



Unfair Dismissal *

In Case ADJ864 the Adjudication Officer in this case has given an extremely lengthy overview of the legislation amounting to some twelve pages. It concerned a Solicitor and a Public Body. The Adjudication Officer determined that the Adjudication Officer did not consider reengagement or compensation to be appropriate but instead directed that the Respondent employer issue the complainant with a renewed fixed term contract of one year duration on the terms and conditions on which she was employed before her dismissal.

We find this decision somewhat strange in that Section 7 provides for redress being reinstatement, reengagement or compensation. These are the only options. A further part of this case which is interesting is that the Adjudicator did point out that no case has been taken under the Fixed Term Legislation.

If such a claim had been brought the decision did discuss the issue as to whether a contract of indefinite duration could be awarded where there was a government moratorium on recruitment. We would think that it is difficult to see how much an argument could be sustained particularly as the Fixed Term Legislation was introduced through European Legislation.

We would recommend anybody involved in Unfair Dismissal cases, particularly where there are renewals of Fixed Term Contracts to read this decision as it is an extremely comprehensive decision on the law.

***Before acting or refraining from acting on anything in this guide, legal advice should be sought from a solicitor.**

****In contentious cases, a solicitor may not charge fees or expenses as a portion or percentage of any award of settlement.**