

Dundalk is the latest to have a Rotaract Club, which is the junior version of the Rotary Club, catering for men and women aged 18 to 29.

The formal recognition of the new club took place on Saturday night last with the handing over of the Charter, issued by Rotary International in Switzerland, by the District Governor of Rotary in Ireland, Billy O'Reilly, to the Dundalk club's first president, Adele McGahon.

Celli O'Donoghue, president, Dundalk Rotary Club, who hosted the Charter Night in the Glendevlin Hotel, commented that much preliminary organisation had to be accomplished before formal recognition could be accorded by Rotary International.

He praised the new members and the committee of Rotarians who had worked hard over recent months preparing for Charter Night, and explained the two aims of Rotaract are to serve the community through personal and group activities, and through this to enhance their personal knowledge, skills and experience.

DUNDALK NOW HAS ROTARACT CLUB

The new club's inaugural president, Adele McGahon, told how in the short time since the club was formed that many friendships had been made all over Ireland from joining in a number of joint activities.

But the serious purpose of the Rotaract Club was to serve the community, and the first project they are to undertake is to install smoke alarms in the homes of old people in

Dundalk. Funds are being raised to do this, she said.

She thanked the Rotaract committee of the Rotary club, comprising Charlie Smyth, Kevin McAnallen and Michael Mullally, and made a presentation to its chairman, Charlie McIlmunn, for his work in connection with the foundation of the club.

A presidential chain was presented to Adele

by Rotarian Charlie Smyth, manager of the local Ulster Bank, who sponsored it, and he has been appointed chairman of the Rotary committee liaising with the new club for the coming year.

Membership cards and pins were presented by Rotaract chairman Gerry Roche and Rotarian Norman McAuley to the members.

The officers of the new

Rotaract Club are:

president, Adele McGahon; vice-do, David Heeran; secretary, Shirley McArdle; treasurer, Gary Valentine; members, Mary Bishop, Noeleen Mulligan, Jane Dale, Alan Nordon, Clare Fahey, Heather Price, Vincent Gordon, Gillian Shaw, Anita Kelly, Anne Shevlin, Anthony McArdle and Fachtina Walsh.



● DISTRICT OFFICERS with members of Dundalk Rotaract Club. Front (l-r): Gerry Roche, Adele McGahon, Billy O'Reilly, Shirley McArdle. Rear: Norman McAuley, Gillian Shaw, Vincent Gordon, Anthony McArdle, Heather Price, Jane Daly, Alan Nordon, Catherine Verdon, David Heeran, Gary Valentine and Fachtina Walsh at the Club's Charter Night.

Weyenburg workers win their fight

Former Weyenburg shoe workers have won a 15 month long fight to secure payment in lieu of notice when laid off prior to the factory at Coe's Road closing in April 1985.

A total of 117 workers had their claims allowed by the Employment Appeals Tribunal which will cost the company nearly £28,000.

The majority decision of the Tribunal, with chairman, Mr. Dermot McCarthy dissenting, was disclosed this week after several different hearings, following a four hour long original hearing of the case on September 29, 1988 in the local courthouse.

Weyenburg already paid lump sums to 196 of the workforce as part of a closure agreement negotiated with their union, the I.T.G.W.U. in which they received amounts ranging from £75 to £350.

The total package cost the company between £80,000 and £90,000 and by virtue of the agreement Weyenburg argued that the employees had signed away their right to take further claims, acknowledging that the money they received was in "full and final settlement" of their claims against the company.

The three member Tribunal, with Messrs. W.W. O'Shaughnessy and P.D. McCann, the other two

members, held however that the acceptance of this money did not debar them from the benefits of the Minimum Notice and Terms of Employment Act.

It was their view however, that they should be paid the difference between what they were paid by the company, and their entitlement under the Act.

Mr. Erccus Stewart S.C. for the company argued at the original hearing that they could not have both, and if the Tribunal found in favour of the workers they should hand back the money paid by the company.

Mr. Conor Breen, sol. (Messrs. McDonagh and

Matthews) who acted for the workers, contended however, that the agreement was not binding, making no reference to the fact that the employees were entitled to Minimum Notice Payments, which would yield far greater amounts. He quoted a case involving Industrial action supporting his argument. He also relied on the case of three other employees who were laid off at the same time, and were in a similar situation to the appellants.

He also argued that the lay-off of the workers towards the end of 1983 was not genuine.

The Tribunal unanimously agreed that the

lay-off was genuine. However, they disagreed as to the legal effect of the service of the RP9 form (notice of intention to claim redundancy lump sum in respect of lay-off) and of the closure agreement.

The majority view was the members agreed with the earlier decision of the Tribunal in the cases of the three other former employees.

In concurring with the determination in the case

of the three, the Tribunal held that the final step which gives rise to the termination of employment was the failure by the employer to save counter

notice. Therefore like in the other case, the members were satisfied the claimants were entitled to the benefits of the Minimum Notice and Terms of Employment Act.

The chairman felt however that the Industrial Vans case was not applicable to the facts in this instance.

He was futher of the view that those employees who adopted the Closure Agreement and who signed the acknowledgment and agreement form thereby expressly settled or compromised "all claims he or she may have against the company" and accepted payments in full and final settlement.

The agreement was freely entered into after the employees had the benefit of trade union advice and representation, and should not be set aside. Indeed under the agreement they received money to which, under his reasoning they were not entitled.

The present claimants case also was distinguished from the three earlier ones in that two of the claimants expressly refused to accept the Closure Agreement. The position of the third employee in the same case was not clear, but it appeared he had not received payment at the time of the hearing.



● KAREN HOLLAND (right) receiving her colour TV from David Lally, Manager of Thom Home Entertainment, Dundalk, watched by her mother Katy and Argus Advertising executive, Paul Myers.

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