

JUNE 2011

**DO YOU KNOW YOUR RIGHTS WHEN IT COMES TO YOUR
CONTRACT OF EMPLOYMENT**

Would you know your rights at work if you suddenly found yourself in the throws of redundancy proceedings, discovered you were pregnant or quite simply thought you were working too many hours or travelling more than you thought you should be?

There have been some big changes to **Employment Law** this April, which every employee should be aware of, in order to know their statutory rights at work.

Recent legal changes include:

- phasing out of the default retirement age of 65
- abolition of the statutory retirement procedure
- an increase to statutory maternity, paternity and adoption pay
- additional paternity leave

In these times of economic instability it is a good idea to review or at least be aware of the terms and conditions of your employment contract, so that you are prepared for any eventuality.

Julie Edmonds, employment litigator at MTA Solicitors outlines the key issues and the pitfalls to look out for:

WHAT SHOULD AN EMPLOYMENT CONTRACT INCLUDE?

1. It is important to have a contract of employment so that you know on what basis you are working for your Employer/Company. If you have a contract it will be clear whether you are employed, a worker or self employed. This is important when it comes to knowing your rights and what you are entitled to. I.e:
 - employee (you are entitled to statutory maternity, paternity and adoption leave, right to claim unfair dismissal after 1 years service, statutory redundancy pay)
 - workers tend to be contract or agency based and subject to certain criteria, workers are entitled to things such as national minimum wage, right not to have deductions made from wage, Statutory Sick Pay, rests and paid holiday under working time regulations

- self employed – you will not have a contract and will not have employment rights as such as you provide a service for a fee in your own right. You are more likely to have a contract to provide services or a contract for services
2. Ideally you should always request and/or be given a written contract of employment if you are an employee. If it is not in writing however it will be created by conduct over time. You are entitled to be given a written contract in the first 2 months of employment after you have been employed for 1 month. So if you don't have anything in writing after this time – don't be afraid to ask for it. Having a contract in writing makes disputes with Employers less likely as it is clear from the start what both parties intend and agree to.
 3. All contracts of employment have an implied term of mutual trust and confidence. This implies respect on both sides of the relationship and means that neither you nor your employer can act completely unreasonably. The 'terms' are the legal part of the contract.
 4. Ideally the contract will be in writing so the terms are clear but they do not need to be written down to be terms. You must understand what is on your contract and what you are agreeing to at the start so you know what rights and obligations there are on both sides.
 5. The principal statement of written employment particulars should include name and employers name, job title, start date, if employment is not permanent, how long the contract is expected to last for, pay rate and details of pay day, hours of work, holiday entitlement, place of work, sick pay, notice periods, information re disciplinary and grievance procedures - which can refer to an employee handbook for full details so long as this is kept updated and pensions

KEY AREAS TO LOOK OUT FOR:

- is your employer going to pay you per hour worked or an annual salary based on a set number of hours per week?
- how many hours per week is your employer expecting you to work? Is there a clause that states the number of hours followed by 'or as required by the business or to satisfy business needs' – this needs to be clarified
- Is there a right to paid overtime or is this covered by the annual salary?
- Is your place of work a set location or is there a mobility clause in your contract? Is there a limit on what is considered reasonable mobility under the clause such as distance or travelling time eg max 3 hours per day?
- Are you entitled to full pay if you are off sick and if so for how long?

If there is nothing in writing then the default position will be SSP

- Holidays – are you entitled to carry over holiday from one year to the next? What is the holiday year (Jan to Dec?). Does your holiday include or exclude bank holidays?
- Are there any restrictions in the contract that you will continue to be bound by after you leave and for how long - such as contacting customers or working for competitors? You will need to clarify these areas
- Check out any confidentiality clauses
- Who owns the intellectual property rights that are created while you are an employee?

Finally, look out for flexibility clauses, especially those that are vaguely worded. Flexibility may be in relation to shift patterns or mobility clauses that can change your place of work. However, a flexibility clause that is too wide and just says that the employer can change your terms from time to time cannot be used to bring in completely unreasonable clauses.

All these aspects of a contract should be considered and understood so that you are in the best position should you get into any kind of dispute with your employer.

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About MTA Solicitors:

Established in 2001, MTA Solicitors provides a wide range of legal services including personal injury, employment, debt, corporate law, general and commercial litigation and dispute resolution (including arbitration), IT and e-commerce, banking and finance, trusts, wills and probate, trust litigation and contentious probate.

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