

## Revision Summary Chapter 25

### The contract of employment

- Employment tribunals deal with the majority of employment law disputes.
- Decisions of employment tribunals do not constitute precedent and can be appealed to the Employment Appeal Tribunal (EAT).
- Decisions of the EAT are binding upon employment tribunals. EAT decisions can be appealed to the Court of Appeal.

Self-labelling of an employment relationship is not conclusive and the courts will only take such labels into account if the issue is ambiguous.

- Historically, the courts developed several tests to distinguish employees and independent contractors. But the modern view is that this distinction now depends upon the individual facts of the case.
- Increasingly, statutes are expanding the scope of the protection offered by providing rights to 'workers' instead of 'employees'.
- Terms of the contract may be express or implied.
- Express terms may derive from the parties themselves or from a collective agreement (an agreement between an employer and a trade union).
- Implied terms may derive from the intentions of the parties, the courts, statute, and through trade and custom.
- Employers are, *inter alia*, subject to duties to provide work, to pay the employee, to indemnify the employee, to treat the employee with trust and confidence, to take reasonable care of the employees' health and safety, to deal with grievances, to provide a fair and accurate reference, to preserve confidentiality, and various duties in relation to trade unions.
- Employees are, *inter alia*, subject to duties of obedience, fidelity, to perform their jobs with reasonable skill and care, and not to breach confidentiality in relation to information belonging to their employer.