

EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF:

CASE NO.

Employee

MN992/2008

against

Employer

under

MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2005

I certify that the Tribunal
(Division of Tribunal)

Chairman: Ms O. Brennan

Members: Mr J. Horan
Ms. P. Ni Sheaghda

heard this claim at Naas on 17th April 2009

Representation:

Claimants: In person

Respondent: In person

The decision of the Tribunal was as follows:-

The claimant gave evidence that she was paid four weeks notice, but that she was entitled to six weeks. She said that she was aware of her six weeks entitlement before she signed the settlement agreement with the respondent.

The respondent gave evidence that the claimant received four weeks notice as part of a settlement. She received ten weeks pay in total even though she was only entitled to nine. She accepted the sum given to her as a full and final settlement.

Determination:

Notwithstanding any prior agreement or arrangement, section 5 (3) of the Minimum Notice and Terms of Employment Act, 1973, states that:

Any provision in a contract which purports to exclude or limit the obligation imposed on an employer by this section shall be void.

As she has already been paid four weeks notice, the Tribunal awards the claimant €851.58 (being the equivalent of an additional two weeks gross pay) under the Minimum Notice and Terms of Employment Acts, 1973 to 2005.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)

