

EMPLOYMENT APPEALS TRIBUNAL

CLAIM(S) OF:

Employee

CASE NO.

MN141/2008

against

Employer

under

MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2001

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr. J. Fahy B.L.

Members: Mr. B. O'Carroll
Ms. H. Henry

heard this claim at Athlone on 3rd October 2008

Representation:

Appellant(s): XXXX

Respondent(s): Ms. Muireann McEnery, Peninsula Business Services (Ireland) Limited, Unit
3 Ground Floor, Block S, East Point Business Park, Dublin 3

The decision of the Tribunal was as follows:-

At the commencement of the hearing, it was clarified and confirmed that the only claim before the Tribunal was one for notice under the Minimum Notice and Terms of Employment Acts, 1973 to 2001. The respondent's representative did not consent to this matter being amended to include a claim under the Organisation of Working Time Act, 1997.

Appellant's case

The appellant's evidence to the Tribunal was that she commenced employment with the respondent on 7 September 2007. On 1 January 2008, a manager of the respondent gave her verbal notice that her employment was ending on the next day.

In examination from the Tribunal, the appellant confirmed that she received a cheque in March 2008 in the amount of €442.88 in respect of her minimum notice. She accepted that she got this money in respect of her notice and that same was paid to her.

Respondent's case

In accepting the evidence given by the appellant in relation to the start and finish dates of her employment, the respondent's representative said that the appellant had been entitled to notice on the termination of her employment and that same had subsequently been paid to her. The respondent accepted that the employment of the appellant had not been terminated properly and when it had been brought to their attention, notice had been paid in lieu of same.

Documentation in relation to this matter was opened to the Tribunal within which was a snapshot of the payments made to the appellant, a bank statement showing where the appellant had cashed the notice cheque and a receipt/agreement signed by the appellant for same. The respondent's representative said that the content of the receipt/agreement had been read to the appellant and she had indicated that she had understood it.

In sworn evidence, the respondent's payroll administrator said that the appellant had been given her notice pay by cheque in March.

Determination

Having considered all of the evidence adduced by the appellant and respondent, the Tribunal finds that the claim under the Minimum Notice and Terms of Employment Acts, 1973 to 2001 fails as a payment of one week which was the minimum notice due to the appellant, was paid to her in March 2008, in the amount of €442.88. In her evidence, the appellant accepted that she received payment in respect of the notice that was due to her.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)