

EMPLOYMENT APPEALS TRIBUNAL

APPEAL(S) OF:
EMPLOYEE -*Appellant*

CASE NO.
TE151/2010

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

EMPLOYER - *Respondent*

under

TERMS OF EMPLOYMENT (INFORMATION) ACT, 1994 AND 2001

I certify that the Tribunal
(Division of Tribunal)

Chairman: Ms J. McGovern B.L.

Members: Mr D. Peakin
Mr F. Barry

heard this appeal at Dublin on 17th February 2011

Representation:

Appellant:

Respondent: Sherwin O'Riordan, Solicitors, 74 Pembroke Road, Dublin 4

The decision of the Tribunal was as follows:

This case came before the Tribunal by way of an employee (the appellant) appealing a Rights Commissioner recommendation reference: r-084537-te-09/DI.

It was the appellant's case that the company was in breach of Section 3(1) of the Terms of Employment (Information) Act, 1994. The appellant had commenced his employment with the respondent company on 21st May 2008. He agreed that he had signed a temporary contract but he had returned the signed document to the office and had not been provided with a copy of the contract.

During cross-examination the appellant agreed that the letter from the company dated 20th May 2008 set out many of the terms and conditions of his employment but he noted that it was not a contract of employment. He accepted that he had signed a health and safety statement but he was not given a copy of this document either.

It was the company's case that an induction pack is provided and explained to each employee. The employee of the company who provided the appellant with the induction pack and contract of

employment was not available to give evidence. The Financial Controller and Operations Director gave evidence that it is company policy to provide copies of the employment documents to the employee. He noted that the appellant had signed many documents setting out certain terms and conditions of his employment. These documents were opened to the Tribunal. It was the company's case that a written statement was provided to the appellant within the stipulated time frame.

Determination:

Section 3(1) of the Terms of Employment (Information) Act, 1994 states an *“employer shall, not later than 2 months of the commencement of an employee’s employment with the employer, give or cause to be given to the employee a statement in writing containing....particulars of the employee’s employment.”*

The Tribunal was not satisfied from the evidence presented that the respondent company had provided the appellant with a written contract of employment outlining in full the terms and conditions of his employment. Therefore, the Tribunal awards the appellant the sum of €1,500.00 under the Terms of Employment (Information) Act, 1994 and 2001. The Tribunal therefore upsets the recommendation of a Rights Commissioner reference: r-084537-te-09/DI.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)