

EMPLOYMENT APPEALS TRIBUNAL

APPEAL OF:

Employee

- appellant

CASE NO.

UD1527/08

RP1373/08

MN1834/09

Against

Employer

- respondent

Under

**UNFAIR DISMISSALS ACTS 1977 TO 2007
MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2005
REDUNDANCY PAYMENTS ACTS, 1967 TO 2007**

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr. D. Mac Carthy S C

Members: Mr F. Cunneen
Ms M. Finnerty

heard this appeal at Dublin on 7th September 2009.

Representation:

Appellant: Mr. Charlie Prizeman, Industrial Officer, TEEU, 5 Cavendish Row, Dublin 1

Respondent: Mr. Breffni O'Neill, Construction Industry Federation, Construction House, Canal Road, Dublin 6

The decision of the Tribunal was as follows:-

Determination:

The claimant withdrew his claim under the Unfair Dismissals Acts, 1977 to 2007 at the outset of the hearing.

An application was made to amend the T1A to include a claim under the Minimum Notice and Terms of Employment Acts, 1973 to 2005 and the Tribunal granted the request.

Section 7(4) of the Redundancy Payments Act, 1967 states:

“(4) Notwithstanding any other provision of this Act, where an employee who has been serving a period of apprenticeship training with an employer under an apprenticeship agreement is dismissed within one month after the end of that period, that employee shall not, by reason of that dismissal, be entitled to redundancy payment”.

It is clear that the Act recognises the distinction between an ordinary contract of employment and a contract of apprenticeship.

If a person is dismissed upon the end of their apprenticeship period and subsequently re-engaged under a different contract of employment the Tribunal accepts the argument of the respondent that this is a totally new contract.

The Tribunal also accepts the argument made on behalf of the respondent that the service of the appellant was broken when he was dismissed at the end of his apprenticeship.

The appellant does not have service to qualify under the Redundancy Payments Act. Under the Minimum Notice and Terms of Employment Acts his service was also broken and he was entitled to only one week’s notice for which he was paid.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)