
STATUTORY INSTRUMENTS

1996 No. 1919

The Employment Rights (Northern Ireland) Order 1996

PART XII

REDUNDANCY PAYMENTS ETC.

CHAPTER II

RIGHT ON DISMISSAL BY REASON OF REDUNDANCY

Exclusions

Summary dismissal

175.—(1) Subject to paragraphs (2) and (3), an employee is not entitled to a redundancy payment by reason of dismissal where his employer, being entitled to terminate his contract of employment without notice by reason of the employee's conduct, terminates it either—

- (a) without notice,
- (b) by giving shorter notice than that which, in the absence of conduct entitling the employer to terminate the contract without notice, the employer would be required to give to terminate the contract, or
- (c) by giving notice which includes, or is accompanied by, a statement in writing that the employer would, by reason of the employee's conduct, be entitled to terminate the contract without notice.

(2) Where an employee who—

- (a) has been given notice by his employer to terminate his contract of employment, or
- (b) has given notice to his employer under Article 183(1) indicating his intention to claim a redundancy payment in respect of lay-off or short-time,

takes part in a strike at any relevant time in circumstances which entitle the employer to treat the contract of employment as terminable without notice, paragraph (1) does not apply if the employer terminates the contract by reason of his taking part in the strike.

(3) Where the contract of employment of an employee who—

- (a) has been given notice by his employer to terminate his contract of employment, or
- (b) has given notice to his employer under Article 183(1) indicating his intention to claim a redundancy payment in respect of lay-off or short-time,

is terminated as mentioned in paragraph (1) at any relevant time otherwise than by reason of his taking part in a strike, an industrial tribunal may determine that the employer is liable to make an appropriate payment to the employee if on a reference to the tribunal it appears to the tribunal, in the circumstances of the case, to be just and equitable that the employee should receive it.

(4) In paragraph (3) "appropriate payment" means—

- (a) the whole of the redundancy payment to which the employee would have been entitled apart from paragraph (1), or
 - (b) such part of that redundancy payment as the tribunal thinks fit.
- (5) In this Article “relevant time”—
- (a) in the case of an employee who has been given notice by his employer to terminate his contract of employment, means any time within the obligatory period of notice, and
 - (b) in the case of an employee who has given notice to his employer under Article 183(1), means any time after the service of the notice.