

COVID-19 | Work Rights

Your employer can't just change your contract

- You can't be given a new working from home employment agreement
- Any changes to your current agreement have to be done in "good faith" - you have to have a say, you need to be given time to consider them and seek advice and you can't be threatened (for example, "if you don't to this, I will have to let you go")
- If you are at home and not sick your employer can require you to work from home if that is possible.

Good Faith

The law says that any changes to employment agreements have to be talked about and agreed in good faith. Good faith means that you and your employer, as well as your union, have to be honest with each other and actively communicate. In particular, if your employer wants to make changes that would make it hard for you to carry on with your job, they have to give you all the information and give you the chance to have your say **before** they make their final decision.

Good faith is a legal requirement in [Section 4 of the Employment Relations Act 2000](#).

Process for changing your contract

Your employer can't change your contract without your agreement. They can't tell you to "take it or leave it," or threaten to fire you unless you agree.

If you have a collective contract, your employer must negotiate any changes with your union.

If you have an individual contract, your employer must give you a copy of any changes they want to make and give you a chance to get advice from someone you trust. Then your employer must listen and respond to any questions or issues you have.

Your contract can't lower or take away your rights under the law.

Working from home

Working from home does not require a new employment agreement and your employer can't just make you sign one. Instead, you and your employer could agree to a policy or letter with temporary changes to your work arrangements while you are working at home. This needs to be discussed in good faith.

If you are working your normal hours while at home, the law says you have to be paid your normal wages or salary. If your employer takes any money out of your pay, while expecting you to work your normal hours, this is against the [Wages Protection Act 1983](#).

"Act of God"

Some employers have tried to claim that the COVID-19 situation is an "Act of God" or "Force Majeure" that allows them to change or cancel contracts. This is not generally true, unless there is a specific clause in your employment contract that allows for it. Even if there is a clause like this in your contract, it does not remove the employer's obligations under the law, including to consult with you in good faith about any changes to your contract