

Alexandra Wallace v Church of Ireland Diocese of Derry and Raphoe

Sex discrimination proceedings brought in the Industrial Tribunal which settled on 10 November 2016.

Summary

The Claimant is a woman who was employed by the Respondent as an Administrative Assistant.

She was made redundant on 29 January 2016. The Claimant believes that she was unfairly selected for redundancy because of her sex.

The Claimant was employed by the Respondents for 19 years. When she commenced employment her duties were mainly administrative but over a period of time she assumed additional responsibilities including accounting and auditing duties. In 2008 she became qualified as an Accounting Technician.

In October 2015, following the decision of the male Diocesan Secretary to retire, a review team was set up to review the makeup of the organisation. In October 2015 a job was advertised for the post of Diocesan Accountant/Administrator. This was to replace the post of Diocesan Secretary. The Claimant only became aware of the advertised position one week after the closing date when she discovered that the interviews were to be held on 12th November 2015. The advert for the position did not appear on the Diocesan website or the website of the Church of Ireland which would have been normal practice. The post was not advertised internally. The Claimant believed that she would have been capable of the role. After obtaining advice, the Claimant wrote a letter to the Respondent and was granted an interview. A male candidate was selected for the post.

On the 5th January 2016 the Claimant was given a letter informing her of the possibility of her position being made redundant and that a consultation period was to begin. The Claimant had two consultation meetings and was dismissed on 14 January 2016 due to redundancy. She appealed the decision and had an appeal hearing on 27 January 2016. She was informed that the decision to terminate her employment had been upheld.

The Claimant believed that the panel were just “going through the motions” to complete the process as quickly as possible and that the decision had been pre-determined.

The Respondent agreed to pay, without admission of liability, to the Claimant £16,000. If the Claimant suffered any distress and upset by reason of her selection for redundancy the Respondent wished to make clear that this was not the Respondent's intention. The Respondent recognized that during her employment the Claimant was a valued employee and agreed to provide a reference on company headed notepaper in the terms agreed. Furthermore, it agreed that should direct contact be made by prospective employers, all information provided by the Respondent shall be in accordance with the reference agreed. The agreement was entered into in the spirit of conciliation and each party agreed not to make derogatory comments about the other.

The Respondent affirmed its commitment to the principle of equality of opportunity in employment. The Respondent undertakes to liaise with the Equality Commission for Northern Ireland to allow the Commission to review its policies, practices and procedures relating to recruitment and redundancy. Further, the Respondent agreed it will take reasonable steps to implement any reasonable recommendations the Commission may make which may include the training of those involved in the processes of recruitment and selection of employees for redundancy.