

## **EMPLOYMENT APPEALS TRIBUNAL**

**Appeal of:**

Employee

MN983/2005

**against**

Employer

**under**

**Case No.**

RP596/2005

### **REDUNDANCY PAYMENTS ACTS, 1967 TO 2003 MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2001**

I certify that the Tribunal  
(Division of Tribunal)

Chairman: Ms. E. Daly B.L.

Members: Mr. M. Flood  
Mr. N. Broughall

heard this appeal at Naas on 31st January 2007

**Representation:**

Appellant: Ms. Coleen Minihane, (Branch Official), SIPTU, 18 Lower Patrick Street, Kilkenny

Respondent: Ms. Deirdre Gavin, IBEC, Confederation House, 84/86 Lower Baggot Street,  
Dublin2

**The decision of the Tribunal was as follows:**

The appellant was employed as a seasonal worker for the respondent. She had four periods of employment, which were: 15 May 2002 to 20 September 2003, 30 April 2003 to 11 July 2003, 21 July 2003 to 5 September 2003 and 28 October 2003 to 29 July 2005.

It was accepted by the parties that one week's notice had been paid to the appellant on the termination of her last period of employment. However, the appellant's representative stated that the appellant was entitled to a further week's notice. The appellant's representative stated that the last period of employment should be considered as running from the 30 April 2003 to 29 July 2005.

The appellant's representative stated that the breaks between these dates were lay-off periods as the nature of the work was seasonal.

The respondent's representative disagreed stating that the appellant did not have the necessary service to qualify for redundancy. The respondent had paid the appellant her minimum notice entitlements when her employment ended in July 2003, September 2003 and July 2005. The appellant accepted these payments. There were no lay-off periods.

Giving evidence the appellant told the Tribunal that on Friday, 22 July 2005 she was told that she

was losing her job. The last day she worked was the 29 July 2005. The appellant was paid for the week 22 - 29 July 2005 and she was paid for the week after her employment ended. The appellant had been employed in the company previously from April to June 2003 and from July 2003 to September 2003. The circumstances in July 2005 were similar to what happened when her employment ended in June 2003 and September 2003.

The appellant stated at the hearing that she wished to pursue a claim under the Unfair Dismissals Acts, 1977 to 2001. The appellant was going into hospital on the day the company were taking the seasonal workers back on. The appellant was available for work on the 16 August 2005 and she was the second senior most person on the list.

**Determination:**

The appellant conceded that she had received her minimum notice entitlements. Therefore, the Tribunal finds that her claim under the Minimum Notice and Terms of Employment Acts, 1973 to 2001 is dismissed.

Due to the concession of the minimum notice claim the continuous service is broken and therefore the appeal under the Redundancy Payments Acts, 1967 to 2003 fails.

The appellant stated at hearing that she wished to pursue a claim under the Unfair Dismissals Acts, 1977 to 2001. The Tribunal informed the parties at hearing that this claim could not be pursued as the appellant was outside the stipulated time limit for lodging a claim under the above Acts.

Sealed with the Seal of the

Employment Appeals Tribunal

This \_\_\_\_\_

(Sgd.) \_\_\_\_\_  
(CHAIRMAN)