

## EMPLOYMENT APPEALS TRIBUNAL

APPEAL OF:  
EMPLOYEE

CASE NO.  
RP2603/2009

against

EMPLOYER

under

### **REDUNDANCY PAYMENTS ACTS, 1967 TO 2007**

I certify that the Tribunal  
(Division of Tribunal)

Chairman: Ms K. T. O'Mahony B.L.

Members: Mr J. Hennessy  
Ms S. Kelly

heard this appeal at Clonmel on 12th November 2010

### **Representation:**

Appellant : In person

Respondent : Raymond Anthony & Co., Chartered Accountants,  
5 Castle Street, Carrick On Suir, Co. Tipperary

The decision of the Tribunal was as follows:

The agreed facts of this case are that the appellant commenced employment with the respondent in June 1988 and worked continuously on a fulltime basis up to early October 2001. Due to health concerns and ongoing medical treatment he was unable to work for the following four years. During that period contact was maintained between the appellant and the respondent. The respondent had expected him to return to work at some stage. In October 2005 the appellant recommenced work on a part-time basis up to late December 2008 when he lost his employment by way of redundancy. The respondent then furnished him with a redundancy payment based on his service from October 2005 to his date of termination. The Tribunal is satisfied that the appellant received his redundancy payment for that period.

It was the respondent's understanding that the appellant's service had been broken by reason of the appellant's aforementioned absence between October 2001 until October 2005 and therefore he had no liability to the appellant for any earlier employment. The appellant argued that the interruption in his service by reason of his health problems had not broken his continuity of service and that therefore he was entitled to a redundancy payment in respect of the full period from 13 June 1988 to the termination of his employment by reason of redundancy in December 2008.

## **Determination**

The effect of paragraph 5 (a) (i) of schedule 3 of the Principal 1967 Act as substituted by section 12 of the 2003 Act is that where an employee's period of service has been interrupted for any period by reason of sickness the employee's continuity of employment is not broken. The said paragraph 5 (a) (i) of schedule 3 applies to redundancies notified or declared as and from 10 April 2005 (see S.I. No.77 of 2005). Accordingly, the Tribunal finds that the appellant had continuity of service with the respondent from the date of his commencement in the employment on 13 June 1998 to December 2008 and was entitled to a redundancy payment in respect of the entire period based on his normal weekly remuneration on the date on which he was declared redundant (see paragraph 13 of the said schedule 3) Thus, appeal under the Redundancy Payments Acts, 1967 to 2007 succeeds and the appellant is awarded a redundancy lump sum under those Acts and based on the following:

Date of Birth: 31 December 1957  
Date of Commencement: 13 June 1988  
Date of Termination: 3 October 2005 (for the purposes of this case)  
Gross Weekly Wage: €190.00

This award is made subject to the appellant having been in insurable employment during the relevant period in accordance with the Social Welfare Acts.

The Tribunal is satisfied that the appellant received a redundancy payment for the outstanding duration of his employment.

Sealed with the Seal of the

Employment Appeals Tribunal

This \_\_\_\_\_

(Sgd.) \_\_\_\_\_  
(CHAIRMAN)

