EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF:	**CASE NO.**
EMPLOYEE	UD756/2007

against

EMPLOYER

under

UNFAIR DISMISSALS ACTS, 1977 TO 2001

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr. P. Hurley

Members: Mr. T. Gill
Dr. A. Clune

heard this claim at Ennis on 17th October 2008

Representation:

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Claimant(s) :
Ms. Sheila Lynch, Cashin & Associates, Solicitors, 3 Francis Street, Ennis, Co. Clare

Respondent(s) :
xxxxxxxxx, 35-37 Ushers Quay, Dublin 8

The determination of the Tribunal was as follows:-

Preliminary Issue

An agreement was reached between the parties on the day the case was first listed and liberty to re-enter was granted to the claimant up to the 26th August 2008. The case was re-entered on the 19 th August 2008 and was listed for hearing.

The agreement reached between the parties was opened to the Tribunal for the purposes of deciding

on the preliminary issue as to whether the agreement had been implemented. The agreement provided for payment of a specified sum of money to the claimant and the furnishing of a reference to him by the respondent.

It is contended by the respondent that the agreement has been implemented in full. This is contested by the claimant.

On the first day of hearing the respondent's representative put forward the argument that they had implemented the agreement in full and that liberty to re-enter could not be availed of to re-enter a concluded matter. He asserted that the right to re-enter cannot be availed of if a party subsequently raised reservations over the adequacy of the agreement entered into. In this respect he referred to UD 119/03 in which a claimant had sought to re-enter a case but was refused. He believed that the respondents had effected the agreement in full.

The claimant's solicitor explained that tax was deducted from the amount agreed to be paid to the claimant under the agreement. She referred to tax legislation which she produced to the Tribunal. She contended that the respondent had not received the full benefit of the settlement agreed. The respondent's representative said they were obliged to deduct tax and also referred to tax law.

She also contended that the agreement remained unimplemented by reason of the claimant not having received a reference. The document furnished to the claimant in this respect in essence referred to the claimant's period of employment with the respondent and made no reference to the claimant's personal qualities or fitness or suitability for employment with the respondent and made no reference to such qualities for the benefit of potential or future employers of the claimant.

A copy of the agreement (edited to remove amount paid) and the reference was provided to the Tribunal.

Determination on Preliminary Issue

The Tribunal considered that tax law and its application is not within their remit: hence the Tribunal considered only the wording of the agreement. As there was no mention of or authorisation in the agreement for taxation deductions to be made, the Tribunal determined that in this respect the agreement had not been implemented.

The Tribunal considered the wording of the document furnished which purported to be a reference. The Tribunal is of the view that the sparse wording of the document where it refers to the claimant cannot be understood or construed as a reference. This document would not in the Tribunal's view serve to benefit the claimant in any future employment and would not meet the essentials normally sought and provided in an employment reference. The merits or otherwise of the unfair dismissal claim giving rise to the agreement have not to date been tested in a court forum or tribunal.

For the foregoing reasons the Tribunal is of the view that it has jurisdiction to hear this matter and that the matter may be re-entered.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)

EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF: **CASE NO.**
Employee – ***claimant*** UD756/2007

against

Employer – ***respondent***

under

UNFAIR DISMISSALS ACTS, 1977 TO 2007

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr. P. Hurley
Members: Mr. T. Gill
Dr. A. Clune

heard this claim at Ennis on 24th February 2009
and 2nd October 2009

Representation:

Claimant: Mr. Emmett O'Brien B.L. instructed by Ms. Sheila Lynch,
Cashin & Associates, Solicitors, 3 Francis Street, Ennis, Co. Clare

Respondent: XXXXXXXX 35-39 Ushers Quay, Dublin 8

Introductory point:

The Tribunal heard a preliminary mater in relation to this case on 17th October 2008 in Ennis and a Determination dated 19 December 2008 on same was issued.

The determination of the Tribunal on the substantive issue was as follows:

Respondent's case:

The Tribunal heard evidence from the Director of Services (DS) of the County Council. He explained that the claimant was an Environmental Patrol Warden (EPW). The County Council had a number of discussions with the Wardens and their Unions to negotiate work issues.

DS had discussions with the claimant about one or two matters, one of the matters was that he had arranged to meet the claimant about bonfires in County Clare and the claimant failed to turn up for the meeting. The other matter was that he was concerned that matters regarding dumping were left to the Gardaí and he felt that the EPW's should have taken a hands-on role.

DS had concerns about the claimant. He told the Tribunal that he hired a professional private investigator (PI), (to investigate the claimant). The PI furnished him with a report and with video

footage. He concluded that the claimant was spending a lot of time at home. He wrote to the claimant inviting him to a disciplinary and grievance meeting. The claimant arrived at the meeting with a representative. He outlined the allegations in detail to the claimant. He felt that the claimant was falsifying records i.e. he was spending a lot of time at home and had recorded otherwise. He felt that an allegation of Gross Misconduct arose. On 08th September 2006, he told the claimant that he was being suspended with full pay. He then handed the matter over to the Human Resource department. He told the claimant that the environment department (his department) would not be involved.

Cross-examination:
He told the claimant that he would not be a part of the investigation. The investigation team put questions to him and he replied by letter to the questions.

The Tribunal heard evidence from the head of the finance unit of the respondent. The witness explained that the County manager wrote to her to tell her that she was the person nominated to investigate the matter. She met the claimant and his representative on three occasions. She then wrote to the County manager. She recommended to uphold the investigation report and upheld the dismissal of the claimant.

Cross-examination:
The witness explained that the reason for meeting the claimant was that he would give his side of the story and he was not forthcoming with the information.

The witness explained, when asked that (regards one of the allegations) she made a directory enquiry to see if a particular DIY shop was located in a particular area. She further explained that it was not her task to do carry out an investigation but she did go to lengths to verify the claimant's excuse, "to do due diligence to the information provided".

Claimant's case:

The Tribunal heard evidence from the claimant. He commenced working for the respondent in 2000 as an Environmental Patrol Officer (EPW). He himself covered the entire County Clare. Then another Officer was employed by the respondent and a few years later another officer was employed.

His work hours were 9.00 am to 5.30 pm Monday to Thursday and 9.00 am to 4.30 pm on Friday. He had various duties, for example in summertime he patrolled beaches and patrolled for dog litter. He also was involved in court cases arising from his work and could be in court once a week. Other duties were interacting with community groups and meetings in town councils.

The work section that he was in was divided into administration, advertising, enforcement and patrolling. They had monthly team meetings.

The claimant explained that they got a new boss, a Mr. K, circa the latter part of 2005. He introduced a system whereby they kept an official complaint log. This could be shown to a Judge in court. Their diaries were relevant and also the complaint logs. The information had to be very detailed, as they may have to give evidence in court about a fire for example. The officers had a lot of paperwork to do. The officers took the view that their job was expanding. There was more legislation arriving from the EU.

The claimant explained that at tea or lunch breaks if he was passing his home he would call into his home for tea or a sandwich. In the evening time outside of working hours he often did some work. He did not do the reports in the County Council HQ, as he would be asked as to why he was not out on the road patrolling. It was suggested to the officers that they would call to HQ for a half hour or so to collect complaints etc. and then go out onto the road.

He discussed, with DS, the possibility of doing the reports from home as it was easier than writing the reports in the van.

The claimant explained that the wardens were not getting enough support from the overseers.

Regarding the investigation of him and him being followed, he never mentioned to DS that he was being followed.

It was put to the claimant that the PI report stated that he was at a local school during work hours and he explained that he met his son at the school gate to apply sunscreen to his face and hands.

Regarding mobile phone calls or texts that he sent to Poland he explained that at the end of the month any private calls that he made he paid for at the end of the month and he told the investigation team this.

Regarding allegation of insubordination he did not consider that he was insubordinate.

Regarding the removal of Co. Co. markings on the van, he felt in hindsight that he should not have done that. The matter was dealt with, with no official reprimand.

In cross-examination, the claimant confirmed that he signed a new contract of employment in 2006, which set out the terms and conditions of his employment, including working hours, duties, travelling expenses and substance allowances, grievance and disciplinary procedures, etc. Per his contract, the claimant confirmed that his working hours were Monday to Thursday from 3.00am to 5.30pm and Friday from 9.00am to 4.30pm. His position was that of "Environmental Patrol Warden" and he had numerous roles, including conducting litter patrols, removing illegally dumped rubbish, conducting road checkpoints, pursuing specific complaints, conducting night-time and weekend surveillance when necessary, preparing reports on investigations, visiting schools and community meetings so as to give talks and provide information, etc. His role also included prosecuting cases under the Litter Act and the Waste Management Act. Such cases arose from the finding of dumped litter. It was not his job to specifically identify the person or organisation, which dumped such litter but prosecutions, would be based on information found in the dumped rubbish and it was then for the individual/organisation to prove that they had no involvement in same.

The claimant's initially commenced employment with the respondent in 2000. Contracts of employment were re-negotiated in 2006 because of an issue that arose in relation to the amounts of litter that had to be removed from dump sites by all of the employed litter wardens. Meetings had occurred between the respondent and the union in an attempt to resolve the issue.

The claimant confirmed that he was aware of the respondent's disciplinary and grievance procedures. He also confirmed that following a telephone call to come to the office, he found a letter on his desk dated 5 September 2006 from the Director of Services wherein he was asked to attend a meeting on Friday 8 September 2006 at 10.00am and to be accompanied

by his union representative, if he so wished. The letter also advised the claimant, in accordance with its disciplinary procedures, that the respondent had "strong reasons to believe" that he was not discharging his "duties as Environmental Patrol Warden with [*the respondent*]. The claimantagreed that he was so advised of this.

The claimant received the letter of 22 September 2006 from the Acting Senior Executive Officer of the respondent's Human Resources Department. In same was confirmed the claimant's suspension with pay from the date of the 5 September 2006 meeting, pending a full investigation into the allegation that he was not fulfilling his contract of employment and the duties of an Environmental Patrol Warden, and setting out the procedures to be used in the conducting of this investigation. The claimant confirmed that he appeared before the established investigation team and was represented at same. Subsequent to their investigation, the team issued a report wherein they found the claimant guilty of misconduct and referred the matter to the Director of Services. The claimant confirmed that, following this, he met the Director of Services with his union representative where they were given the opportunity to put their case and to counter the findings of the report of the investigation team. Subsequent to this meeting, it was determined that the claimant be dismissed, and he was allowed to appeal against this dismissal decision to the County Manager, which he did. Though not provided for in the respondent's disciplinary and grievance procedures, the claimant was allowed a further opportunity to make a second appeal to an external party, another County Manager. The claimant again made a defence to the allegations against him, and again, the dismissal decision was upheld.

When asked if he had any concerns with the procedures the respondent had followed in the disciplinary process, the claimant stated that though procedures had been followed, his representative had not been allowed to cross-examine any of the witnesses who had made statements and, there had been a substantial time delay from the date of suspension to dismissal. He had made himself available for any meeting that he had been called to attend except for one occasion when he had been abroad on leave. By the time of making the second appeal, he was going along with what he was being told to do by his union representative. The claimant was satisfied that he had been allowed representation.

The claimant confirmed that he or his representative received all documents that were relied on during the disciplinary procedure, including a statement setting out a summary of the allegations that were made against him in relation to the non-performance of his duties. The contents of this statement had come partially from the investigations of the Private Investigator and had detailed instances of the claimant's alleged absences from work. The claimant confirmed that he had a workstation and computer for use in the composition of his work reports in the respondent's office. He explained that he maintained a daily log of his activities and, at the end of a week, would prepare an Environmental Patrol Log from same and submit it to the respondent on Fridays. When asked to compare the Private Investigator's report for the day of 31 August 2006 and his report of the same day for his activities of that day, the claimant agreed that neither report resembled each other. When asked to explain the discrepancies, the claimant did not deny the contents of the Private Investigators report but said that the activities which were stated in his report were also true. He did not agree that his reports were not reasonably accurate reports of his activities. He had gone to the locations as reported in his reports and he had also gone to locations reported in the reports of the Private Investigator, though not reported in his reports. The locations which he had referred to in his reports had been visited in the evening. Despite his contract of employment specifying that his hours were from 9.00am to 5.30pm, the hours were not specific and there were plenty of times when his hours of work extended into evenings and weekends. He had not claimed overtime for this, though he could have claimed overtime for the weekend work. While the

information complied in reports for the prosecution of cases in Court had to be wholly accurate, the claimant did not deny that his Friday's Environmental Patrol Log was a long way short of accurate, in that the locations he had visited as reported in the Private Investigator's report had not appeared in his report.

The claimant did not agree that he had spent a substantial amount of time at home on 31 August 2006. When put to him, he accepted that he had been at home between the hours of 9.38am to 11.11am and 2.04pm to 4.28pm. He did not accept that he returned home again by 4.46pm, nor did he accept that while at home, he was not at work. He had been writing reports and doing paperwork at home. Despite having a workstation in the office, the claimant worked at home because when seen at his office desk during the day, he would be challenged and asked why he was not out at work. However, he had specific reports which had to be completed by certain dates. He therefore wrote the reports at home. He did not do them at night on his own time.

The claimant confirmed that he was writing reports when at home during the day. When asked if he showed and submitted these reports to the investigating team, the claimant replied that he had told the investigating team about the reports. They had not found these reports in their investigation because they had looked for Court reports. The reports he had been working on had been for the campaign by Irish Business Against Litter. Despite being told of the type of reports that he had written, the investigating team did not go and look for them. He had written lots of sheets of reports which were completed over a number of months and given to "someone – a girl – in the office" who imputed their contents on to the computer database for a final report, and this report was sent to the Irish Business Against Litter for their yearly litter survey. He had explained this to the investigating team and it was up to them to find his reports. The investigating team never asked him for these reports but he had told the team of their existence and it was then a matter for them to follow up on it. The claimant did not accept that there was no written evidence to support his contention. He had not spoken specifically about his reports at his appeal with the County Manager, as they dealt with different issues at that time.

The claimant confirmed that he had driven to a local town on the evening of 31 August 2006. That day, he had been waiting for a telephone call telling him that an illegal dump at a location in that town had been cleared. The proprietors of a DIY store close to the illegal dump had complained about the dump. The responsibility for clearing the illegal dump had rested on the organisation whose property the dump was on and they had been meant to telephone him that day to confirm that the dump site had been cleared. When he did not get the telephone call, he went to the location that evening to check the situation. When he found that the job had been done, he called to the complainant – the DIY store – and they had thanked him for getting the dump cleared. He had told the investigating team about his visit to the local town on foot of the complaint from the DIY store proprietors. However, he had not told the team the names of the proprietors because he had not known their names at that time. He gave the investigating team specific and detailed information in that he told them that the DIY store was the only DIY store in the town, that it was located directly across the road from the respondent's yard in that town and that it was run by the mother of the owner of the store. He did not give the team the names of the DIY store proprietors because his union representative told him that this was a matter for the investigating team to investigate and he took the view that they had not done this.

The claimant confirmed that by 5 September 2006, he was on notice that he had been accused of gross misconduct. However, he contended that he had provided the investigating team with as much information as possible. He had not provided the names of the proprietors of the DIY store at the appeal hearing because he had not been asked for same. The proprietors had made a specific

complaint to the respondent's office about an illegal dump and their name – as complainants – would have been logged at that time. When asked if it had ever occurred to him to provide the names of the proprietors of the DIY store, the claimant answered in the affirmative. However, he had not known the names of the proprietors at the time of the investigation. He had described the location of the DIY store very well and had been told by his union representative that it was a matter for the investigation team to find out the rest.

Though he was meant to be working on 5 July, the claimant confirmed that he called to his son's school to apply sunscreen to his son. While agreeing that this visit to the school was not work, he had called there as a concerned parent. He did not accept that he had spent significant periods of time at home without showing that he was working there or without producing evidence to prove that he had done work there. He did accept that the investigation team and two appeals had found otherwise. He accepted that the investigation team had found that he had not been fulfilling the terms of his contract of employment. He also agreed that they had also found four cases of gross misconduct against him, and these had been the basis of his dismissal. At the appeal, the County Manager had looked at these four cases of gross misconduct. Two County Managers had upheld the dismissal decision. Nonetheless, the claimant contended that he had complied with the terms of this contract of employment.

In relation to letter dated 16 May 2007 to the claimant wherein a potential employer informed him that he had not been successful at an interview, the claimant agreed that this letter was prior to him being dismissed by the respondent. He also agreed that the evidence of this potential employer to the Tribunal had been that he had been successful at their interview and would have gotten a job from them but they had failed to get a satisfactory reference from him. The name of the person he had given as referee no longer worked for the respondent at the time of the interview. However, the claimant maintained that this named referee had work with him and knew him. It was put to the claimant that if he had supplied a correct reference, he would have secured this alternative employment and so would have suffered no loss. In reply, the claimant said that the potential employer had not been happy with the reference which had been supplied and wanted another one. At that time, he did not know he was going to be dismissed. However, because he was under investigation by the respondent, he had been unable to ask them for a reference. The claimant confirmed that he had not secured alternative employment since the respondent terminated his employment with them.

Closing statements:

In his verbal statement – a written copy of which was also submitted to the Tribunal – Counsel for the claimant made the following points: -

1. Section 6 (6) of the Unfair Dismissals Act, 1977 provides "*In determining for the purposes of this Act whether the dismissal of an employee was an unfair dismissal or not, it shall be for the employer to show that the dismissal resulted wholly or mainly from one or more of the matters specified in subsection (4) of this section or that there were other substantial grounds justifying the dismissal*". The onus of proof is in an employer to show that a dismissal of an employee was fair.

2. there had been an undue and excessive delay of eight to nine months in the investigation of the allegations. This delay was further compounded by the respondent's failure to honour the terms of an agreement, which was compromised between the parties on 15 July 2008.

3. the respondent's failure to allow the claimant cross-examine various named witnesses, including the Private Investigators during the internal investigation was unfair and flawed, and in breach of constitutional and natural justice. Consequently, this failure renders the entire investigative procedure flawed. S.I. No. 146 of 2000 – Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000 – was not complied with in this regard. It was fine that the claimant was provided with written statements of these witnesses and, notwithstanding the Tribunal accepting these documents, the claimant was entitled to cross-examine the people who provided these statements, in person. Serious allegations were made against the claimant, which could have, and ultimately did lead to him loosing his livelihood. The onus was on the respondent to act in a fair and impartial manner. However, the right to cross-examine a witness is a fundamental and constitutional right in all cases, and this right was denied to the claimant. The evidence provided in the statements of the witnesses lead to the dismissal of the claimant. It was the claimant's absolute right to cross-examine them on what they said, so as to elicit facts from them which might be favourable to his case and to cast doubt on the veracity, accuracy or reliability on their evidence.

4. none of the previously named various witnesses were called to this hearing before the Employment Appeals Tribunal so as to be cross-examined. It was the respondent's responsibility to prove that the dismissal of the claimant was fair and so it was their function to secure the attendance of these witnesses at this hearing

5. in the respondent's evidence to the Tribunal, it was confirmed that no formal disciplinary procedure had been invoked against the claimant during the course of his employment, and this was a mitigating factor to his credit.

6. the findings of the internal investigation team were upheld on the following grounds
   - deliberate falsification of records
   - issue of the respondent's property or name
   - bringing the respondent into disrepute, and
   - non-fulfilment of the contract of employment and duties of an Environmental Patrol Warden

   It was accepted that the subject matter of the investigation broadly related to the 31 August 2006. The function of the person who upheld the findings of the investigating team was to review procedures, and not that of investigative procedures. Notwithstanding her function, she telephoned directory enquiries to ascertain the existence of a store which the claimant claimed to have visited. This action in itself was beyond her duty. However, having ascertained that this store did exist, she did not pursue the matter further. This failure supports the claimant's contention that it was a matter to prove that what he said was untrue. In his evidence, the claimant said that this store had existed and that he had provided written reports. As the accuser of wrongdoing, it was for the respondent to show and prove that this was false (e.g. that reports did not exist). Having ascertained that the store existed and having secured a telephone number for same, the person who upheld the findings of the investigative team did not telephone the store and this is a reflection of the manner in which the entire investigation was conducted.

7. the basis of the claimant's dismissal relates to the day of 31 August 2006 and the investigation into his deliberate falsification of records for that day. The claimant

never had any other disciplinary procedures made against him. Accordingly, the sanction of dismissal for gross misconduct was excessive and disproportionate to his actions. While engaging in personal business on that day was stupid, the claimant was at the locations stated in his report on the evening of 31 August 2006. Any sanction has to be proportionate in response to a breach and the appropriate sanction, if one were to be applied in this instance, should only have been a written warning.

8. in relation to the mitigation of his loss, when the claimant was offered alternative employment, he was still in the respondent's employment, though under investigation and so could have secured a reference. Subsequent to his dismissal, he was unable to get such a reference from the respondent. Despite his attempts to secure alternative employment following his dismissal, his previous position as an Environmental Patrol Warden and thus law-keeper would not have made him popular in his seeking another job. Dismissal had put a terrible stigma on the claimant.

The respondent's representative made the following points: -

1. the procedures, which had been established with the agreement of the union and which were in line with S.I. No. 146 of 2000 – Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000 had beenfollowed by the respondent.

2. there is no automatic right to cross-examination as set out in S.I. No. 146 of 2000. The statutory instrument provides that where the source of an allegation is not provided, then their written statement should not be allowed. In his evidence, the claimant admitted that the respondent followed procedures. In fact, the respondent went beyond its own procedures in allowing the claimant the opportunity to make a second appeal against his dismissal.

3. in this case, the respondent looked at all of the allegations made against the claimant and brought four counts of misconduct against him. Section 7.3 of the respondent's grievance and disciplinary procedures provide that if an "investigation upholds a [*one*]case of gross misconduct, the normal consequence will be dismissal."

4. during the course of the investigation, the claimant was afforded every opportunity to reply to the allegations that were made against him. The respondent followed all of its own procedures. The claimant was allowed representation at the meeting and was afforded the opportunity to appeal against the dismissal decision up to the County Manager, and then to make a second appeal to an external party. The respondent contends that the dismissal of the claimant was not unfair.

5. the respondent accepts the onus on it to prove that the dismissal of the claimant was fair. However, the claimant also had the opportunity to bring witnesses to the hearing of this Tribunal case. In his evidence, the Acting Senior Executive Officer of the Human Resources Department told the Tribunal of the fairness of the respondent's procedures. The person who upheld the findings of the investigation team gave evidence of telephoning the store with the telephone number she had gotten from directory enquiries and establishing from the store that they closed at 5.30pm thus contradicting the claimant's claim that he had visited the store at 6.00pm.

6. the respondent relies on section 6 (4) (b) of the Unfair Dismissals Act, 1977 which provides that "*Without prejudice to the generality of subsection (1) of this section, thedismissal of an employee shall be deemed, for the purposes of this Act, not to be anunfair dismissal, if it results wholly or mainly from one or more of the following: theconduct of the employee*". Four cases of misconduct were upheld against the claimantthus the sanction of dismissal was appropriate in the circumstances.

7. the claimant contributed wholly or substantially to his own dismissal. He claimed that on 31 August 2006, he was at home writing reports. However, he was unable to produce some of these reports to the investigating team or to the Tribunal. In his evidence, he accepted that he was at home and this was not in compliance with the terms and conditions of his employment. Accordingly, the sanction of dismissal was proportionate.

8. the claimant had sought the remedy of re-instatement. However, breach of trust goes to the root of the problem in this case. There was an obligation on both the claimant and respondent not to damage the employment relationship. The claimant damaged that relationship by his actions. The case Ud808/2008 was cited as an authority in relation to the appropriateness of the remedies of re-instatement and/or re-engagement. If the Tribunal were to find that the claimant had been unfairly dismissed, the only remedy can be one of compensation.

Determination:

The Tribunal considers that the respondent did adhere to its own procedures. However, the Tribunal is influenced by Counsel's substantially researched and thoroughly argued submission in relation to the significance of the right to cross-examination at all stages in a procedure which could lead to a person's dismissal.

Applying these considerations and taking into account all the evidence adduced at the hearing, including the written evidence put to the Tribunal, the Tribunal finds that the respondent has not established that the dismissal of the claimant was not unfair. Taking into account the contribution of the claimant to his dismissal, by his own conduct, the Tribunal finds that the claim under the Unfair Dismissal Acts, 1977 to 2007 succeeds and awards the claimant compensation in the sum of €50,000.00.

Sealed with the Seal of the
Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)