
Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

SCHEDULES

SCHEDULE 1

RE-ENACTED PROVISIONS OF INDUSTRIAL RELATIONS ACT 1971

PART II

UNFAIR DISMISSAL

Meaning of "dismissal"

[Section 23]

- 5 (1) In this Schedule "dismissal" and "dismiss" shall be construed in accordance with the following provisions of this paragraph.
- (2) Subject to sub-paragraph (3) below, an employee shall be treated for the purposes of this Act as dismissed by his employer, if, but only if,—
- (a) the contract under which he is employed by the employer is terminated by the employer, whether it is so terminated by notice or without notice, or
 - (b) where under that contract he is employed for a fixed term, that term expires without being renewed under the same contract, or
 - (c) the employee terminates that contract, with or without notice, in circumstances such that he is entitled to terminate it without notice by reason of the employer's conduct.
- (3) Where an employer gives notice to an employee to terminate his contract of employment and, at a time within the obligatory period of that notice, the employee gives notice in writing to the employer to terminate the contract of employment on a date earlier than the date on which the employer's notice is due to expire, the employee shall for the purposes of this Schedule be taken to be dismissed by his employer, and the reasons for the dismissal shall be taken to be the reasons for which the employer's notice is given.
- (4) For the purposes of sub-paragraph (3) above—
- (a) if the actual period of the employer's notice (that is to say, the period beginning at the time when the notice is given and ending with the time when it expires) is equal to the minimum period which (whether by virtue of any enactment or otherwise) is required to be given by the employer to terminate the contract of employment, "the obligatory period", in relation to that notice, means the actual period of the notice;
 - (b) in any other case, "the obligatory period", in relation to an employer's notice, means that period which, being equal to the minimum period referred to in sub-paragraph (a) above, expires at the time when the employer's notice expires.

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

- (5) In this Schedule " the effective date of termination "—
- (a) in relation to an employee whose contract of employment is terminated by notice, whether given by his employer or by the employee, means the date on which that notice expires ;
 - (b) in relation to an employee whose contract of employment is terminated without notice, means the date on which the termination takes effect; and
 - (c) in relation to an employee who is employed under a contract for a fixed term, where that term expires without being renewed under the same contract, means the date on which that term expires.