this form, you will not get a rebate from the Department of Enterprise, Trade and Innovation unless the Employment Appeals Tribunal decides otherwise.

If you agree to an employee leaving before the date set out in his/her notice of redundancy, though within his/her obligatory period of notice, you must attach completed form RP6, or whatever written notice you have received from him/her, to your claim for rebate, as evidence of compliance with these procedures, otherwise your claim may be refused.

If the date on which an employee wishes to give you anticipatory notice is outside the obligatory period you may (though you are not obliged to) bring it within such period by alteration of the termination date on your dismissal notice. Your agreement to do so must be in writing. Part 3 of this form may be used for this purpose.

If you do not agree to your employee's leaving before the date set out in his/her notice of redundancy, though within his/her obligatory period of notice, you should, before the expiration date of his/her anticipatory notice give him/her counter-notice in writing. Part 2 of this form may be used for that purpose.

The redundancy lump sum will be based on the period: date on which service commenced to date of actual termination.