

## **The Employment Rights of Sean**

The issues surrounding Sean's case is that he has been working for the company for three years. Due to the financial difficulties experienced by the company, he has been informed that until the financial position of the company improves, he will not get the rate of pay as per what his contract of employment states but will be paid less. This situation has made Sean resign from the company in protest. Hence, the question that arises here is whether the employment rights of Sean were breached when the company decided to cut his wage unilaterally even when there are legitimate reasons to do so.

Primarily, the UK employment law provides that every worker has a right to be paid for the work done. Further, the wages that an employer earns are always provided for in the contract of employment, and the law prohibits the unilateral imposition of a pay cut on an employee by the employer. It is only in few circumstances where the reduction of the remuneration package is allowed. An example of these situations is when the salary of the employee was originally negotiated on the basis of the expected performance at work and it is agreed in the employment contract that when the performance of the employee is below the expected level, then the employer has the right to reduce the salary. For an employer to reduce the wages of an employee, it is important that they should first seek the consent of the employee. In the case of *Mostyn v S and P Casuals Ltd [2018] UKEAT*, it held that imposing a cut on the pay of an employee is a breach of the express and implied terms of the employment contract which call for there to be trust and confidence between the employer and the employee. The tribunal further asserted that imposing a unilateral pay cut to an employee amounts to a constructive dismissal of an employee and cannot be justified even when there are good reasons to do it.

In the case of Sean, it is apparent that the company did not seek his consent before deciding to reduce his wages. This is shown by the decision of Sean to resign in protest. In this instance, it is evident that based on the ruling in *Mostyn v S and P Casuals Ltd [2018] UKEAT* the employer's rights to fair dismissal have been denied (Mostyn, 2018). The actions of the company reducing the wages of Sean amount to constructive dismissal of Sean. He is right in resigning from the work. Hence, he should undertake to pursue a claim for constructive unfair dismissal.

## **The Employment Rights of Irfan**

The facts surrounding the case of Irfan are that the company has employed him in one of its distribution centers. The employment contract of Irfan establishes that if any party wants to terminate it, then the same has to be done after a notice of two months has been given. However, Irfan was dismissed by immediate effect after the employer discovered that he was sending malicious and threatening emails to other employees. Thus, the issue here is whether the summary dismissal that the employer gave Irfan amounts to the breach of his employment rights to fair dismissal.