



Changes to Terms & Conditions of Employment

Call
07375 097443

e-mail
enquiries@lbjconsultants.co.uk

FACTSHEET - Change to Terms and Condition of Employment

A contract of employment is an agreement between an employee and an employer that outlines the rights and duties of both sides.

At some stage you as the employer might want to change your employee's terms and conditions. However, in most cases, you cannot change your employment contract without the employee's agreement. Changes should normally be made after negotiation and agreement.

Changes to employment contracts could be made by:

- agreement between both parties;
- collective agreement - this is a negotiation between you and a trade union or staff association;
- implication - that is through a change in long standing custom and practice (for example, employees are allowed a day off each year for New Year's Eve)

If a collective agreement makes a change to employment contracts, the change will still apply to you even if the employee is not a member of the trade union or staff association.

You as an employer may have a number of reasons why you wish to change the terms and conditions of your employee's contract!

You as the Employer might sometimes need to make changes because of economic circumstances. The business may need to be reorganised, moved to a new location or there may need to be changes because of new laws or regulations.



Changes to Terms & Conditions of Employment

Call
07375 097443

e-mail
enquiries@lbjconsultants.co.uk

Things that might change include:

- rates of pay
- working time - for example, longer/shorter hours or different days
- your duties and responsibilities
- the duties and responsibilities of your immediate boss
- the location of where you work
- to make a change to correct a mistake that was made in drawing up the contract.

If the employee does not agree, you cannot just bring in a change. However, you can terminate the contract (by giving notice) and offer a new one including the revised terms - effectively sacking the employee and taking them back on.

You would be expected to follow a statutory minimum dismissal procedure.

If the employee does accept the new contract - or if they have accepted the new one but feel there was no good reason for ending the old one - they have the right to make an unfair dismissal claim provided they have at least two year's continuous service with you as their employer.

If there is a sound business reason for the change, and you have properly consulted with the employees and looked into any alternatives, you could find it would be difficult for the employees to win any claim of unfair dismissal.

It is always advisable to discuss the proposed changes with the employee(s) and gain their agreement to the changes.