

EMPLOYMENT APPEALS TRIBUNAL

CLAIM(S) OF:
EMPLOYEE
- *claimant*

CASE NO.
MN2188/2009

UD2359/2009
WT1002/2009

against
EMPLOYER
- *respondent*

under

MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2005
ORGANISATION OF WORKING TIME ACT, 1997
UNFAIR DISMISSALS ACTS, 1977 TO 2007

I certify that the Tribunal
(Division of Tribunal)

Chairman: Ms N. O'Carroll-Kelly BL

Members: Mr M. Noone
Mr A. Butler

heard this claim at Wicklow on 27th January 2011

Representation:

Claimant(s) : Jean Connors & Co, Solicitors, 48 Main Street, Bray,
Co. Wicklow

Respondent(s) : In Person

Determination

The claimant was employed by the respondent from October 2006 until December 2007 on a fixed term contract. She was then employed on a 2nd fixed term contract from 1 January 2008 until 31 December 2008. It was agreed that her 3rd fixed term contract was under negotiation from January 2009 until 31 March 2009. This new fixed term contract was offered to her on 1 April 2009 to run until 31 December 2009. The claimant was unhappy with the terms and conditions of this contract and refused to sign it. However her employer allowed her to remain in employment under her old terms and conditions until 30 April 2009 when the respondent made her redundant. The Tribunal

finds that as the claimant refused to sign her 3rd fixed term contract she was not unfairly dismissed and her claim under the Unfair Dismissal Acts 1977 to 2007 fails.

No evidence was adduced in relation to the claim under the Minimum Notice and Terms of Employment Acts 1973 to 2005. Accordingly this claim must fail.

Witness for the respondent accepted that the claimant did not receive her full holiday entitlements under the Organisation of Working Time Act 1997. The Tribunal accepts the evidence in this regard and awards the claimant the sum of €406.00 under the said Act.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)

