

## EMPLOYMENT APPEALS TRIBUNAL

APPEAL OF:

CASE NO:

RP515/2006

Employee

against

Employer

under

### REDUNDANCY PAYMENTS ACTS, 1967 TO 2003

I certify that the Tribunal  
(Division Of Tribunal)

Chairman: Mr. P. Quinn BL

Members: Mr. J. Redmond  
Dr. A. Clune

heard this appeal at Galway, on 3 August 2007.

Representation:

Appellant:

In person

Respondent:

No representation or appearance.

The Appellant had been employed as a care assistant in the Respondent's nursing home since the 13<sup>th</sup> February 2003, working on average 21 hours per week.

The evidence of the Appellant in this case disclosed that on or about the 8<sup>th</sup> September 2005, she gave the Respondent two weeks' notice of the termination of her employment and she ceased employment with the Respondent on the 22<sup>nd</sup> September 2005.

The Respondent subsequently ceased trading on the 1<sup>st</sup> October 2005 and all remaining employees were made redundant, having been afforded one week's notice of the closure, or thereabouts, by the Respondent,

The Appellant maintained that she was entitled to have been provided with notice of redundancy, two weeks before the 1<sup>st</sup> October 2005 and that had she received same, she would have remained on in her employment until the date of closure of the business and that in such circumstances she was entitled to a redundancy payment

from the Respondent.

Although upon questioning by the Tribunal, the Appellant did make some rather vague and imprecise references to the Respondent having been “*a bit sharp*” with her on occasion some time before she left and of things “*getting a bit out of hand*” in the months preceding her departure in that the Respondent was late in paying her on one occasion, the tenor of the Appellant’s testimony was that, she had plans made to leave when she did, having been recently bereaved and her decision to leave this employment was to try to combine work with her family circumstances.

**Determination**

The Tribunal unanimously determines that, the Appellant was not dismissed by the Respondent within the meaning of section 9(1)© of the Redundancy Payments Act 1967, as would otherwise entitle her to receipt of a redundancy payment from the Respondent.

The Appellant by her evidence, failed to establish on the balance of probabilities, that her decision to terminate the contract of employment under which she was employed, was made in circumstances, such that she was entitled so to terminate it, by reason of conduct on the part of the Respondent.

The Tribunal determines that on the Appellant’s evidence, her decision to terminate the contract of employment under which she was employed, was a voluntary one, to resign her employment when she did and a decision which was more attributable to her personal circumstances, as opposed to any conduct on the part of the Respondent.

Accordingly, the Appellant’s appeal under the Redundancy Payments Act 1967 to 2003 fails.

Sealed with the Seal of the  
Employment Appeals Tribunal

This  
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(Sgd.)  
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(CHAIRMAN)