



## ER 21

# Contracts of employment: changes, breach of contract and deductions from wages



## Introduction

The purpose of this booklet is to explain the means of redress available to an employee whose employer:

- makes unlawful deductions from his wages; or
- breaches the terms and conditions of employment that have been agreed between them.

It also aims to explain the means of redress available to an *employer* whose employee breaches the agreed terms and conditions.

Please note that this booklet gives **general guidance only** and should not be regarded as a complete or authoritative statement of the law. Authoritative interpretations of the law can only be given by the courts. Readers should be alert to the possibility of developments in case law that may affect the rights described.

Further information can be obtained from the Labour Relations Agency (LRA). For the addresses of its two offices see [Appendix 2: Useful addresses](#).

The contents of this booklet apply equally to men and women. For simplicity, however, the masculine pronoun is used throughout.

Any reference throughout this booklet to Jobs and Benefits offices includes JobCentres.

This booklet, [others in the series](#) and [related publications](#) are free to download from the Departmental website at [www.delni.gov.uk/erpublications](http://www.delni.gov.uk/erpublications). Alternatively they may be obtained upon request from your local [Jobs and Benefits office](#). For information on [Jobs and Benefits offices](#): FREEPHONE 0800 353530.

Upon request, consideration may be given to making this booklet available in alternative formats and in other languages for people who are not proficient in English.

The Employment Rights ('ER') series of booklets is updated on a regular basis. As part of this updating process the Department would welcome any comment/s from members of the public regarding the content of these booklets.

All comments should be addressed to:

Department for Employment and Learning  
Employment Relations Policy and Legislation Branch  
Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

Alternatively, comments may be sent via e-mail to: [erbooklets@delni.gov.uk](mailto:erbooklets@delni.gov.uk)

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## **The contract of employment**

A contract of employment is an agreement entered into by an employer and an employee under which they have certain mutual obligations.

If no contract of employment exists beforehand, one will come into existence as soon as an employee starts work and, by doing so, demonstrates that he accepts the job on the terms offered by the employer. The contract need not be in writing, unless it is a contract of apprenticeship (employers should note however that a contract of apprenticeship may be found by the courts to be implied even if it is not in writing). Its terms can be written, oral, implied or a mixture of all three.

Implied terms might include those that are too obvious to be expressly agreed - for example, a term that the employee must accept reasonable instructions from the employer - those that are necessary to make the contract workable and those that are established by custom and practice in the particular organisation or industry concerned.

### **Employed or self-employed?**

Whether someone is an employee working under a contract of employment or a self-employed person working under a contract to provide services depends upon the true nature of the agreement entered into by the parties. If the employer has a duty to provide work, controls when and how it is done, supplies the tools or other equipment needed to do it and pays tax and national insurance contributions on the worker's behalf, then it is likely that the worker is an employee. If, on the other hand, the worker can decide whether or not to accept work and how to carry it out, makes his own arrangements for holidays or sickness absences, pays his tax and national insurance contributions and is free to do the same type of work for more than one employer at the same time, this points towards the person being self-employed.

The fact that a worker is described (either by himself or by the employer) as being self-employed does not necessarily mean that this is actually so. Neither does the fact that the worker does the job on the employer's premises or from his own home determine the issue. The important question is whether or not the worker is genuinely in business on his own account. If a dispute arises in which employment status is in doubt, this can be considered as a preliminary issue by the industrial tribunal or the court concerned, taking into account all factors relevant to the case.

### **Written statement of employment particulars**

All employees taken on for one month or more are entitled by law to be given, within two months of the date the employment starts, a written statement setting out the main particulars. This statement will not necessarily cover every aspect of the contract, but will constitute important evidence of the principal terms and conditions. Further information about the right to a written

statement can be found in the booklet **Written statement of employment particulars (ER 2)**.

## **Variation of contract**

The contract of employment is binding on both parties. This means that it is unlawful for one party to vary the terms and conditions in the contract without the agreement of the other. The contract itself may, however, include provisions allowing the employer to make important changes - for example, requiring the employee to move to a different place of work or to undertake a different type of work. In the case of a change covered by a provision of this kind, there is no variation of the terms and conditions in the contract and the change will be lawful.

It is always open to either party to seek to renegotiate the terms and conditions with the other. A variation may be made by agreement between the employer and the employee. It may alternatively result from a variation by collective agreement, where the contract itself (either expressly or by implication, such as through long standing custom and practice) provides for this. A collective agreement is one made between, on the one hand, an employer or an association representing employers and, on the other, a trade union representing employees.

The contract may provide for its terms to be varied by a particular collective agreement even if the employee is not a member of a trade union (so that, for example, collectively negotiated pay agreements can be incorporated into all employees' contracts). An employee's written statement of employment particulars must specify any collective agreements that directly affect his terms and conditions (including, where the employer is not a party, the identities of the parties).

If a variation of contract affects one or more of the terms and conditions required by law to be covered in the employee's written statement of employment particulars, then the employee must be given written notification of this. The notification must be given as soon as possible, and at any rate no later than one month after the variation is made. (Again, further details can be found in the booklet [Written statement of employment particulars \(ER 2\)](#).)

It should be noted that if an employee finds a variation of contract unsatisfactory but nevertheless continues to work under the new terms and conditions without making his objections known to the employer, he could after a time be deemed to have implicitly accepted it and it would then become incorporated into the contract.

## **Collective variation of contract**

Employers should be aware that they may have to follow collective redundancy consultation procedures, even when no reduction of the workforce is planned, if they intend to impose new terms and conditions on a group of employees by terminating their existing contracts.

## **Refusal by employee to authorise variation**

If the employer wishes to vary the terms and conditions of employment and the employee, having been consulted, objects to the variation, then the employer may decide to terminate the contract by dismissing the employee. As usual in the event of dismissal, the appropriate statutory or contractual notice (or pay in lieu of notice) would have to be given and any other contractual obligations relating to the termination of employment would have to be fulfilled. (Further details of notice entitlement can be found in the booklet [Rights to notice and reasons for dismissal \(ER 15\)](#).) The employer would then be free to offer the job on different terms and conditions either to the dismissed employee or to another applicant.

If the employer dismisses and offers to re-employ all employees in a particular category he will not have to go through the dismissal, disciplinary and grievance procedures (see [Resolving disputes in the workplace](#) on page 14). However, if he only selects certain dismissed employees for re-employment, he will have to go through those procedures and a failure to do so will make the dismissals automatically unfair. In the case of a dismissal, the employee does not need to go through the grievance procedure.

If the dismissed employee considered the employer's actions to have been unfair, he would be entitled to make a complaint of unfair dismissal to an industrial tribunal - provided that he had completed a qualifying period of at least one year's continuous service. Such complaints must normally be made within three months of the date the employment ended. However, the time limit for claims will be extended in specified circumstances connected with statutory dismissal, disciplinary and grievance procedures. The tribunal can also consider a complaint made outside the three month time limit if they believe it was not reasonably practicable for the employee to have made the complaint within it and that it has been made within such further period as they consider reasonable.

The tribunal would consider all the circumstances of the case in deciding whether or not the dismissal was in fact unfair. These would include the employer's reasons for wishing to vary the terms and conditions (overriding business considerations, for example, might make the dismissal fair) and the employee's reasons for opposing the variation. Further information can be found in the booklets **Unfairly dismissed? (ER 13)**, and **Dismissal: fair and unfair – a guide for employers (ER 18)**.

If an employer attempts simply to *impose* a variation of contract on an employee *without* the employee's agreement, this will be a breach of contract. The employee may have various means of redress available in law. These are described on the following pages of this booklet.

## Breach of contract claims by employees

If an employee suffers a measurable financial loss because his employer has breached the contract of employment, or any other contract connected with employment, then the employee may be entitled to seek damages by making a breach of contract claim.

The normal forum for pursuing such a claim is a county court or other civil court. A claim may, however, be made to an industrial tribunal instead if it:

- arises or is outstanding on the termination of the employee's employment; and
- does not relate to one of the following special categories:
- personal injury;
- a term requiring the employer to provide living accommodation for the employee or imposing an obligation in connection with the provision of living accommodation;
- a term relating to intellectual property (including copyright, rights in performances, moral rights, design rights, registered designs, patents and trademarks);
- a term imposing an obligation of confidence; or
- a term which is a covenant in restraint of trade.

There are a number of factors that a dismissed employee making a claim for breach of employment contract may wish to bear in mind in deciding which of the two alternatives - industrial tribunal or civil court - to use. For example, the industrial tribunals provide a generally speedier and more informal means of redress than the civil courts for the resolution of employment disputes, and their procedures have been designed to make it unnecessary for the parties to incur the cost of legal representation. On the other hand, industrial tribunal claims for breach of contract must be made within three months of the date on which the employment ended (or, if that is not reasonably practicable, within such further period as the tribunal considers reasonably practicable), whereas civil court claims may be made up to a much longer time limit of six years from the date on which the breach of contract occurred. Another consideration might be that industrial tribunal awards for an employer's breach of contract are subject to an upper limit, currently £25,000, whereas civil court awards may reflect the full amount of the damages suffered by the dismissed employee. If employees wish to claim more they cannot first seek £25,000 from an industrial tribunal and then go on to seek the balance from a civil court.

## Breach of contract claims by employers

If an *employer* suffers a measurable financial loss because one of his *employees* breaches the contract of employment, or any other contract connected with employment, then the employer is entitled to seek damages by making a breach of contract claim.

The normal forum for pursuing such a claim is a county court or other civil court. A claim may be made in an industrial tribunal instead, but only if it is in response to a breach of contract claim that an employee has already made to an industrial tribunal and that has not since been settled or withdrawn. In addition, the claim:

- must arise or be outstanding on the termination of employment of the employee against whom it is made; and
- must not relate to one of the special categories listed on page 5 in respect of employees' claims.

If the dismissed employee withdraws his breach of contract claim *after* the employer has made a claim, the employer's claim can still be considered by the industrial tribunal.

Industrial tribunal claims by employers must normally be made within six weeks of the date on which the employer (or other respondent) receives from the tribunal a copy of the dismissed employee's originating claim (or, if that is not reasonably practicable, within such further period as the tribunal considers reasonably practicable). Civil court claims may be made up to a much longer time limit of six years from the date on which the breach of contract occurred. Industrial tribunal awards for a breach of contract by an employee are subject to an upper limit, currently £25,000, whereas civil court awards may reflect the full amount of the damages suffered by the employer.

## **Constructive unfair dismissal**

If an employer breaches an employee's contract of employment in a *fundamental way*, which effectively indicates that he no longer intends to be bound by its terms, the employee may be entitled to resign and to regard himself as having been forced to take that step in response to the employer's behaviour. This is known as constructive dismissal.

If the constructively dismissed employee considers the dismissal to have been unfair, he will be entitled to make an unfair dismissal complaint to an industrial tribunal in the same way as if the employer had expressly dismissed him for objecting to a variation of the agreed terms and conditions of employment. Again, the right to make an industrial tribunal complaint on these grounds is subject to a one-year qualifying period of continuous service. The tribunal would first consider whether or not there was a constructive dismissal and then, if there was, decide whether or not the dismissal was in fact unfair in all the circumstances.

## Unlawful deductions from wages

The employment legislation imposes no requirement on an employer to pay an employee's wages at any particular time, in any particular form or by any particular method such as cash, cheque or credit transfer. These, like other terms and conditions of employment, remain matters for negotiation and agreement between the parties concerned. If certain payment arrangements have been agreed between the parties and the employer subsequently departs from these, then the employee may be entitled to make a breach of contract claim - as described earlier in this booklet - if he suffers a measurable financial loss as a result.

The legislation does, however, provide specific protection for individuals against having unauthorised deductions made from their wages (including complete non-payment of wages). This protection extends not only to employees but also to:

- individuals who work under a contract of service or apprenticeship or under any other type of contract (written or otherwise) by virtue of which they have agreed to perform work or services personally (but not including independent contractors or freelance agents);
- Crown servants, including those employed by Government departments (but **not** including members of the armed forces); and
- anyone who works on board a ship registered in the United Kingdom (but **not** including individuals who: work wholly outside Northern Ireland; are not ordinarily resident in Northern Ireland; or are employed under a crew agreement within the meaning of the merchant shipping legislation).

### Circumstances in which deductions are lawful

One of three conditions has to be met for an employer lawfully to make deductions from a worker's wages or to receive payments from a worker. These are that the deduction or payment is:

- required or authorised by legislation (for example income tax or national insurance contributions); or
- authorised by the worker's contract - provided that the worker has been given a written copy of the relevant terms or a written explanation of them before it is made; or
- agreed to *in writing* by the worker before it is made.

### Circumstances in which the protection does not apply

The conditions set out above do **not** have to be met where a deduction is made or a payment received:

- to recover an earlier overpayment of wages or expenses by the employer to the worker; or
- as a result of disciplinary proceedings provided for in legislation (for example, police disciplinary proceedings); or
- as a consequence of the worker taking part in a strike or other industrial action; or
- to satisfy a court order or a tribunal decision - provided in the case of a deduction that the worker has given his prior written agreement to it.

In addition, where a deduction is made under an arrangement agreed to by the worker *in writing* for the employer to pay to a third party amounts notified by that third party, the deduction is always lawful under the legislation on unlawful deductions if the employer deducts the amount that has been notified.

Where a deduction is made because of a *statutory requirement* on the employer to deduct and pay over specified amounts to a statutory authority (for example, PAYE income tax payments to the Inland Revenue), the deduction is lawful under the legislation on unlawful deductions - provided that the employer deducts the amount specified by the authority. Any questions as to whether or not the authority has correctly calculated the amount due should be followed up with the authority itself.

The rules governing payments by a worker to his employer do not apply where the employer is receiving the money in a different capacity (for example, on a social occasion).

### **Special protection for individuals in retail work**

The legislation on unlawful deductions from wages gives individuals in *retail work* special protection additional to that already described. An individual is in retail work for the purposes of the legislation if the work involves:

- selling or supplying goods or services directly to members of the public, to fellow workers or to other individuals in their personal capacities; or
- collecting money in connection with the sale or supply of such goods or services.

Workers covered by the additional special protection include:

- those who undertake selling activities to the public or to fellow workers not on a regular basis but on odd occasions;
- those who collect or receive money in connection with retail transactions with the public or fellow workers but are not themselves

involved in the sale or supply of goods or services (for example, rent collectors and cashiers who do not serve customers).

Workers not covered by the additional special protection include:

- those who sell or supply goods or services only to companies (for example, lorry drivers or warehouse personnel who supply goods only to other depots).

The special protection relates to deductions or payments made because of *cash shortages* or *stock deficiencies*, including:

- non-payments of any bonuses to which workers become entitled if there is no loss of stock or cash, or a loss that falls short of a certain allowable level;
- deductions or payments made because of dishonesty or other conduct that results in a shortage or deficiency (regardless of whether the amount of deduction or payment equals the value of the shortage or deficiency).

It is unlawful for an employer to deduct *more than 10 per cent* from the gross amount of any payment of wages to a retail worker if the deduction is made because of shortages or deficiencies. Accordingly, where deductions can be made from a retail worker's wage to pay for shortages or stock deficiencies (see **Circumstances in which deductions are lawful**, on page 8), the sum owed may be recovered in installments of no more than 10 per cent of the worker's gross wages.

The 10 per cent limit does not, however, apply to deductions from the final payment of wages - that is, the wages due to a retail worker for his final period of work or, if paid later, a payment in lieu of notice.

A deduction of *any size* from the wages of a retail worker is unlawful if made more than twelve months after the cash shortage or stock deficiency to which it relates was (or ought reasonably to have been) established by the employer, *unless*:

- the deduction is one in a series resulting from a particular shortage or deficiency; and
- the first deduction in the series was made less than twelve months after the shortage or deficiency was (or ought reasonably to have been) established.

The provisions governing payments received by an employer from a retail worker because of shortages or deficiencies are similar to the general provisions governing deductions from wages. However, payments received by an employer from a retail worker in these circumstances are unlawful unless certain additional conditions are met. These conditions are:

- that the employer must, before receiving the first payment for any particular shortage or deficiency, let the worker know in writing the full amount that he owes;
- that the employer must on one of the worker's pay days make a written demand for payment;
- that a demand for payment (or the first in a series of demands) relating to a particular shortage or deficiency must be made no earlier than the first pay day after the day on which the employer informs the worker of the full amount owed (or, if the worker is informed on a pay day, no earlier than that day);
- that any such demand must not require the worker to pay more than 10 per cent of the gross amount of wages payable on that pay day; and
- that the payment (or payments) demanded on a pay day, added to any deductions made on the pay day because of shortages or deficiencies, must amount to no more than 10 per cent of the gross amount of wages payable.

A demand for payment can be given or posted to the worker, or left at his last known address, on a pay day. If the pay day is not a working day of the employer's business, the demand may be made on the first working day following the pay day.

If an employer goes to court to recover money that he has asked a retail worker to pay because of shortages or deficiencies, the court must ensure that payments do not exceed installments of 10 per cent of gross wages. This does not apply, however, to any amounts paid by workers from their final payment of wages or sums paid by them once they are no longer working for the employer.

### **Complaints about unlawful deductions and payments**

Any worker who considers that he has suffered an unlawful deduction from wages or been required to make an unlawful payment may seek redress by presenting a complaint to an industrial tribunal. This applies regardless of the worker's length of service. Such complaints must normally be made within three months of the date on which the wages were due to be paid (or, if that is not reasonably practicable, within such further period as the tribunal considers reasonably practicable). In the case of a payment by the worker to the employer, the three months runs from the date on which the payment was received by the employer. In the case of a series of deductions or payments, the three months runs from the last deduction or payment in the series. However, with the introduction of statutory disciplinary, dismissal and grievance procedures (see [Resolving disputes in the workplace](#) on page 14), the normal three month time limit will be extended by a further three months, for claims made by employees, in specified circumstances connected with those procedures.

## Meaning of 'wages'

Wages, for the purposes of this legislation, are sums payable to the worker by his employer in connection with his job. They include:

- any fees, bonuses, commission, holiday pay or other payments in connection with the worker's job;
- statutory payments such as Statutory Sick Pay and Statutory Maternity Pay; and
- luncheon vouchers, gift tokens and other vouchers of a fixed monetary value that can be exchanged for money, goods or services.

Certain other types of payment do not count as wages, and individuals have no special protection if deductions are made from them - although they may still be entitled to make a breach of contract claim, as described on page 5 of this booklet, if the deductions are in breach of contract. These types of payment include:

- loans or advances of wages;
- payments of expenses incurred in employment;
- pension and redundancy payments;
- lump sums on retirement or in compensation for loss of office;
- payments in kind, other than vouchers or tokens that can be exchanged and are of fixed monetary value; and
- tips and other gratuities paid directly to the worker by a third party.

## Meaning of 'deductions'

Disputes as to whether or not the employer has correctly calculated the gross amount of wages due are matters to be settled under the law of contract in the civil courts or alternatively, if the employment has ended, in the industrial tribunals. However, if the employer makes a *deliberate decision* not to pay some part or all of the gross wages due under the worker's contract, then this counts as a deduction and the worker can complain to an industrial tribunal under the legislation on unlawful deductions from wages.

## Retrospective consent to deductions from wages

An employer might ask a worker to agree to a change in the terms of his contract, or to give his consent, to allow for deductions to be made on account of certain conduct. However, if the employer makes a deduction in respect of any instances of such conduct that took place before the contract was varied or the consent obtained, this remains unlawful. The same principle applies to payments by workers to employers.

For example, an employer might obtain a worker's consent to allow for deductions to be made on account of lateness. The employer would then be entitled to make deductions on account of any future incidents of lateness, but would not be entitled to make reductions on account of any such incidents that occurred before the worker's consent was obtained.

## **Resolving disputes in the workplace**

Where there is a dispute about a workplace issue involving rights and responsibilities those involved should try to sort out the matter between themselves. Whether the employee is complaining (raising a grievance) about something the employer has done or the employer has concerns about the employee's work or behaviour (a disciplinary matter) it is generally a good idea to talk the matter over informally and try to get it resolved as soon as possible. If this approach fails it is normal to involve line management and a union representative (where there is one) to explore potential solutions.

If the dispute goes beyond this point without being resolved, employers and employees are generally required to follow a minimum formal process to ensure that workplace disputes are properly discussed. Even at this stage it can be useful to seek outside assistance or advice from the Labour Relations Agency (LRA). The LRA may be able to help resolve the dispute.

If the dispute continues and the employee or the employer fails to follow the process this could influence the outcome of a subsequent claim to an Industrial Tribunal. Tribunals have power in most situations to take action where the procedures have not been followed. For example - depending on the circumstances they can reduce or increase an award, rule automatically against the employer, or refuse to accept the claim.

Detailed guidance about the procedures including when they do not apply and when they are treated as having been followed is available on the Departmental website: [www.delni.gov.uk/index/er/resolvingdisputes.htm](http://www.delni.gov.uk/index/er/resolvingdisputes.htm). Further advice including advice on employment rights and responsibilities generally, can be obtained from the LRA by contacting their helpline: 028 9032 1442.

## Making a claim to an industrial tribunal

Before presenting your completed claim to the Industrial Tribunal Office, you ensure that you have raised your complaint in writing with your employer and waited 28 days.

A claim to an industrial tribunal should be in writing and should state:

- the name and address of the applicant;
- the name(s) and address(es) of the respondent(s) (i.e. the party whose action or decision is disputed); and
- sufficient detail of the complaint(s) which you are making to inform the person or body complained against of the case which has to be met.

If you name more than one respondent please say why you are doing so.

Claim form IT1 (NI) may be obtained from any JobCentre or downloaded from the website of the Office of the Industrial Tribunals and the Fair Employment Tribunal (OITFET), [www.employmenttribunalsni.org](http://www.employmenttribunalsni.org).

You are asked to give certain other information, which will be helpful to the industrial tribunal, so complete the form as fully as possible and keep a copy of what you write. You should read the notes on the form before completing it and remember to sign the claim form.

Further information is available in the booklet **Industrial Tribunals Procedures: for those concerned in Industrial Tribunal Proceedings** available from Jobs and Benefits Offices throughout Northern Ireland, **FREEPHONE** 0800 353530 and OITFET (see [Appendix 2](#)).

## Appendix 1: Booklets in this series

Booklets in this series are available online from [www.delni.gov.uk/erbooklets](http://www.delni.gov.uk/erbooklets) or can be obtained by contacting the Department.

ER 1	<i>Individual rights and responsibilities of employees</i>
ER 2	<i>Written statement of employment particulars</i>
ER 3	<i>Redundancy entitlement statutory rights</i>
ER 4	<i>Redundancy consultation and notification</i>
ER 5	<i>Your rights if your employer is insolvent</i>
ER 6	<i>Unjustifiable discipline by a trade union</i>
ER 7	<i>Time off for public duties</i>
ER 8	<i>Continuous employment and a week's pay</i>
ER 10	<i>Suspension from work on medical or maternity grounds</i>
ER 12	<i>Pay statements: what they must itemise</i>
ER 13	<i>Unfairly dismissed?</i>
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ER 15	<i>Rights to notice and reasons for dismissal</i>
ER 16	<i>Maternity rights: a guide for employers and employees</i>
ER 17	<i>Help with meeting redundancy costs for employers in financial difficulty</i>
ER 18	<i>Dismissal: fair and unfair - a guide for employers</i>
ER 19	<i>Limits on payments and awards</i>
ER 21	<i>Contracts of employment: changes, breach of contract and deductions from wages</i>
ER 22	<i>Criminal records and employment</i>
ER 23	<i>Payment of union subscriptions through "check off"</i>
ER 24	<i>Time off for dependants</i>
ER 25	<i>Parental leave: a guide for employers and employees</i>
ER 26	<i>Time off for study or training</i>

- ER 27 *Industrial action and the law: a guide for employees*
- ER 28 *Trade union executive elections*
- ER 29 *Industrial action and the law: a guide for employers*
- ER 30 *Industrial action and the law: a guide for individuals whose supply of goods or services is affected by unlawful industrial action*
- ER 31 *Union membership: rights of members and non-members*
- ER 33 *Trade union political funds*
- ER 34 *Rights to paternity leave and pay*
- ER 35 *Adoptive parents: a guide for employers and employees*
- ER 36 *Flexible working: a guide for employers and employees*

Additional employment rights publications, covering a range of other issues, can be found online at [www.delni.gov.uk/erpublications](http://www.delni.gov.uk/erpublications) or can be obtained from the Department.

## Appendix 2: Useful addresses

### Certification Officer for Northern Ireland

10-12 Gordon Street  
Belfast  
BT1 2LG

**Tel:** 028 9023 7773  
**Fax:** 028 9023 2271  
**Textphone:** 028 9023 8411  
**Website:** [www.nicertoffice.com](http://www.nicertoffice.com)  
**Email:** [info@nicertoffice.com](mailto:info@nicertoffice.com)

### Department for Employment and Learning

Redundancy Payments Service  
Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7956  
**Freephone:** 080 0585 811  
**Fax:** 028 9025 7555  
**Website:** [www.redundancyni.gov.uk](http://www.redundancyni.gov.uk)  
**E-mail:** [rpsquery@delni.gov.uk](mailto:rpsquery@delni.gov.uk)

### The Health & Safety Executive for Northern Ireland

83 Ladas Drive  
Belfast  
BT6 9FR

**Tel:** 028 9024 3249  
**Fax:** 028 9023 5383  
**Textphone:** 028 9054 6896  
**Freephone Helpline:** 080 0032 0121  
**Website:** [www.hseni.gov.uk](http://www.hseni.gov.uk)

### Department for Employment and Learning

Employment Relations Policy and Legislation Branch  
Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7580  
**Website:** [www.delni.gov.uk/er](http://www.delni.gov.uk/er)  
**E-mail:** [erbooklets@delni.gov.uk](mailto:erbooklets@delni.gov.uk)

### The Equality Commission for Northern Ireland

Equality House  
7-9 Shaftesbury Square  
Belfast  
BT2 7DP

**Tel:** 028 9050 0600  
**Fax:** 028 9033 1544  
**Textphone:** 028 9050 0589  
**Website:** [www.equalityni.org](http://www.equalityni.org)  
**E-mail:** [information@equalityni.org](mailto:information@equalityni.org)

### Industrial Court

Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7599  
**Fax:** 028 9025 7555  
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**Labour Relations Agency**

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**Website:** [www.lra.org.uk](http://www.lra.org.uk)

**E-mail:** [info@lra.org.uk](mailto:info@lra.org.uk)

**NI Business Info**

(website giving information on a wide range of issues for employers)

**Website:** [www.nibusinessinfo.co.uk](http://www.nibusinessinfo.co.uk)

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**Office of the Industrial Tribunals  
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**Fax:** 028 9023 0184

**Website:** [www.employmenttribunalsni.org](http://www.employmenttribunalsni.org)

people:skills:jobs:



Department for  
**Employment  
and Learning**  
[www.delni.gov.uk](http://www.delni.gov.uk)



INVESTOR IN PEOPLE

**THE DEPARTMENT:**

Our aim is to promote learning and skills, to prepare people for work and to support the economy.

This document is available in other formats upon request.

**Further information:**

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