

EMPLOYMENT APPEALS TRIBUNAL

APPEAL(S) OF:
EMPLOYEE – *appellant*

CASE NO.
TE158/2009

against the recommendation of the Rights Commissioner in the case of:

EMPLOYEE
v
EMPLOYER – *respondent*

under

TERMS OF EMPLOYMENT (INFORMATION) ACT, 1994 AND 2001

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr P Hurley

Members: Mr W O'Carroll
Ms H Henry

heard this appeal at Galway on 19th October 2010

Representation:

Appellant(s): In person

Respondent(s): In person

This case came before the Tribunal by way of an employee appealing the decision of a Rights Commissioner (ref: r-074242-te-09) under the Terms of Employment (Information) Act. 1994 and 2001.

The decision of the Tribunal was as follows:

The appellant contended that he had not received a written contract of employment. On November 23rd 2005 he signed a notebook. His English was not good and he saw his friends names on the same page so he signed, but he contended that he was never provided with a copy of a contract and that he never signed a contract.

A witness for the respondent gave evidence that as the appellant's English was poor she got him to sign in a notebook to acknowledge that he had received a copy of the contract. He said he didn't understand so she gave him a copy of the contract and told him to get it translated and bring it back to her. She understood that it would have been discriminatory to have the contract translated for

him. She believed she had fulfilled her obligations under the Act by having him sign in the notebook that he had received a contract.

Determination:

Having reviewed all the evidence the Tribunal is persuaded by the evidence of the appellant that he was not given a contract of employment or notified of the terms of his employment on November 23rd 2005 when he met his employer. The appellant stated that he signed a notebook acknowledging that he had received the contract, but that he did not receive a copy of the contract. The respondent's evidence was to the effect that they furnished the appellant with a contract but did not include a clear statement that the appellant signed any contract. Accordingly, the Tribunal finds that a breach of Section 3 of the Act has occurred and therefore overturns the decision of the Rights Commissioner and awards the appellant €1,000 (one thousand euro).

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)