

EMPLOYMENT APPEALS TRIBUNAL

APPEAL(S) OF:
Employee

CASE NO.
RP1716/2010
MN1217/2010

against

Employer

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: Ms. M. Levey BL

Members: Mr. J. Flanagan
Ms. M. Maher

heard this appeal in Dublin on 6 April 2011

Representation:

Appellant(s):
Mr. Ian McDonnell, TEEU, 6 Gardiner Row, Dublin 1

Respondent(s):
No legal representation

The decision of the Tribunal was as follows:-

The appellant claimed that his employment, which commenced on 3 January 2007, ended without notice by reason of redundancy on 26 February 2010. His gross weekly pay was €525.72.

The respondent's contracts manager (hereafter referred to as SK) did not dispute the appellant's entitlement to a redundancy lump sum but said that the respondent directed the appellant to the Social Insurance Fund. SK stated that the respondent had not ceased trading but that there were no funds in the respondent to pay redundancy.

With respect to the minimum notice claim SK stated that the respondent had given the appellant two weeks' paid notice on 12 February 2010. However, SK conceded that the appellant's notice had not been given in writing.

Regarding the minimum notice claim the appellant stated that he had not been given notice on 12 February 2010 but rather on 26 February 2010 when his employment ended.

The appellant's representative submitted that notice would normally be given in writing. SK submitted that there was no legal requirement that notice be given in writing.

Determination:

Under the Redundancy Payments Acts, 1967 to 2007, the Tribunal finds that the appellant is entitled to a redundancy lump sum based on the following details:

Date of birth:	02 May 1988
Date of commencement:	03 January 2007
Date of termination:	26 February 2010
Gross weekly pay:	€525.72

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

Regarding the minimum notice claim, the Tribunal was faced with a direct conflict of evidence which the respondent could have avoided by giving notice in writing. In the absence of this best practice which all employers could follow to avoid subsequent conflicts of evidence (if not just as a courtesy to its employees) the Tribunal prefers the evidence of the appellant in the circumstances of this case. Allowing the claim lodged under the Minimum Notice and Terms of Employment Acts, 1973 to 2005, the Tribunal awards the appellant the sum of €1,051.44 (this amount being equivalent to two weeks' gross pay at €525.72 per week).

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)