

Adverse Trading Conditions and a Bun in the Oven at the local Cafe

Jane Deer was employed on 1st Nov. 2007 to work in the local Cafe for 30 hours and €250.85 per week. On 14th May 2008 during a visit to the doctor she was happy to learn that she was pregnant. She shared her good news with her boss on the same day. Three days later he called her in and told her that because of adverse trading conditions he was giving her one week's notice.

On approaching the employer at a later date he claimed that absolute inability to pay further wages because of the state of the business was his only reason for the termination.

What rights are at stake? And what is the solution?

A Get To .. out of here

Agata Ciebien began work in April 2007 at Two for One Pizza Ltd trading as Soul Kitchen, at TESCO Greystones.

In June 2007 she found out she was pregnant. When the manager found out about it he commented adversely. In August he complained about the cleanliness of the premises and told her that since becoming pregnant she had been lazy in her work. He also accused her of picking her nose, but he had not tried to find out if it was true. There was a row and he told her "to get the f out". She was sent her P45 the following month.

She gave birth in March but was not entitled to Maternity Benefit because of her short employment.

Summer 2008: Walking in the Rain

Carly Shipwright was employed on 7th April 2008 by a large firm as an administrator. She understood from the interview and induction that from time to time the job might require the odd visit to the bank or post. The written contract of employment was professional with sections on discipline, notice (one month in case of termination) etc.

Two weeks into the employment management began to question her level of understanding of instructions and repeatedly asked her if she understood. She was then required to go to other buildings of the company to collect documentation. This task was accomplished on foot and took an hour. It was to be carried out twice a day. After a number of wettings Carly argued that it was not a task that she could reasonably expect as an administrator and as it would impact on her health she would like some other arrangement for collecting the documents. The company said that it was a core duty of her job and that from the beginning the job was built around this core duty. She persisted in asking for a solution to the dilemma. They asked her directly if she was refusing to carry it out. She had hitherto not refused to carry it out but answered that she wanted to work out a different way of accomplishing this task.

She was dismissed her on the 4th July on the grounds that her refusal to carry out that task constituted gross misconduct and paid her one weeks wages in lieu of notice.

Employed, Leased and Released

Charles Novak was employed on 11th August 2007 by Perfect Recruitment Ltd. He was supplied by this agency to Fast Post Ltd where he worked happily until an accident at work required him to take sick leave on 12th October 2007. After six months on sick leave he was to transfer to disability allowance. When he sought his P45 from his employer he found out that he was no longer employed. He wants his P45 and he seems to think that Perfect Recruitment Ltd is no longer in business under that name.

Then there was...

The woman who worked for Easy Recruitments for over a year, going fine, and then got a text message to say there was no more work for her (her daughter who worked for the same company but it was called Crosswaters Service). She wanted to claim holiday money, payment for a bank holiday, a P45, and was paid a different rate for the same work) as well, asked if a solicitor would be good for this.

The Bouncing Cheques

Mary Chimes worked as an administrator in Builders Suppliers business from July 2006. Things went well. During 2007 she began to save for a personal project and cut down on her living expenses. To reduce her spending she did not bank her wage cheques from May 2007. In September 2007 when she tried to bank them she found that they bounced. At this point she had a bereavement in her home country and wished to return to the funeral. She had to plead for her previous week's salary to finance this trip. On her return she sought her unpaid wages. When no money was forthcoming she left the job on 20th September.

She applied to the Rights Commissioner under the Payment of Wages Act and Minimum Notice and Terms of Employment Act for redress. The employer did not attend the hearing and she was awarded €4,800 in arrears of wages and €400 for notice of termination. The employer has not paid over any monies.

Break for the Border

Micko Cisco was employed in May 2007 as a basic operative by a Building Company with an 'office' (an agent with an apartment and mobile phone) in Dublin. The headoffice is in Newry.

He is deployed to the many different sites on which his employer has contracts. He is a good worker, capable of skilled work, speaks English well has good contacts with the foremen and has no trouble getting assignments.

He sometimes experiences delays from a few days up to two weeks in receiving his pay cheques. Sometimes there is no payslip with his paycheque. He quite often works, for example, 41 hours in the week, and is marked down for 39.5 on his payslip. The amount of pay varies so that it is unclear if the hours or the payment rate are right. Deductions are made for a pension but the Pensions organisation does not recognise his name. He did not get any holiday pay since he started. He wants but did not get a P60 at any point.

On approach, the boss he said his contractors do not always paid up on time so that there has to be a certain amount of give and take with his employees. He would be talking to Micko at the end of the following week and sort out the differences.

The boss paid the holiday pay but Micko is still fed up with the unclarity around his payments.

Fair days pay for a fair days work

Bertie Grosky was offered a full time job – 39 hours a week. He began on 8th November 2007. Things went fine for a time. Then there were days when he got no work and was not paid for them. His hours of work became irregular. He was given lump sums of payment that bore no relations to the time he had worked. He claimed that he was owed €1000 in pay when he was let go on the 4th December 2007. After argument the boss sent him a cheque for €500. some time later after further argument he sent a cheque for €37.17. On badgering the boss for his P45 so that they could claim social welfare and finally avoid emergency tax in his next job the boss gave him a P45 with the wrong name.

On approaching him the boss argued that he was no good as a worker and was often sleeping on the job. He said that he was willing to pay a fair wage in return for a fair work. Fair is fair.

The Sisters

Marcelino Valenciano was employed by a Cleaning Company in October 2007 along with four other mates. His contact with the company was Kate who would contact him by mobile phone with his job assignment. There were cleaning jobs in private homes and in companies. She would go to him at the end of the week with his weekly cheque as she did with the other four. After two months the cheques began to bounce and even not arrive at all. In January the arrangement came to an end and there was no cheque for the last weeks work. He got no payslips nor a P45.

On approaching the employer she claimed that she had given the cheques to one of the companions, Roger, to pass on to the others and that the row was between the two of them.

Articulate Shic

Worked for a hotel, one of an international chain. She complained of continual hassle at work with faultfinding, requiring overtime and understating hours worked on the timesheet. It affected everybody but because she had left the job she could talk about it but she could supply a contact who would give more details. She mentioned that she was not paid for hours worked and had not been paid at all for one week.

On representing the case to the manager he immediately agreed to pay the one week. On representing that it wasn't just eight hours a day but that she should be paid for nine hours a day he said that he must consult the timesheet. On doing so he immediately agreed that this was the case. The money was paid into the ex employees account and no more was heard.