

GOLDRICK

## THE HIGH COURT

Record No. 1985/1023P

BETWEEN

PATRICY GOLDRICK  
AND LAURENCE MOONEY

Plaintiffs

and

THE RIGHT HONOURABLE THE LORD MAYOR  
ALDERMEN AND BURGESSES OF DUBLIN

Defendants

Judgment of Mr. Justice Murphy delivered the 10th November,  
1986.

In December 1985 and for a number of years prior thereto the Plaintiffs and each of them were fire fighters in the employment of the Defendant Corporation. By Order dated the 4th December, 1985, Mr. Herbert Niall, the Personnel Officer in Dublin Corporation, acting in pursuance of certain powers delegated to him by the City Manager terminated the employment of the Plaintiffs with the Defendants with effect from the 6th December, 1985, on the grounds of their serious misconduct in absenting themselves from duty without permission and consuming alcohol in a public house during hours of duty. By the same Order Mr. Niall granted to the first named Plaintiff eight weeks pay and to the secondly named Plaintiff six weeks pay in compliance with the Minimum Notice and Terms of Employment Act 1973. The Order of the Personnel Officer was based on and subscribed to a report by Mr. Soffe a Principal Officer in the Personnel Department which recommended that the employment

of the Plaintiffs (and two other fire fighters) should be terminated.

In these proceedings the Plaintiffs claim that the Order aforesaid purporting to dismiss them from their employment is a nullity, ultra vires and void.

It was not contended that the Defendants at any time held any office with the Plaintiffs but rather they they were employed by them and that such employment was to be secure and permanent and would not be determined arbitrarily or capriciously. It was asserted that the employment would be determined only for good and sufficient reason and in accordance with the tenets of natural justice and procedures of good industrial relations and practice.

The Plaintiffs relied heavily on the Dublin Fire Brigade Disciplinary Code 1967. It was asserted by the Plaintiffs and agreed by the Defendants that this Code formed part of the terms of employment of the Plaintiffs with the Defendants. Having regard to the importance of this document to the case mounted by the Plaintiffs I am appending a copy thereof to this judgment for convenience of reference and to avoid the necessity for quoting at excessive length therefrom. Under that Code nine specified charges may be preferred. These include absence without leave from duty and drunkenness when on duty. They include too "deliberate insolence or impudence to a superior officer" and "being slovenly in habit or dirty in person". Furthermore there is also included the wide ranging offence of "acting in such a manner as is likely to bring discredit on the Brigade while on or off duty".

The punishments which may be imposed under the Code range

from a warning to the granting of leave without pay for a period of fourteen days. The Disciplinary Authority to which the regulations refer is the Chief Fire Officer and the procedure for investigating a charge requires that it should be preferred by an officer or sub-officer and that the member accused of the offence should have an opportunity of being heard and indeed should be entitled to be assisted in presenting his defence by a member of the Brigade selected by him. However perhaps the most important single provision of the Disciplinary Code in the context of the present case is that the regulations make it clear that the exclusive disciplinary power vested in the Chief Fire Officer does not extend to the termination of employment of members of the Brigade. I will refer again later to the Disciplinary Code and the basis on which the Plaintiffs seek to place reliance on it.

At the end of May 1985 Mr. Soffe ordered an investigation by the Internal Audit Section of the Dublin Corporation into rumours or allegations of misconduct by fire fighters. Mr. Soffe did not take any part in these investigations or concern himself with the progress thereof. He received the report of the Audit Section on the 6th November, 1985, and, in accordance with established practice, circulated it to the heads of certain sections within the Defendant Corporation. On the 25th November, 1985, Mr. Soffe arranged for what was in effect an identification parade to be held at the Tara Street Fire Station. This was achieved by the District Officer parading the men under his command under a window where they came into the view of some members of the Internal Audit Section concerned in the investigation. The fact that the men were

required to remove their caps and then replace them during the course of the parade apparently excited their suspicion and concern. The parade had two effects. First it confirmed the investigators in the advice which they had given in their report and secondly it impelled a number of the men concerned to make contact with their Trade Unions. There were in fact two Unions involved. First the Irish Municipal Employees' Trade Union and secondly the Federated Workers' Union of Ireland. The Trade Unions and in particular Mr. Sean Redmond the General Secretary of the I.M.E.T.U. immediately contacted Mr. Soffe and made certain enquiries and representations in relation to the matter. Mr. Soffe responded immediately by arranging for a further parade to be held. At this second parade held on the same day an apology and explanation was given to the men for the circumstances in which the earlier parade had been held. However by this stage it is clear that the men were aware of the nature of the allegations being made against some of them. The two Plaintiffs and two more of their colleagues indicated at this parade that they were the persons concerned. Again on the same day, the 25th November, 1985, a letter signed by Mr. Soffe was handed to each of the Plaintiffs. The two letters were in the following terms:

"I wish to interview you in connection with your alleged absences from duty during normal working hours. Please report to this Department at 10 a.m. on Tuesday the 3rd December 1985.

You are advised to arrange to be accompanied at the interview by your Trade Union representative".

This letter was delivered to the Plaintiffs after prior consultation with the Trade Union representative and agreement with him on the date for the intended interview.

The scene then moves to the Union Offices in Parnell Square where the plaintiffs and other fire fighters concerned held meetings with their Union representatives on the 27th November, 1985. What is clear from the accounts of this meeting given by the Plaintiffs themselves and by Mr. Redmond is that the Plaintiffs frankly and fully admitted that they had been drinking on licensed premises at a time when they were rostered for duty.

At 9.30 a.m. on the morning of the 2nd December 1985 Mr. Soffe met the Union representatives at their request. They pressed Mr. Soffe to impose some penalty less than that of dismissal. He, however, indicated that the charge was a serious one and would constitute grounds for termination of employment. All that Mr. Soffe could offer was that some adjustment might be made in relation to their superannuation rights. At the end of the meeting no accommodation had been reached.

On the 3rd December, 1985, the meeting convened by Mr. Soffe was held. All the parties were in agreement as to the substance of what took place at the meeting or rather the meetings because several were held on that date. However, as one might expect there is some difference of emphasis and in detail of recollection. Perhaps the only point in which there was a positive difference of recollection related to what was said by Mr. Redmond and Mr. Soffe with regard to the prospects of success of an appeal from the decision of Mr. Soffe. If and in so far as there is a difference in the accounts given by the various witnesses I would prefer that of Mr. Soffe. He impressed me as a witness who was fully truthful in his evidence and accurate in his recollection. However in preferring his account I reiterate that there was no

significant divergence of evidence and I am not casting doubt upon the integrity - as opposed to the accuracy - of the Plaintiffs or the witnesses called on their behalf.

The Federated Workers' Union of Ireland indicated that they wished to have the investigation into their members' conduct dealt with separately and the Defendants agreed to that course. The meeting relating to the conduct of the Plaintiffs was taken first. Mr. Soffe presided and he was accompanied by various officers of the Dublin Corporation including the head of the Engineering Department and the head of the Internal Investigation Section. The two Plaintiffs were accompanied by Mr. Redmond and another member of the I.M.E.T.U. It is common case that in opening the meeting Mr. Soffe gave particulars of the dates and times on which the Plaintiffs had been observed drinking in licensed premises when they were rostered for duty. It is clear that this allegation did not take the Plaintiffs by surprise. As the Plaintiffs had admitted to Mr. Redmond that the allegation was correct in substance he clearly recognised that he was not in a position on behalf of his members to dispute the facts which the investigation by the Internal Audit Section had exposed.

It is of some significance to note that the meeting was adjourned at the request of Mr. Redmond. The meeting to consider the conduct of another fire fighter who was a member of the F.W.U.I. then took place and after that, meetings were held first between the representatives of the two Unions among themselves and then, at their request, with Mr. Soffe. Ultimately the meeting with the Defendants resumed and at the resumed meeting all the fire fighters concerned and both sets

of Union representatives attended. Again this arrangement was made at the request of the Plaintiffs and their advisers.

In substance the case made by Mr. Redmond was that his clients disputed the allegation that they had absented themselves without permission. In the case of Mr. Mooney it was said that he was absent on "permissive" leave and that in the case of Mr. Goldrick he was absent on "mess leave". Such categories of leave are granted at the discretion of the officer on duty and, Mr. Redmond argued, there was no regulation which prohibited a fire fighter from taking alcoholic drink in a licensed premises or elsewhere in the course of such leave. Mr. Soffe pointed out that there was no record of such leave being granted on any of the dates in question in the occurrence book kept in the Tara Street Station. To this Mr. Redmond responded that the practice of recording such leave had fallen into disuse but that the permission was indeed granted. However, apart from this general statement it does not appear that the Plaintiffs themselves in the course of the investigation on the 3rd December, 1985, gave any evidence or made any statement with regard to the permission which had been granted or the person by whom it was alleged to have been granted. Certainly no duty officer alleged to have given such permission was called or identified in the course of the investigation. In addition it is clear that Mr. Redmond strongly urged that in all of the circumstances dismissal would be an excessive penalty for such misconduct as the Plaintiffs had committed.

Mr. Soffe commented upon the points made by Mr. Redmond and at the end of the discussion, explained that he proposed to

recommend the dismissal of the Plaintiffs as from the 6th December, 1985. He further explained that having regard to the type of misconduct involved and certain decisions of the Unfair Dismissals Tribunal that he proposed to recommend that the Plaintiffs should be given pay in lieu of the maximum notice to which they were entitled under the Minimum Notice and Terms of Employment Act 1973. Again it was the evidence of Mr. Soffe that he went on to explain that he would be available for discussion with the Plaintiffs or their representative in the course of the following day or for the purposes of arranging an appeal to the Personnel Officer if that was required. In this context it was Mr. Soffe's recollection that Mr. Redmond enquired whether it was being suggested that there was no purpose in an appeal and that he Mr. Soffe had replied "No I am not saying that". Mr. Redmond had a different recollection of this incident. As I have already said I prefer the recollection of Mr. Soffe on this point of detail and I may add that his recollection is supported by the evidence given by Mr. Niall not merely as to the legal authority of the Personnel Officer but also the manner in which it has been exercised in a variety of cases from time to time. However, it does not seem to me that anything turns upon that particular conflict.

In these circumstances the Plaintiffs contend first that they were entitled to have the hearing of the charges made against them conducted fairly and in accordance with the rules of natural and constitutional justice and secondly that the investigation and hearing which did take place did not meet that criterion. The Defendants dispute the Plaintiffs' right to have any such investigation or an enquiry and furthermore contend that even if the Plaintiffs did have such a right that



the investigation and enquiry met the required standards.

It has been long recognised that many Tribunals both of a public and private nature, although in no sense Courts of Law, are bound to conduct their proceedings fairly and in accordance with what was formerly known as natural and now described as constitutional justice. More recently it has been demonstrated that this obligation extends beyond Bodies identifiable as Tribunals of any description and is applicable in many cases where individuals make decisions affecting the rights and interests of others. The basic principle is set out in the judgment of Walsh J. in Glover and B.L.N. Limited 1973 I.R. 417 at 425 in the following terms:

"It is sufficient to say that public policy and the dictates of constitutional justice require that statutes, regulations or agreements setting up machinery for taking decisions which may affect rights or impose liabilities should be construed as providing for fair procedures".

In that case Mr. Glover held office as a Director of certain companies under the Articles of Association thereof and in addition he was party to a contract of service with the company. What Mr. Justice Kenny had held in the High Court was that the existence of the contract did not deprive Mr. Glover of his status as an office-holder and in that capacity he was entitled to have the issue with regard to his conduct determined by the prescribed machinery in accordance with the requirements of natural justice. However, following the decision of Ridge and Balwin 1964 A.C. 40 Mr. Justice Kenny had accepted that in so far as the relationship between two parties

was that of master and servant governed by a contract of service it might be terminated by the employer at any time for any reason or for none. He held that in a pure case of master and servant the question whether the employer was justified in terminating the employment of the servant did not depend upon the employer hearing the servant in his own defence, it depended upon the facts emerging at any subsequent action for wrongful dismissal and invoked by the employer as justifying his actions. The reason lying behind the decision of Mr. Justice Kenny in Glover and B.L.N. Limited and Lord Reid in Ridge and Balwin was first that one could not in law or in practice procure or enforce an Order for specific performance of a duty to serve as an employee and secondly that an employee who was wrongfully dismissed could be compensated in damages whereas a person who forfeited his office in accordance with the terms of the instrument under which he was appointed has no right to compensation. However, Mr. Justice Walsh in delivering the judgment of the Supreme Court did not accept the relevance of any distinction between office-holder and employee certainly in the circumstances of that case. Instead Walsh J. held that the particular terms of the contract of service governing the relationship between Mr. Glover and B.L.N. involved adopting a particular procedure to investigate allegations of serious misconduct or neglect by Mr. Glover and that such machinery being required by contract it was an implied term of that contract that such machinery should operate in accordance with fair procedures.

It was explained in evidence that certain officers appointed to the Defendant Corporation held their appointment on

terms that they would not be removed without resort to a particular form of enquiry provided for by statute but that neither the statutory provisions nor any subordinate legislation nor the agreement between the Defendants and their employees (other than such officers) required any investigation to take place into the conduct of the employee less still was it required that such enquiry should be conducted in accordance with the requirements of constitutional justice. It was therefore contended that the Plaintiffs' case failed in limine.

At the present time it is probably true to say, as Counsel on behalf of the Plaintiffs contended, that there would be serious practical difficulties for any employer dismissing any employee without establishing some objectively valid reason for so doing. The Redundancy Acts and the Unfair Dismissals Act would require the employer in many cases to be in a position to explain the basis for his action and, on a more practical level, it might well be anticipated that the decision of an employer to dismiss an employee without having established good grounds for so doing would be to invite industrial action. Nevertheless it seems to me that at common law the decision of an employer to dismiss an employee whose contract of employment does not expressly or impliedly provide for the holding of some enquiry into the conduct of the employee cannot be called into question because of the failure to consult with the employee prior to his dismissal or the failure to adopt any other procedure ensuring the application of the rules of constitutional justice. On the other hand it is clear that wrongful dismissal would, as it has always done, entitle the employee to damages for breach of contract.

As I say, the Plaintiffs rely strongly upon the Disciplinary Code already referred to. On behalf of the Plaintiffs, Counsel in opening the case submitted, as it had been previously pleaded in the Statement of Claim, that the decision to dismiss the Plaintiffs from their employment was null and void because the procedure from which that Order evolved failed to comply in several particulars - indeed in almost every detail - from the requirements specified in the Code. In fact the Plaintiffs subsequently and rightly abandoned that argument. In its express terms it is clear that the Code does not lay down a procedure for the dismissal of fire fighters from their employment with their employers. It is equally clear from the structure of the document that this Code is intended to create and sustain the authority and personal discipline which is frequently required of persons serving in a Force in which the members may be required to expose themselves to serious personal danger. It is apparent from the nature of the offences to which the Code extends that its purpose was to maintain an esprit de corps. Indeed the requirement of a hearing by the Chief Officer of charges preferred and the formal procedures by which the case is required to be presented by an officer and the duty imposed on a brother officer to defend would seem as much calculated to punish as to protect the persons charged before the Tribunal. Whilst the Code forms part of the terms of employment of fire fighters I have no hesitation in accepting the submission on behalf of the Defendants that it has nothing to say on the question of the dismissal of the fire fighters from their employment with the Defendants and certainly does not preclude

the City Manager from exercising the functions vested in him from dismissing the persons to whom this Code does extend.

The argument on which the Plaintiffs rely is that the existence of the Disciplinary Code creates a special situation. First it is said that as the fire fighters are subject to a Code under which conduct punishable with modest penalties falls to be investigated by a procedure necessitating the application of the rules of constitutional justice that the principles enshrined in those rules must be applied where the conduct of the fire fighters is investigated with a view to the imposition of the ultimate punishment of dismissal. Secondly, it was argued that the express provisions of the Code constituting absence without leave from duty and drunkenness when on duty as two offences which might be preferred thereunder created in the fire fighters the legitimate expectation that offences of that nature would be dealt with under the Code unless and until employees were warned prior to any particular act of misconduct that the position would be otherwise. Thirdly, that if there was to be any alteration in the treatment which the fire fighters might legitimately - but incorrectly - expect to receive that they should be afforded an opportunity of being heard in relation to the proposed change. Fifthly, it was contended that the punishments prescribed by the Code for absence and for actual drunkenness (as opposed to drinking) make it clear that not merely the fire service but that the Defendants themselves do not regard the offences as ones constituting gross misconduct and that accordingly they should not - on a first offence at any rate - carry with them the penalty of dismissal from employment.

The doctrine of "legitimate expectation" as enunciated by Lord Diplock in O'Reilly and Mackman 1983 2 A.C. 237 and further analysed in the Council of Civil Service Unions and the Minister for the Civil Service (the G.C.H.Q. case) 1985 A.C. 374 purports to extend the right of judicial review to the protection of beliefs or expectations which derive not from legal rights but from the promises or conduct of the party whose conduct it is sought to review. The G.C.H.Q. case is an example of how the doctrine might be applied. That case concerned the rights of Civil Servants in England. They held their appointments at the pleasure of the Crown so that their employment could be terminated and a fortiori their conditions of employment altered without the employer providing any reason or invoking any procedure to establish the existence of any reason for the termination of the employment. It was established in evidence that for a period of nearly forty years prior consultation had been the invariable rule when conditions of service were to be significantly altered. In those circumstances it was held to be unfair and inconsistent with good administration for the Government to depart from the practice unless there were special circumstances which would justify the change.

Even assuming that the doctrine of legitimate expectation forms part of our law it seems to me that its application has limited value in the circumstances of the present case.

On the basis of this doctrine it might be argued with some force that the Defendants do not and have not in practice dismissed employees without holding an appropriate enquiry. This having been the established practice, it might be argued,

that it should not be departed from without prior consultation. Having established in that way and to that extent that an enquiry should be held it would then follow that the rules of constitutional justice should apply to it.

However, it seems to me that the enquiry held by Mr. Soffe complied in every respect with the requirements of constitutional justice and met all reasonable demands for fair play. Certain lines of cross-examination might have indicated that the Plaintiffs proposed to challenge the procedures adopted by the Defendants through their agent Mr. Soffe on the basis that the particulars of the "charge" given to the Plaintiffs were inadequate; that the failure of the Defendants to call evidence in support of the allegations of absence without leave was a procedural flaw; that there was some onus on the Defendants to negative the possibility that the Plaintiffs were on authorised leave and that the proceedings themselves - as opposed to the investigations - were conducted with indecent haste which prevented the Plaintiffs from submitting their case or their appeal in a proper manner. In fact this case was not made. Counsel on behalf of the Plaintiffs rightly accepted that the procedure adopted was fair and could not be challenged but for the special circumstances which arose, they contend, due to the existence of the Disciplinary Code. In my view that concession was rightly made. It is clear that the Plaintiffs were given full details of the charges against them and that they were not embarrassed in any way in defending themselves against the accusations made. It would seem to me that the enquiry was conducted by Mr. Soffe with conspicuous fairness and the correctness and the

propriety of the procedure adopted was in fact underwritten by the presence on behalf of the Plaintiffs of a competent experienced Trade Union Official who was fully conversant with the case to be made on behalf of his member and well able to protest against any abuse of the Plaintiffs' rights if that should have occurred.

To argue, as the Plaintiffs do, that the Plaintiffs were entitled to expect and did expect that allegations of misconduct concerning absence without leave or drinking would be tried and dealt with as a disciplinary matter under the Disciplinary Code involves a different application - and perhaps an extension - of the doctrine of legitimate expectation. As evidence was given of other cases in which allegations of misconduct involving fire fighters being dealt with by the Personnel Department and not under the Disciplinary Code even though the offence alleged could have been framed thereunder, it cannot be said that there is an established practice of dealing with misconduct involving fire fighters exclusively under the Code. To succeed in their argument, therefore, the Plaintiffs must establish that the Code constitutes what is in effect a promise by the Corporation to adopt particular procedures and that it was this promise that gave rise to a legitimate expectation on the part of the Plaintiffs. It does not seem to me that any reasonable construction of the Code supports that interpretation. As I have already pointed out the Code clearly relates to the maintenance and preservation of discipline within the Force and during the continuance of the employment of individual fire fighters by the Defendant Corporation. The question of



terminating the employment of fire fighters is a completely separate function involving different considerations and different officials. The fact that there may be an overlap in the sanctions which it might be appropriate to apply to particular categories of misconduct does not seem to me to affect the matter one way or the other.

Furthermore even if the conduct or actions of the Defendant Corporation had in some way engendered in the Plaintiffs the belief or expectation that misconduct falling within any of the categories described in Clause 6 of the Disciplinary Code would be dealt with under the Code such a belief or expectation would not be either legitimate or reasonable. If a fire fighter were to absent himself without leave or to consume alcohol in such a way that might significantly impair the capacity of the fire service to respond effectively and efficiently to emergency calls, no reasonable person would believe or expect that such misconduct would be dealt with under a behaviour code which provides a maximum punishment of two weeks loss of wages and expressly excludes from its terms of reference the dismissal of the party guilty of such misconduct. I must of course emphasise that the misconduct of which the Plaintiffs were accused in the present case was not as serious as this hypothetical case. The example is merely intended to illustrate the unreasonableness of any belief that the investigation and punishment of misconduct by fire fighters could be limited to or by the Disciplinary Code.

It was argued by Counsel before me as it had been argued by the Union representatives before Mr. Soffe that the inclusion of absence without leave and drunkenness on duty as

disciplinary matters was material in considering the gravity of the offence and the punishment to be awarded in respect of it. I accept that this is a reasonable argument to put forward. What is more questionable is the weight which should be attached to it. However both parties properly and necessarily accepted that it is no part of the function of the Court to review the decision made by the Defendant Corporation unless it had been one which was manifestly irrational and clearly that was not the case. The most that the Plaintiffs can ask of this Court is to review the procedures adopted by the Defendant Corporation and to question whether such procedures conform with at least the minimum requirements of constitutional justice. As I have already indicated I am satisfied that the procedures which were in fact adopted by the Corporation, whether or not there was a legal obligation on them to adopt any such procedures, did in fact conform with those standards. It follows that the Plaintiffs' case fails and must be dismissed.

*Francis D. Murphy*

## DISCIPLINARY CODE

### 1. PURPOSE AND TITLE

This Order is intended to govern the disciplinary conditions established for all ranks of the Dublin Fire Brigade, and it shall be cited as the Dublin Fire Brigade Disciplinary Code, 1967. Acceptance of this Order shall be obligatory, in consideration of continued employment, on all serving Brigade personnel and shall be a condition of employment for all future entrants.

### 2. DISCIPLINARY AUTHORITY

For all purposes, other than the termination of employment of members of the Brigade, the Chief Officer for the time being shall normally be the sole Disciplinary authority in the Brigade. This Officer only, in normal circumstances, shall have power to award any punishments under the Code. In the case, however, of the absence of this Officer, on duty or on leave, the Manager may at his discretion grant disciplinary powers under the Code to the next Senior Officer of the Brigade.

### 3. CHARGES

A charge may be brought under the provisions of the Code by any Officer or Subofficer of the Brigade against any member of the Brigade his junior in rank. For the purpose of this paragraph, the term Officer shall mean any Senior Officer or District Officer and the term Subofficer shall mean any Station Officer or Sub-Officer. Charges shall be made in writing, in accordance with the specimen charge sheet attached. The onus of proof of any charge shall rest upon the Officer or Subofficer making the charge, and should corroborative evidence be considered necessary to prove the charges the onus of producing such corroborative evidence shall rest upon such Officer or Subofficer.

### 4. INVESTIGATION OF CHARGES

A charge preferred against any member of the Brigade, under the terms of this Code, shall be investigated only when such member is on duty. Except in cases of grave dereliction of duty, or grave disciplinary offences, such charge will not be dealt with immediately it has occurred, but will be allowed to remain for at least three days after the date of the preferring of the charge before hearing. Any member against whom a charge is being preferred must, however, be at once informed by the Officer or Subofficer preferring the charge, that it is his intention to proceed with it. Any member of the Brigade charged with an offence under the Code will be allowed to be heard in his own defence or if he so desires shall be entitled to have the assistance in presenting his defence of a member of the Brigade, selected by himself, and may call such rebutting evidence as he may be able to produce, but any witness giving such rebutting evidence may be cross-examined either by the Officer or Subofficer preferring the charge or by the Chief Officer.

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### 5. DISPOSAL OF CHARGES

The Chief Officer may as the result of his investigations of a charge of an offence under the Code either dismiss the charge, reserve his decision, or award a punishment. Where the decision is reserved, a further investigation may be made by the Chief Officer and a decision announced at a later date.

### 6. SCHEDULE OF OFFENCES

Charges may be preferred under the Code against any member of the Brigade under the following heads:

- (a) Absence without leave from duty without reasonable excuse or exceeding leave of absence without sufficient cause.
- (b) Drunkenness when on duty, i.e. unfit for duty through drink.
- (c) Refusal to obey lawful orders whether issued verbally or in writing.
- (d) Neglecting to obey lawful orders without sufficient cause, whether issued verbally or in writing.
- (e) Deliberate insolence or impudence to a superior Officer.
- (f) Being slovenly in habit or dirty in person.
- (g) Conducting himself in an unseemly or disorderly manner while on duty.
- (h) Damaging wilfully or by negligence Fire Brigade property including articles of clothing or personal equipment with which he has been provided.
- (i) Acting in such a manner as is likely to bring discredit on the Brigade while on or off duty.

### 7. PUNISHMENTS

Punishments may, at the discretion of the Chief Officer, be awarded under the Code for the offences set out in paragraph 6 in the order of gravity as follows:

- (a) Warning.
- (b) Reprimand.
- (c) Severe Reprimand.
- (d) Stoppage of pay, not exceeding one day's pay, per week, for a maximum of seven weeks.
- (e) Granting of leave without pay for a period not exceeding 14 days.

## 8. APPEALS

An appeal in writing may be lodged against any punishment, awarded under paragraph 7, other than a warning. Such appeal may be made, by the member to whom the penalty is awarded to the Manager either through the usual disciplinary channels or through Trade Union channels. Whichever course is adopted, the member making the appeal must inform the Chief Officer that he is doing so, and failure to give this information will render the appeal null and void. When the Chief Officer has been informed that an appeal is being made, he will submit a report on the case to the Manager. It will be mandatory on the Chief Officer to forward for consideration any appeals submitted to him. The Manager may, at his discretion, completely revoke the penalty awarded, reduce such penalty, or confirm the award.

Punishment shall be put in force as soon as possible after being awarded, and the fact that an appeal is being made shall not prejudice such punishment. If the final decision in case of an appeal is favourable to the member making the appeal any deductions from his pay shall be made good.

## 9. COMPLAINTS

Complaints in writing to the Chief Officer directly or through Trade Union channels may be made by any member who feels that he has been subjected to oppressive conduct by an Officer in abuse of his authority. It shall be the duty of the Chief Officer to investigate such complaints as soon as possible and to inform the member whether or not disciplinary action is being instituted against the Officer.

## 10. PUBLICATION OF AWARDS

All penalties awarded from "Reprimand" upwards, shall be periodically notified in the Brigade Order Book and shall also be entered on the Fire Brigadesman's Record Sheet, one of which is kept for every member of the Brigade. In the case of appeals, no entries shall be made either in the Order Book or on the Record sheet until such appeal has been disposed of.

## 11. OPERATION

This Code shall come into operation as from the 14.6.67

12. This Order cancels Order No. 2/1939. Members of the Brigade who have subscribed to the Dublin Fire Brigade Disciplinary Code 1939 will be taken as having subscribed to the Dublin Fire Brigade Disciplinary Code 1967.

*Thomas P. O'Brien*

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CHIEF OFFICER.