

Contracts of Employment

- Do you have contracts of employment in place for your employees? If you do not provide details of terms and conditions of employment, your employee could subsequently bring proceedings against you.
- Can you change the terms and conditions of your employee's existing contract of employment? Can you impose new conditions of employment without your employee's agreement? You must implement the Dispute Resolution Procedures before any changes are made. What is this procedure?
- What holiday entitlement does your employee have by law? Can they request to carry over holidays that have not been taken? What if your employee needs to take time off, but has no holiday entitlement left?
- What if you have an employee who is off sick? What payments are they entitled to receive? What medical evidence must they produce?
- Do you have an employee who wants to leave your organisation, but you feel that if they are going to a rival business they may impart important information? Have you ensured that their contract contains restrictive covenants? Restrictive covenants must be carefully drafted to ensure they are reasonable, otherwise they may not be enforceable.
- Have you categorised a worker as self-employed? Do you want to ensure that they are defined as self-employed in law? If they are not self-employed in reality, the employee may well have employment rights.
- Do you have five or more employees? Did you know that if you do have five or more employees you must offer your employees the facility to start a stakeholder pension with a provider.

For advice and support with any of the questions raised call the Employment & HR team on 01159 888 777

The information provided above is not intended to be a comprehensive answer to the various problems which can arise. Each situation must be considered on its merits, taking into account all of the relevant circumstances. You are therefore advised no to take any action solely on the basis of the general guidance contained in this note, without first taking detailed legal advice. Fraser Brown will not accept liability for any loss arising out of this guidance note where you have not taken such advice.

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