

Gloria Dunbar v Dunnes Stores (Bangor) Ltd

Settlement of age discrimination proceedings brought in the Industrial Tribunal which settled on 9 September 2015.

The Claimant was referred to the Commission by Kristina Murray Solicitors.

Summary

The Claimant was employed as a security manager with the Respondent from 2005 until her employment was terminated in 2014.

At the time of bringing this case was 63 years of age.

When the Claimant commenced employment with the Respondent her letter of appointment stated that the retirement age was 60. However, she later received a staff handbook which stated that the retirement age was 65. The Respondent confirmed during the Tribunal proceedings that they have a retirement age of 60.

The Claimant became 60 in December 2011. Prior to this, in November 2011 she had a meeting with a Human Resource Manager. The Claimant was asked what her intentions were in terms of continuing in the Respondent's employment beyond the age of 60. The Claimant told the Manager that she wanted to continue working until she was 65. The Claimant was asked to put this in writing which she did. The Claimant was told that after she turned 60 she would be employed on a fixed term contract from one year and that the situation would be reviewed each year. The Claimant alleged that the reasons for this change to a fixed term contract were not explained to her.

Shortly before the Claimant reached 61 in 2012, she was called to another meeting with Human Resources and once again asked what her intention were in relation to continuing in employment after the expiry of her fixed term contract in December 2012. The Claimant once again confirmed that she wished to work until she was 65. The Claimant was asked to confirm this in writing and once again she did so.

In June 2013 the Claimant was called to Human Resources again and asked about her intentions of working beyond the expiry of her fixed term contract in December 2013. The Claimant again confirmed that she wished to work until she was 65. She was asked to confirm that she wanted to continue working after the fixed term contract expired and she did so again.

In 2014 the Claimant was not contacted by anyone about whether or not she wished to continue working for the Respondent beyond the expiry of her fixed term contract. However, at a meeting with the Area Manager in September 2014 the Claimant alleged that he mentioned she was of retirement age and asked what she intended to do at the

end of her contract. The Claimant alleged that she told him she wished to work until she was 65. She was not asked to confirm her intentions in writing.

In October 2014 the Claimant received a letter from the Respondent advising her that her retirement date was December 2014 and that her P45 would be forwarded to her on that date. The letter did not mention the option of continuing in employment beyond the expiry of her fixed term contract.

The Claimant immediately contacted her Store Manager about the letter. The Respondent then sent her a letter advising her that no requests had been received from her that year requesting an extension to her contract which was due to expire in December 2014.

The Claimant was very unhappy with this response. In previous years the Respondent had contacted her to ascertain her intentions and it was only after meeting Human Resources each year that she confirmed her intention in writing. She had not received any such contact from Human Resources in 2014. Further the Claimant notes that in 2012 she did not provide written confirmation of her intention to continue in employment until November 2012. In addition she had told her Area Manager in September 2014 that she intended to work until she was 65.

The Claimant tried to seek help from Human Resources and other senior staff but was advised that the decision had been made.

The Claimant's employment was terminated in December 2014. The Claimant believed that no-one was recruited into the security manager role since her employment was terminated.

The Claimant was very aggrieved and upset by the treatment she received. She noted that prior to her employment being terminated, she was one of 5 security managers employed by the Respondent in Northern Ireland. The other 4 security managers were significantly younger than her and none of them were on fixed term contracts and none had their employment terminated. In addition, in the store where the Claimant worked there were 6 other managers who were all younger than her. None of them were on fixed term contracts and none had their employment terminated.

The Claimant believed that she was subjected to unlawful age discrimination, that her employment was terminated because she was an older worker. The Claimant also alleged that she had been unfairly dismissed as the Respondent had not followed the statutory dismissal procedure and simply terminated her employment at the end of her fixed term contract.

The Respondent agreed to pay the Claimant £40,000. In payment of the settlement sum the Respondent did not accept that it acted in breach of equality legislation and had no hesitation in reaffirming its commitment to the principles of equality.

The Respondent agreed to liaise with the Equality Commission in relation to the development of its policies, practices, training and procedures on equality of opportunity and in particular age discrimination. The Respondent undertook to consider and where appropriate implement any reasonable recommendations made by the Commission.