
STATUTORY INSTRUMENTS

1996 No. 1919

The Employment Rights (Northern Ireland) Order 1996

PART XIII

PROCEDURE FOR HANDLING REDUNDANCIES

Duty of employer to consult representatives of employees

Termination of employment during protected period

219.—(1) Where the employee is employed by the employer during the protected period and—

- (a) he is fairly dismissed by his employer otherwise than as redundant, or
- (b) he unreasonably terminates the contract of employment,

then, subject to the following provisions, he is not entitled to remuneration under the protective award in respect of any period during which but for that dismissal or termination he would have been employed.

(2) If an employer makes an employee an offer (whether in writing or not and whether before or after the ending of his employment under the previous contract) to renew his contract of employment, or to re-engage him under a new contract, so that the renewal or re-engagement would take effect before or during the protected period, and either—

- (a) the provisions of the contract as renewed, or of the new contract, as to the capacity and place in which he would be employed, and as to the other terms and conditions of his employment, would not differ from the corresponding provisions of the previous contract, or
- (b) the offer constitutes an offer of suitable employment in relation to the employee,

the following paragraphs have effect.

(3) If the employee unreasonably refuses the offer, he is not entitled to remuneration under the protective award in respect of a period during which but for that refusal he would have been employed.

(4) If the employee's contract of employment is renewed, or he is re-engaged under a new contract of employment, in pursuance of such an offer as is referred to in paragraph (2)(b), there shall be a trial period in relation to the contract as renewed, or the new contract (whether or not there has been a previous trial period under this Article).

(5) The trial period begins with the ending of his employment under the previous contract and ends with the expiration of the period of four weeks beginning with the date on which he starts work under the contract as renewed, or the new contract, or such longer period as may be agreed in accordance with paragraph (6) for the purpose of retraining the employee for employment under that contract.

- (6) Any such agreement—

- (a) shall be made between the employer and the employee or his representative before the employee starts work under the contract as renewed or, as the case may be, the new contract,
 - (b) shall be in writing,
 - (c) shall specify the date of the end of the trial period, and
 - (d) shall specify the terms and conditions of employment which will apply in the employee's case after the end of that period.
- (7) If during the trial period—
- (a) the employee, for whatever reason, terminates the contract, or gives notice to terminate it and the contract is thereafter, in consequence, terminated, or
 - (b) the employer, for a reason connected with or arising out of the change to the renewed, or new, employment, terminates the contract, or gives notice to terminate it and the contract is thereafter, in consequence, terminated,

the employee remains entitled under the protective award unless, in a case falling within subparagraph (a), he acted unreasonably in terminating or giving notice to terminate the contract.