Unfair Selection for Redundancy – 5

This issue arose in ADJ000022899.

The Adjudication Officer referred to provisions of Section 6 (1) and Section 6 (3) which are the relevant provisions relating to a dismissal as a result of redundancy. The Adjudication Officer referred to the case of Student Union Commercial Services Limited –v- Traynor UDD1726 and Tolerance Technologies Limited –v- Foran UDD1638.

The Adjudication Officer held that she was satisfied based on the evidence that a redundancy situation did exist. The Adjudication Officer held that the evidence before her showed that the manner in which the employee was dismissed involved the minimum if any consultation. The employer put a decision rather than a proposal to the complainant, She stated that it seemed that any discussion, and these related to mainly the outstanding payments and severance agreement came after the decision to make the employee redundant. There was no engagement with the employee as regards alternatives which might exist. The employee was not given an opportunity to make suggestions as to why she should be retained or any alternatives that might be considered.

This is a useful case for restating the law on this matter. It is a matter for employers to make sure that even in a redundancy situation that there is no pre-determination. That employees are given their right to put forward effectively a defence as to why they should not be dismissed, That the relevant information is given to them and that they have the opportunity of going through same and having their side of the story listened to. It may not change anything, That to an extent is irrelevant. What it is is the employee gets a fair hearing and a fair opportunity to put forward why they should not be selected for redundancy.