

## EMPLOYMENT APPEALS TRIBUNAL

**APPEAL OF:**

**CASE NO.**

EMPLOYER - *Appellant*

TE18/2012

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

EMPLOYEE - *Respondent*

under

### **TERMS OF EMPLOYMENT (INFORMATION) ACT, 1994 AND 2001**

I certify that the Tribunal  
(Division of Tribunal)

Chairman: Ms K.T. O'Mahony BL

Members: Mr D. Hegarty  
Ms. H. Kelleher

heard this appeal at Cork on the 12 November 2012

### **Representation:**

Appellant: Ms M. McKenna B.L. (Instructed by - Ms. Debra Delahunt, Arthur Cox Solicitors Earlsfort Centre, Earlsfort Terrace, Dublin 2)

Respondent: Mr S. Roche B.L. (Instructed by Brian Long Solicitor, Emmett House, Barrack Square, Ballincollig, Co Cork)

The decision of the Tribunal was as follows:-

This case came before the Tribunal by way of an employer's appeal against the decision of the Rights Commissioner ref: r-109211-te-11/GC.

Hereafter the appellant is referred to as the employer and the respondent as the employee

### **Summary of Evidence**

The employee commenced employment with the respondent on the 17 December 2007 at the age of 16. She was not interviewed for the part-time job as she was recommended by her mother's friend, who also worked for the employer. On the day she started work she was met by a manager who introduced her to other employees and assigned her work. She was not given any documentation regarding her employment and was not asked to sign

any documentation regarding her employment other than an application form which she completed. She provided her bank account details (for payment purposes).

Her position in cross-examination was that she could not recall receiving or signing a contract of employment and denied that another manager (AM) never held a meeting with her nor discussed her contract with her. She accepted that a contract of employment produced by the respondent, at the hearing bore her signature; even though she could not recall signing a contract of employment it was possible that she did sign it. She remembered meeting AM in the canteen; he came and asked her to sign documents and he never sat down. She never knew what she had signed and denied ever receiving a copy of her contract of employment. She denied that she had been given time to read the company handbook.

The employer's position was that AM held a meeting with the employee in the staff canteen on the 14 December 2007. He read through the employee's contract of employment with her, gave her an opportunity to ask questions about it, she signed it and AM then copied the document in a nearby office for her. The meeting lasted over thirty minutes and during it AM gave the employee the company handbook to read and return as well as obtaining her completed application form, a pay path form signed by her and an acceptance form. While the acceptance form states "I have received a summary of the main rules on employing people under 18 years of age (Protection of Young Persons Act, 1996)" AM accepted that he had not provided that document to the employee.

### **Determination**

The Tribunal accepts the employer's evidence that a contract of employment had been furnished to the employee. The employee accepted that the contract of employment produced by the employer bore her signature. The appeal succeeds and the decision of the Rights Commissioner is upset.

Sealed with the Seal of the

Employment Appeals Tribunal

This \_\_\_\_\_

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