

**EMPLOYMENT APPEALS TRIBUNAL**

APPEAL(S) OF:  
EMPLOYEE -*Appellant*

CASE NO.  
RP1826/2009  
MN1588/2009

against  
EMPLOYER -*Respondent*

under

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

I certify that the Tribunal  
(Division of Tribunal)

Chairman: Mr D. MacCarthy S.C.

Members: Mr J. Browne  
Mr A. Butler

heard this appeal at Wexford on 2nd July 2010

**Representation:**

Appellant: In Person

Respondent: The directors of the company

**The decision of the Tribunal was as follows:**

The appellant commenced his apprenticeship with the respondent company on the 18<sup>th</sup> February 2005.

Respondent's Case:

It was the respondent's case that prior to the appellant's block release in April 2007; he was informed that due to a shortage of work the company did not have a position for him to return to. He was issued with a P45 in April 2007.

Subsequently, when the appellant had completed his block release he telephoned the company a number of times seeking work. A vacancy arose by the end of July 2007 and the respondent was in a position to offer work to the appellant from August 2007. An offer of this work was made to the appellant in June 2007. The appellant produced a document for the director to sign stating that the company would provide him with work until he had completed his apprenticeship. The director signed and dated this document on 20<sup>th</sup> June 2007. The appellant was not entitled to minimum notice as he was on a fixed-term contract, which stated that his employment would automatically terminate upon the completion of his apprenticeship. The appellant did not sign or accept these conditions.

On the 5<sup>th</sup> June 2009 the director received a telephone call from Fás stating that the appellant's

apprenticeship had come to an end. An email dated 12<sup>th</sup> June 2009 from Fás confirmed this to the director. The director wrote letter dated 12<sup>th</sup> June 2008 to the appellant formally confirming that the appellant's employment would cease by reason of termination of his fixed term/specific purpose contract as of 5<sup>th</sup> June 2009.

The director spoke to Fás again when the appellant disputed the date of qualification. The director stated that if the appellant had qualified in April 2009 (as he alleged) than he would have been paid the qualified rate of €700.00 per week immediately. The appellant was let go by virtue of the fact that he had completed his apprenticeship.

Appellant's Case:

It was the appellant's case that his employment was terminated without notice on 5<sup>th</sup> June 2009 and his P45 was dated 12<sup>th</sup> June 2009. He was the only employee let go on that date.

The appellant confirmed that he was let go in April 2007 when he went on block release but stated that he did not receive a P45 at that time. When the respondent subsequently offered the appellant work he consulted a solicitor who prepared the document for the director to sign.

It was the appellant's case that Fás had confirmed to him that his date of certification date was the 10<sup>th</sup> April 2009 and that he was qualified from that date. The appellant accepted that he was not paid a qualified rate from that time but he was content just to have work.

**Determination:**

The Tribunal carefully considered the evidence adduced at the hearing. The Tribunal was satisfied by the details given by the respondent; that the appellant's apprenticeship terminated by virtue of the end of his apprenticeship rather than due to a redundancy situation. The appeal under the Redundancy Payments Acts, 1967 to 2007, fails.

The Tribunal finds that relevant notice was not provided to the appellant. The Tribunal notes that this was due to the short notice given to the respondent company about the appellant's qualification date. The Tribunal is satisfied that the document signed by a director of the company bridges the gap in service and awards the appellant the sum of €1,116.00 to the appellant (being the equivalent of 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)