

## EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF:  
EMPLOYEE

*-claimant*

CASE NO.  
MN2076/2009

against

EMPLOYER *-respondent*

under

### MINIMUM NOTICE AND TERMS OF EMPLOYMENT ACTS, 1973 TO 2005

I certify that the Tribunal  
(Division of Tribunal)

Chairman: Ms N. O'Carroll-Kelly BL  
Members: Mr. D. Winston  
Mr T. Brady

heard this claim at Dublin on 24th November 2010

Representation:

Claimants: In person

Respondent: In person

**Determination:**

The Tribunal heard evidence from both parties.

The claimant agreed that he did receive written notice from the employer, and indeed in his own evidence opened the letter of notice to the Tribunal. The claimant contended that he worked his notice period and exceeded his notice period. The date of his notice passed and he did not get a

Having carefully considered the evidence of both parties the Tribunal makes the following determination.

“An extension of the notice period, however made, or a continuation in employment after the expiry date of the notice, does not in law have any effect on the lawfulness of the notice”, (Murphy J Waterford Multiport). Therefore the claimant could not in law be considered to be re-employed and as a result his claim under the Minimum notice act must fail. Accordingly the claim under the Minimum notice and Terms of Employment Acts, 1973 to 2005, is dismissed.

It must be noted that the respondent witness gave evidence that they had kept the claimant on in work because they found that they had work for the claimant. And by keeping the claimant on the

claimant equalled or surpassed two years service, which entitled the claimant to a statutory lump sum. They paid the claimant his Lump sum.

Sealed with the Seal of the

Employment Appeals Tribunal

This \_\_\_\_\_

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