EMPLOYMENT APPEALS TRIBUNAL

CLAIM(S) OF:	**CASE NO.**
EMPLOYEE – ***claimant***	UD921/2008
	MN849/2008
	WT386/2008

against

EMPLOYER - ***respondent***

under

UNFAIR DISMISSALS ACTS, 1977 TO 2007
MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2005
ORGANISATION OF WORKING TIME ACT, 1997

I certify that the Tribunal
(Division of Tribunal)

Chairman: Ms. M. Petty

Members: Mr. T. Gill
Mr. A. Kennelly

heard this claim at Limerick on 22nd April 2009
and 23rd July 2009

Representation:

Claimant(s): Ms. Deirdre Canty, Assistant Branch Organiser, SIPTU,
4 Church Street, St. John's Square, Limerick

Respondent(s): Mr. Glenn Cooper, Dundon Callanan, Solicitors,
17 The Crescent, Limerick

The determination of the Tribunal was as follows:-

Introduction:

The written claim stated that the claimant was an "artic" driver who had worked for the respondent from 16 April 2007 to 12 May 2008 when he was allegedly unfairly selected for redundancy. It was alleged that, when he was talking to workmates about joining a trade union, his manager overheard and told him not to do this or he would lose his job. The following day he was made redundant with immediate effect. It was alleged that, two weeks later, two new workers were hired to fill the claimant's position as an "artic" driver with the respondent and that people with less service (two to three months) were not made redundant but, rather, continued to work for the respondent.

The written defence denied that the claimant had been unfairly selected for redundancy. It stated that the respondent had been unaware that the claimant had joined a trade union and that the respondent had only become aware that he had joined a union when it had received the claimant's T1-A form (*Notice of Appeal*). The defence also pointed out that the claimant had never raised any grievance with the respondent during his employment.

The defence said that the claimant had almost immediately secured alternative employment but that, after the claimant was made redundant, two drivers handed in their notice and had to be replaced. The two new drivers hired were not hired to replace the claimant.

At the beginning of the first Tribunal hearing, it was announced that the claims lodged under the Minimum Notice and Terms of Employment Acts, 1973 to 2005, and under the Organisation of Working Time Act, 1997, were being withdrawn.

Respondent's case:

Giving sworn testimony, GG (*the respondent's transport manager for Limerick*) said that the respondent accepted waste and brought it to recycling centres in Munster and Leinster.

The Tribunal was furnished with a document which purported to be a "summary of artic. drivers employed in 2008".

GG confirmed that the respondent had had thirteen "artic" drivers in January 2008 and that the number was down to ten in May of that year. Asked if the work had been reduced, GG replied that in May 2008 the respondent had got a good price for landfill in Kildare, that the work could be done more economically by others, that the respondent had to have more "outside" drivers and that "it did not suit our own". GG stated that the respondent had been limited up to that but that it could now get more rubbish into landfill and that it used PQ (*a Dublin contractor*) who had given the respondent "an exceptional rate" on the transfer of waste from Limerick to Kildare. After the respondent's group transport manager called a meeting with GG, it was agreed that the respondent would make two or three drivers redundant. One employee (*TW*) was terminated for refusing to carry out his daily duties as a driver and two others (*the claimant and OG*) were made redundant on 12 May 2008.

Speaking of a driver (*TK*) who had resigned subsequently, GG said that, when the claimant and OG had been made redundant, he had not known that TK would resign to go to another company, which worked locally to TK's home. Also, GG said that a driver (*GK*) who had been out due to long-term sickness had been expected back by the respondent but ultimately told GG that he would not be back and resigned in early June 2008.

GG told the Tribunal that the respondent had hired SOB (*an ex-employee who had telephoned for a job*) and a Polish person (*AZ*) to replace TK and GK. Asked why the respondent had not gone back to the claimant, GG replied that he had known that the claimant was by then driving for HH, a company which had High Court proceedings with the respondent.

GG stated that early in 2008, the respondent's management had tried to buy out the respondent's ownership. The High Court case had to do with the buyout attempt. There were court injunctions between the respondent and a company that owned the abovementioned HH. Information was removed from the respondent. There was an injunction to prevent the said information being used. There was an interim injunction and the matter was still ongoing. The respondent's representative

told the Tribunal that his office was handling this.

Explaining why the claimant had not been offered one of the two posts that had become vacant, GG said that this was because the claimant was already working and because of whom the claimant had gone to work for.

Asked about the claimant's T1-A form allegation that people with less service than the claimant had not been made redundant but, rather, still worked for the respondent, GG did not dispute this. Asked how then the respondent had chosen the claimant for redundancy, GG said that ML, an employee in his forties, had his own business for six or seven years and, as well as being an "artic" driver, had been a supervisor who was able to take control of loads. This person – ML – knew the "ins and outs" of dealing with outside contractors and had shown great managerial skills regarding transport. GG chose the claimant and OG for redundancy over ML.

Regarding another employee (*MK*) who had been hired on 29 January 2008, GG said that this person was in his mid-fifties, had thirty years' driving experience and had licences for many types of vehicle. This would be very valuable to the respondent. The claimant and OG had "rigid" and "artic" licences but had less experience than MK who was still loading all of the respondent's trucks and getting them ready for the drivers for landfills. GG acknowledged that ML and MK hadless service with the respondent than the claimant.

With regard to the claimant or OG having been in a trade union, GG said that he had not known whether or not they were trade union members at the time that they had been made redundant.

Giving sworn testimony, RM (*the respondent's group H.R. manager*) said that in January 2008, the respondent had had more than 225 employees but that over 2008, the number had reduced to about 205, due to redundancies and wastage. Asked to explain this, RM said that the respondent's financial director had changed and had wanted to keep the respondent competitive. The economyhad been changing with regard to all controllable factors such as fuel costs and insurance costs.

It was put to RM that the claimant alleged that he had spoken about the claimant joining a union. RM replied that he had not known that the claimant was in a union, that no manager had notified him of this, that the respondent always got notification from the union and that RM had "never got anything" from the union about the claimant.

RM stated that it would be left to the transport managers to decide whom they wanted to retain as drivers and that he then had to make sure that remuneration was put together for redundancies.

The Tribunal was referred to letter dated 12 May 2008 from RM to the claimant informing him that his position was "being made redundant effective immediately". It continued, "Operational costs (particularly diesel) have increased very significantly and further cost increases are being projected for the near future. Due to increased competition in the market from small and large competitors we cannot pass on these additional costs to our customers. Therefore, we have been left with no choice at present but to begin a programme of cost rationalisations. As part of this program we have decided to reduce the number of employees in our Artic division and outsource the haulage of waste to private contractors."

Asked what process had been used, RM said that he and MP (*the respondent's group transport manager*) had met the claimant whereupon, reading out this letter, they had given him the reasons

why his employment was being terminated by reason of redundancy. The claimant accepted this as "fair enough". RM and MP clarified the claimant's final payments, which the claimant duly received. The next day, they received a telephone call about a reference because the claimant hadsought alternative employment.

In late August 2008, the Tribunal received a T1-A form in respect of the claimant. The only complaint RM got was with that letter. Hitherto, he had not been aware that the claimant was in the union. The respondent had an internal grievance procedure, which could have been used, but, in fact, no complaint was made between the claimant's learning of his redundancy and the lodgement of his T1-A form with the Tribunal.

(*The resumed hearing of this case was conducted with the assistance of a Tribunal appointed interpreter, who was provided on formal application by the claimant's representative*).

Claimant's case:

In his sworn direct evidence, the claimant confirmed that the respondent had employed him for over a year. When asked to explain what had happened to him on Thursday 9 May 2008, the claimant said that after returning to the yard that morning, he was called to the transport manager's office and told to leave his vehicle as he was being made redundant. Clarifying this point, the claimant said that he thought that it was on 12 May 2008 that his employment with the respondent ended. On the day prior to been made redundant, he had submitted his application form for membership to SIPTU.

The claimant confirmed that he had asked other employees to join the union. An Irish driver had asked him if he would be interested in joining SIPTU and, as he understood English, if he would speak to the non-Irish national employees about same. About two weeks prior to being made redundant, he had procured information and application forms about the union and attempted to distribute them among his work colleagues.

On the day that the claimant was made redundant, the respondent's yard manager had asked him if he was a member of the union. In reply, the claimant had tried to make a linguistic joke with a play on the word "union" by saying that he had joined the European Union. The yard manager had told him to be very careful, that there had never been a union in the respondent's business and the respondent would rather close that allow in a union. The yard manager had then laughed and askedthe same question of a Polish colleague of the claimant – *if he was a union member* – and this colleague had also replied with the same joke of being in the European Union.

The claimant never had disciplinary issues with the respondent prior to the termination of his employment. The respondent had hired people subsequent to the commencement of his employment and his employment had been terminated prior to these people.

In cross examination, the claimant was asked to clarify if his redundancy had occurred on Friday 9 May 2008 or Monday 12 May 2008. In reply, the claimant said that he thought it had been on 12 May 2008. Referred to letter dated 12 May 2008 which detailed the claimant redundancy "effective immediately" the reasons for same and the terms of that redundancy, the claimant confirmed that he received this letter from the respondent's H.R. manager on the day he was made redundant. (*A copy of this letter was opened to the Tribunal*). He received the letter on 12 May 2008 when at a meeting with the H.R. manager and the transport manager (*hereinafter referred to as MP*).
The claimant confirmed that 12 May 2008 was a Monday. It was put to the claimant that in his

direct evidence, he had said that he had submitted his SIPTU membership form on the day before – i.e. 11 May 2008. In reply, the claimant confirmed that he had hand delivered his SIPTU application form into the mailbox of the SIPTU office on the Sunday. Referred to the T1-A form where was stated thereon that when a manager overheard his conversation about having joined the union and talking to other workmates about joining the union, "The following day I was made redundant with immediate effect", that this was a fabrication as the respondent did not work on Sundays, the claimant replied that the form should have read "the following working day".

On the day that he had been made redundant, the claimant confirmed that the yard manager had asked him if he was a member of the union. It was put to the claimant that he had now given three versions of when this conversation occurred, in cross examination, on Friday, per the T1-A form, on Sunday and per his direct evidence, on Monday, and the reason for the discrepancies was because his story was made up. In reply, the claimant explained that the day before was the working day before, which was the Friday. However, conversations regarding SIPTU occurred everyday. The day the yard manager had asked him about his union membership had been the Monday. On the preceding Friday, he had been speaking to another person about the union when a manager had approached and laughed at them. The earlier conversations about SIPTU had really been a laugh and a joke about workers trying to join the union. Such conversations had occurred over several days. Managers had spotted the literature about SIPTU and had been laughing and joking about it, and trying to spy to get unofficial information about who was joining. The conversation which occurred on the Monday, the day the claimant was made redundant, was the result of overheard conversations from the previous Thursday and Friday. The claimant had spoken to a colleague in another depot about the union. This colleague told the claimant to not talk loudly about the union when around another colleague – a Polish employee. However, this Polish employee appeared unexpectedly while he had been talking. When the claimant said to the Polish employee that he hoped he – *the Polish employee* – would not denounce them, the Polish employee had replied that he had not interest in SIPTU and his only concern was about earning decent money. However, when he came to work to the Limerick depot on the Monday, he was asked about his membership of SIPTU. He supposed that the respondent had become aware of his union membership because he felt that the Polish employee had informed a manager. It was not his fault that someone would overhear his conversations about SIPTU while on the respondent's premises.

The claimant was referred again to his T1-A form which read in part that when he was talking to other workmates about joining the union, "my manager overheard conversation and told me not to do this or I will loose my job" (*sic*). The claimant confirmed that this conversation occurred on the Friday. When asked, the claimant confirmed that the manager who overheard this conversation was the yard manager (*hereinafter referred to as GH*). This was the same person who asked him – *the claimant* – about his membership of the union on the Monday, and who had warned him to be careful as the respondent would rather close the company that allow a union. Older colleagues had also made such statements.

The claimant was referred to letter dated 12 February 2009. (*This was a letter from the respondent's legal representative to the claimant union representative, a copy of which was opened to the Tribunal*). In same was requested – among other things – the identity of the manager against whom the allegation was made, that this manager could be in a position to attend the hearing of this case. The claimant confirmed that he was aware of this letter and had been advised by his union representative to supply the information requested but he had declined as he had not wanted to damage the opinion of the people who still worked for the respondent or have them loose their jobs. His reason for refusing to give the identity of the yard manager had been to protect this

person andprevent him suffering repercussions from the respondent. The claimant's refusal to provide therequested information was communicated by the claimant's union representative to the respondent's legal representative by letter of 17 February 2009 (*A copy of this letter was opened tothe Tribunal*). The claimant added that because of the impression of his knowledge of the internalrelationships and unofficial relationships within the respondent company, GH was probably actingon behalf of the respondent's management, thus his presence at this hearing would change nothingas he would not tell the truth. It was put to the claimant that his reticence in identifying the manager was to frustrate the Tribunal's proceedings. (*The respondent's legal representative thenmade an application to the Tribunal for liberty to call GH as a rebuttal witness*).

The claimant denied that he was aware that staff numbers were being reduced and that others were being made redundant at the time of his redundancy. As far as he was aware, no driver was to be made redundant as drivers were necessary for the operation of the respondent's business. He agreed that both he and an Irish employee had been made redundant on the same day. However, it had been this Irish employee who had wanted SIPTU on the respondent's premises and who had asked the claimant to circulate SIPTU literature among the Polish employees. Both the claimant and this Irish employee had subsequently gone to SIPTU with the intention to instigating proceedings with the Employment Appeals Tribunal. However, on the day after their visit to the SIPTU office, the Irish employee had telephoned the claimant and told him that unfortunately, he had to withdraw his complaint.

At the time of being made redundant, the claimant had not made a complaint about same to the respondent's H.R. manager. He felt that there was no point in complaining, as he was being made redundant anyway. He had been afraid of loosing his job prior to being made redundant but when he actually lost his job, there was nothing more he could do about it at that particular moment. However, his hope had been that SIPTU would support him.

The day after being made redundant, the claimant had attended SIPTU. It was put to the claimant that he had been made redundant in May 2008 but his T1-A form was not completed until August 2008, and that his complaints about union membership had been concocted subsequent to his redundancy and were cobbled together. In reply, the claimant explained that he had been asked by a SIPTU official to delay in initiating his proceedings as, at the time there was an ongoing unofficial action at the respondent's property on the basis of SIPTU trying to recruit employees of the respondent into the union.

It was put to the claimant that he was aware that the respondent had valid reasons for the selection and retention of very experienced drivers who had originally been hired subsequent to the claimant, in circumstances where the respondent was forced to make such a selection. The claimant denied that this was true.

Replying to the Tribunal, the claimant explained that it was the respondent's procedure to give a newly recruited driver the worst truck to drive. After one month in employment, the claimant had been given a new truck, which was proof that the respondent knew of his ability and experience as a driver. He had previously worked for an international transport company since 1996, as a driver of oversized vehicles.

The claimant confirmed that his SIPTU representative completed the T1-A form for him but he had been present at the time it was written. However, no interpreter had been available to assist at that time. The claimant could not recall the date he was called by SIPTU to come in and complete his

T1-A form.
It was about two to three weeks prior to being made redundant that the Irish employee had asked him about joining SIPTU. This had occurred in the respondent's Limerick premises. He had downloaded the SIPTU literature on his personal computer from the SIPTU web site about two weeks prior to being made redundant.

Subsequent to the termination of his employment with the respondent, the claimant secured alternative employment with a transport company. However, they made him redundant in October 2008 due to the overall recession. They had applied the procedures of last in, first out (L.I.F.O.). At that time, that employer had said that if things improved, he could return. About two weeks later, the claimant secured a job with another transport company. Due to illness, the claimant has not been in a position to work for this new employer since January 2009.

The claimant explained that his understanding of English was good enough for his day-to-day working with the respondent, and there had been no difficulty with the respondent's transport manager in this regard. It had been sufficient when approaching the respondent's non-Irish national employees with the SIPTU literature. However, his understanding of English might not be sufficient for these proceedings before the Employment Appeals Tribunal.

It had been GH and other experienced employees who had told the claimant to be careful when talking about the union. It had been these experienced employees who had previously tried to join SIPTU. They had told the claimant not to speak loudly or make it obvious when talking about the union.

While the claimant had not yet received an acknowledgement of his membership of SIPTU, he confirmed that he was a member. He had physically dropped his application form into the letterbox of the SIPTU office and a Polish SIPTU official had confirmed his membership to him. Despite not yet being in receipt of an official confirmation of his membership, the claimant received contact from them at the time, so he was a member.

In his sworn evidence, MP said that he had been the respondent's group transport manager. He joined the respondent in August 2007 and resigned in November 2008. He tendered his resignation so as to further his career.

The claimant had been under the authority of MP. The claimant had been a good driver and worker and had been willing to do overtime whenever asked. He had taken care of his truck and MP had no problems with him.

MP confirmed that he had not given the instruction that the claimant's employment was to be terminated. It was on 12 May 2008 that he was informed by the H.R. manager and another that the employment of the claimant and the other Irish employee had ended. They had elaborated that the reason for these redundancies was that they had information that both employees were in the process or had already joined a union. From what MP saw, there was no process in the selection for redundancy. They were selected because of their ties to the union. MP did not believe that the claimant was selected for redundancy on the grounds that other drivers had more experience that him.

MP had been out of the respondent's office during the week preceding Monday 12 May 2008. On 8 May 2008, he had been attending a course in Cork and had no contact with the H.R. manager that day. It was on his return to the office on the Monday that he was told by the H.R. manager and

another that the claimant and the other Irish employee had been selected for redundancy due to their ties to the union.

In cross examination, MP confirmed that he had a claim against the respondent under the Safety, Health and Welfare at Work Act 2005 for harassment and victimisation by senior management, and a claim under the Payment of Wages Act 1991 for bonuses and pension. When put to MP that his status at this hearing was one of a disaffected ex-employee, MP replied that he had not wanted to be involved and that his appearance was not voluntary but under a SIPTU issued subpoena.

MP did not recall the date he sent a text message to the H.R. manager but agreed that, on 7 May 2008, he had a meeting with the H.R. manager in a north Cork hotel. At that meeting, MP told the H.R. manager that he had been approached by a third party about a case and he told the H.R. manager his position in relation to that case. He did not give the name of the third party who had approached him to the H.R. manager. MP denied that he had applied pressure to the H.R. manager to settle his case; that if not settled, he would appear for the claimant and if settled, he would appear for the respondent.

In the week preceding the redundancies, MP had not been on the respondent's site. He had not been involved in any way in deciding who should be made redundant. He agreed that the employees who had been recruited subsequent to the hiring of the claimant were older, experienced truck drivers.

In examination by the Tribunal, MP confirmed again that he had not been on the respondent's site during the week preceding the redundancy of the claimant. The only telephone contact he had that week was with the H.R. manager on 9 May 2008 when he learned that a driver had been dismissed due to union activity.

MP knew nothing about the redundancies until his return to the site on the Monday. There had been no selection process and when he asked the H.R. manager about same, he was told that no selection matrix was used. When he said that a person could not be sacked for union activity, the respondent said that if the claimant and the other Irish employee were not sacked, then he – MP – and the H.R. manager could look for another job for themselves, and if he did not toe the party line, his job was at risk. He sat with the H.R. manager when the claimant and the other Irish employee were called to the office and dismissed. He had nothing to do with the paperwork in relation to same, which had been done by the time of the meeting. In any event, he had no function with this.

MP confirmed that he was present at this hearing under subpoena. He had not requested to be subpoenaed and had not wanted to be involved in the matter because of the impression it could create due to his own case against the respondent.

MP had been involved with H.R. in relation to the interview, recruitment, discipline and dismissal of drivers. He had not been involved in redundancy selections, as the respondent had not experienced this before. He had worked for a year and four months with the respondent and had not been involved in a union. About two to three weeks prior to the redundancy of the claimant, MP had heard rumblings and overheard conversations in the canteen about the union but this had not caused him concern.

In his sworn evidence, a SIPTU branch official for the southeast region (*hereinafter referred to as DL*) confirmed that no relationship exists between the union and the respondent. The union had attempted to negotiate with the respondent. In October 2008, a number of the

espondent's employees approached SIPTU and the union held a number of meetings with them in relation to their grievances. It was explained to these employees that the respondent's reaction to union involvement could be hostile as the respondent was not unionised. SIPTU wrote to the respondent's operation manager seeking a meeting with him. The operations manager was informed that a number of the respondent's employees had joined SIPTU and SIPTU wanted the meeting to discuss the grievances of these employees. The operations manager wrote seeking the names of the employees who had joined SIPTU and SIPTU wrote back and refused to identify same. The operations manager wrote again seeking the names and unless same were provided, there would be no meeting. SIPTU wrote again seeking to have the meeting first and then they would supply the names. The operations manager then wrote refusing to meet SIPTU. SIPTU then referred the matter to the advisory service of the Rights Commissioners Service under the Industrial Relations (Miscellaneous Provisions) Act 2004 but the respondent refused to attend same citing that they did not recognise unions. The matter was then referred to the Labour Relations Commission for a full hearing in March 2009. However, a week prior to this hearing, three employees who were SIPTU members and who were leading the case were dismissed by the respondent. In order to proceed with such a case since the Ryanair judgement, at least two witnesses were required and two of these three employees had been the intended witnesses. As these employees had now been dismissed by the respondent and were then former employees, SIPTU withdrew their case from the Labour Relations Commission. Subsequently, a number of the respondent's employees at another depot joined SIPTU. The operations manager was again written to with a request for a meeting but he wrote back and refused to meet stating that the respondent did not deal with unions and that they had their own internal procedures for same. Accordingly, SIPTU had no relationship with the respondent and had no formal contact with the H.R. manager. The respondent's claim that their grievance and disciplinary handbook allows employees have union representation was misleading and incorrect as the three employees who were dismissed were not allowed union representation.

In cross-examination, it was put to DL that the operations manager was not an employee of the respondent. In reply, DL stated that all of the dealings and correspondence he had were with the named respondent company. When highlighted that his evidence had nothing to do with this case, DL said that he was making the point that there was no relationship between SIPTU and the respondent and that a person has a right to join a union. When asked if he accepted that there was a difference between the respondent deciding to not recognise SIPTU but use their own internal procedures as, on the other hand, victimising employees for being members of a union, DL answered in the affirmative but said that while the respondent has its internal procedures, employees did not elect for these procedures but to join the union.

Replying to the Tribunal, DL confirmed that he had not been involved with the claimant' case.

Application forms for membership to SIPTU are processed quickly and members as assigned a number, though their membership card may not issue immediately. The member's number would be stored on the SIPTU database. This information is not accessible generally.

Respondent's case (rebuttal witness):

In his sworn evidence, GH confirmed that he was the respondent's yard foreman and that he had known the claimant.

GH denied that, on 12 May 2008, he had asked the claimant if he – *the claimant* – had joined

a union. He also denied that he had said to the claimant to be careful as the respondent's management would rather close than allow in a union. As yard foreman, his only authority was to direct the loads on the trucks. He never spoke to the claimant about the union. Both he and the claimant had been good friends and he had never had a problem with the claimant. The claimant obliged him whenever he – *the claimant* – was asked to do something.

Six to seven months subsequent to his redundancy, the claimant telephoned GH and enquired if there were any jobs available. GH asked the claimant to call for a chat. However, the claimant did not call.

GH concluded by stating that he held unions in high regard and was related, through marriage, to a union official.

In cross-examination, GH confirmed that he had gotten on well and had never had a problem with the claimant, and the claimant did whatever was asked of him. He had found the claimant to be a genuine bloke.

When asked if he were surprised when he learned that the claimant had been selected for redundancy before other employees, GH replied that his job had been to load trucks and he worked off a list of drivers who were there and rostered to work. He did not question whose name was on the roster but did his job. It was probably the day after the redundancies that GH had learned that the claimant's employment had ceased. No one explained to him why the claimant had been made redundant and no one had asked for his opinion about same. In any event, that was the job of the transport manager.

GH got on with all the employees and had a great working relationship with all of the lads in the yard and with the drivers, though there might be some rows. He had never spoken to anyone about the union and never got an inkling that it was being discussed. He had not told the respondent's management about employees joining the union and he never had a discussion with the claimant about the European Union.

Replying to the Tribunal, GH stated that he knew why he had been called as a witness and was surprised that he had been spoken about in evidence. He had not been the claimant's manager, and he had not overheard the claimant's conversation, as alleged on the claimant's T1-A form, nor did he say what was alleged on same. He would not have said "to be careful or the respondent will close" as he did not know what the respondent would do in the circumstances. He believed in letting people do their own thing.

Determination:

The Tribunal notes that the claims under the Minimum Notice and Terms of Employment Acts, 1973 to 2005 and the Organisation of Working Time Act, 1997, were withdrawn at the commencement of the hearing on the first day.

In his dissenting opinion, Mr. Kennelly believed that the claimant was dismissed because of his trade union membership.

By majority determination, the Tribunal finds that the evidence adduced during the course of this hearing was not enough to establish that the claimant had joined a trade union. There was no union membership card and no letter to acknowledge his membership nor was there any evidence of his

trade union membership. Accordingly, by majority determination, the claim under the Unfair Dismissals Acts, 1977 to 2007 is dismissed.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)