41 Employment law

A Employment law

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Our Employment Law Department is a specialist team. We advise on relevant law, employment policy and procedure, and the **formation of employment contracts**. We assist in the negotiation and **settlement of disputes**, and take or defend proceedings before an **Employment Tribunal** or in a civil court.

Employment law usually involves a mixture of **contractual provisions** and legislation regulating the relationship between **employer** and **employee**, and governing **labour relations** between employers and **trade unions**, for example with regard to **collective agreements** and **collective bargaining** about conditions of work. Developments in case law and changes to legislation, for example from the implementation of European Community **directives**, affect employers and employees alike. The practice of living and working in different jurisdictions means that lawyers also have to refer to international conventions to establish legal requirements.

The main **statutory rights** of employees include **entitlement to**:

- a national minimum **wage**;
- equal pay for **like work**, that is, broadly similar work;
- a written statement of **employment particulars**;
- an **itemised pay statement**;
- **time off** and holidays;
- statutory **sick pay**;
- a healthy and safe working environment;
- family and parental **leave**;
- protected rights on **transfer of business** to another employer (see the Transfer of Undertakings [Protection of Employment] Regulations 2006);
- **notice of termination of employment**;
- not to have **unlawful deductions** from wages;
- not to be **discriminated against** on grounds of sex, race, sexual orientation, disability, religion, age, **part-time** or **fixed term** employment, or trade union membership.

BrE: labour; AmE: labor

BrE: trade union; AmE: labor union

B Contract of employment

It is usual practice for employers and employees to enter into a written agreement which sets out their respective obligations and rights, and which constitutes a **contract of employment**, either at the **commencement** of employment or shortly before. Clauses in the contract generally deal with pay, deductions, hours of work, time off and leave, place of work, absence, confidentiality, restrictions on the actions of an employee once employment is ended (known as a **restrictive covenant**), **giving notice**, the **grievance procedures** in the event of job loss, and **variation of contract** (meaning parties may agree to vary terms of the contract but terms cannot be **unilaterally varied**, that is, by one party without agreement).

Employers are bound by the employment contract and statutory regulation as to how they may deal with employees, particularly in relation to the termination of employment. Failure to observe such obligations and regulations may **give rise to a claim** for **wrongful dismissal** (where the employer is **in breach of contract**), **unfair dismissal** (where the employer has not followed a fair dismissal and disciplinary procedure before terminating the contract), or **constructive dismissal** (where an employee **resigns** because of the conduct of his employer). **Gross misconduct** by the employee, for example theft from the employer, may result in **summary**, that is, immediate, **dismissal**. In other circumstances, the employee may be **made redundant**, for example if the employer has ceased to carry on business.

BrE: made redundant; AmE: laid off