

## **Redundancy - Change of Location**

In case ADJ5444 an unusual situation arose. The employee's contract provided that the employee would work on a particular motorway and at sites around Ireland. Subsequently, he was asked to move to Poland. The issue of Section 9 of the Redundancy Payment Acts was raised, this states:

*“For the purposes of this part an employee shall, subject to this part, be taken to be dismissed by his employer if but only the employee terminates the contract under which he is employed by the employer without notice in circumstances such that he is entitled so to terminate it by reason of the employer's conduct”.*

This is a very specific provision. The employee cannot give notice. The employee must resign effectively immediately. In this case the employer had worked for the employee in Northern Ireland. The contract did refer to the word “Ireland”. The Adjudication Officer has pointed out that having considered the matter at some length and having taken legal advice on the issue the term “Ireland” in legal terms is defined as a 26 Counties of the Republic of Ireland and does not include the North of Ireland. Therefore, under Section 9 (c) of the Claimant was entitled to terminate his contract due to redundancy as no work was available to him in the jurisdiction of his Contract of Employment.

The Adjudication Officer pointed out that normally an employee is expected to lodge a formal grievance to his location of work or continue to work under protest until the matter where he was assigned could be adjudicated on.

However, as the employment opportunities had ceased in the relevant jurisdiction these factors had no merit in the case. The employee's representatives argued that the principle of *contra proferentem* should apply in that the employer should have been more specific as regards to its intention in the contract.

The Adjudication Officer held that the claim for Redundancy was a valid claim. This matter is dealt with under ADJ5444.