

EMPLOYMENT – ALL IS NOT WELL?

Most of us, unfortunately, have to work and work takes up a large part of our lives. We all hope that our jobs will be enjoyable but sometimes work may not be enjoyable for various reasons. If your job is not enjoyable, you need to speak to your employer to try and find a way to resolve matters. It may be that the matter is serious enough that you need to formally register with your employer a **grievance**. Your employer should have a procedure to follow for registering a grievance. If the matter is still not resolved, you may find that you need to leave your job. In the event that you consider that your employer could have reasonably taken action to resolve the issues that made your job unpleasant but did not do so and you therefore felt you had no option but to leave your job, you may have a claim for **constructive dismissal**.

If you find that you are having difficulties at work, call us to have a chat about your situation and we will give you our view as to how you might resolve the situation and whether or not we think you may have a potential claim against your employer if your employer does not take reasonable steps to resolve the situation.

Where employment does come to an end due to an unfortunate deterioration in the work environment, the intention on both sides (employee and employer) will usually be to resolve the matter in the most cost-effective, timely, and amicable way possible. Often the parties will reach a settlement which is then put into writing, in what is called a “**Settlement Agreement**”.

Under a Settlement Agreement, the employee agrees to give up virtually all of his/her rights against his/her employer, including the right to make any legal claim against the employer (such as for the failure of an employer to take steps to rectify a bad situation at work, as referred to in the example above). This means that under the Settlement Agreement, the employee will not take any legal proceedings (in the Employment Tribunal) against the employer.

Under a Settlement Agreement, in return for the employee giving up his/her rights, the employer will generally pay the employee a sum of money that would not otherwise be due to the employee. Any such sum paid to an employee enhanced by the fact that income tax is not payable on the first £30,000 of such a payment.

The only rights an employee does not give up under a Settlement Agreement relates to pensions, enforcement of the Settlement Agreement itself, and any legal action in relation to a “latent” personal injury, such injury being an injury allegedly caused by the employer but which the employee did not know of, or could not have reasonably known of, at the time of signing of the Settlement Agreement.

A key component of a Settlement Agreement is that the employee must receive legal advice as to the implications to the employee of the Settlement Agreement and the solicitor will then sign a certificate confirming that he/she has given such advice to the employee and is satisfied that the employee understood such advice. There will of course be a fee to be paid to the solicitor for such advice however such advice will almost always be paid for by the employer.

If you need advice in respect of a difficult situation at work, please contact Andrew Stokes at Alison Fielden & Co Solicitors.