

EMPLOYMENT APPEALS TRIBUNAL

CLAIM(S) OF:
EMPLOYEE

CASE NO.
UD168/2009
RP163/2009
MN166/2009

against

EMPLOYER

under

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

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr P. Hurley
Members: Mr. P. Casey
Mr D. Mcevoy

heard this claim at Clonmel on 29th January 2010

Representation:

Claimant(s) :

Mr Philip A English, English Leahy, Solicitors, 8 St Michael Street, Tipperary Town

Respondent(s) :

Mr. Ambrose Downey, IR/Hr Executive, IBEC, Gardner House,
Bank Place, Charlotte Quay, Limerick

The determination of the Tribunal was as follows:-

There was a preliminary issue in relation to whether the claimant was precluded from pursuing these proceedings before the Tribunal.

The respondent held that an agreement was reached, at the behest of the union, to pay a redundancy lump sum to the claimant. A severance agreement was drawn up and signed by both parties.

The trade union representative gave evidence that he had negotiated the severance package on behalf of the claimant and had advised him in relation to this package.

The claimant argued that he had signed the agreement under duress as he felt he had been backed into a corner.

The Tribunal has carefully considered the evidence submitted and based on that evidence the Tribunal determines that the applicant is precluded from pursuing these proceedings before the Tribunal by reason of his having signed a Discharge Form accepting certain payments in full discharge of all claims against the respondent.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)

