

EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF:

CASE NO.

EMPLOYEE

UD178/2011

RP222/2011

against

EMPLOYER

under

REDUNDANCY PAYMENTS ACTS, 1967 TO 2007 UNFAIR DISMISSALS ACTS, 1977 TO 2007

I certify that the Tribunal
(Division of Tribunal)

Chairman: Ms. O. Madden B.L.

Members: Mr. F. Cunneen

Mr. N. Dowling

heard this claim at Dublin on 4th May 2012

Representation:

Claimant:

Ms Joan Donegan, IFUT, 11 Merrion Square, Dublin 2

Respondent:

Ms Maeve McElwee, IBEC,

Confederation House, 84/86 Lower Baggot Street, Dublin 2

Background:

At the outset the claimant withdrew her claim under the Unfair Dismissals Acts, 1977 to 2007.

The claimant was employed by the respondent in various roles from 1st October 2001 to 30th June 2010, at which time the post she was then employed in became redundant.

The first written contract of employment given to the claimant was effective from 9th May 2005 and ran to 9th July 2005. This contract was for Summer Intern.

The second written contract of employment covered a period from 1st October 2006 to 31st July 2007 and was for the position of Lecturer/Course Director of the Post Graduate Music and Media Technology Programmes. This contract was extended 3 times as follows. 1st August 2007 to 31st July 2008, 1st August 2008 to 31st July 2009 and finally by a letter dated 16th July 2009 which stated that "this extension is with effect from 1st August 2009 terminating upon the appointment of a contract of indefinite duration Lecturer in the Postgraduate Music and Media Technologies Programme".

Based on these contracts of employment the respondent acknowledged that the claimant was entitled to a contract of indefinite duration. Therefore when the post in which she was employed became redundant on 30th June 2010 the respondent was liable to pay the claimant a redundancy lump sum.

However, in consequence to a Rights Commissioners Decision Ref: FT81456/09/MR the respondent re-engaged the claimant to the position of Part Time Lecturer on the Music and Media Technologies Programme. This was the position which the claimant held prior to receiving written contracts of employment.

Respondent's position

The respondent's position on the claim, in relation to redundancy, now before the Tribunal was that the claimant was due a redundancy payment based on the period from 9th May 2005 to 30th June 2010. The position she held prior to that period had simply been suspended until the claimant was re-engaged from 1st August 2010.

Claimant's position

The claimant contended that the redundancy lump sum ought to have been based on her entire period of employment, with the respondent, prior to being made redundant on 30th June 2010.

Her appointment to the position of Part Time Lecturer on the Music and Media Technologies Programme on 1st August 2010 was an entirely separate matter and was not a re-engagement to a previous position.

Determination

It should be noted that the claim under the Unfair Dismissals Acts 1977 to 2007 was withdrawn by the claimant.

The Tribunal carefully considered the evidence and submissions made in relation to the claim for redundancy for the period 1st October 2001 to 8th May 2005. The Tribunal is satisfied that a redundancy payment does not apply for this period. Accordingly the claim under the Redundancy Payments Acts 1967 to 2007 fails.

Sealed with the Seal of the
Employment Appeals Tribunal

This _____
(Sgd.) _____
(CHAIRMAN)