

Employment contracts



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Does the existence of an employment contract tend to benefit the employer more than it does the employee? Employment contracts are written agreements between two separate parties that eventually formulate the basis for an emerging professional relationship amongst employers and employees. (Paynten, 1983) In more details, the contracts in account explicitly state the terms and conditions that will gradually ‘govern’ the employment specifics on the part of both parties; indicating general and specific obligations and responsibilities regarding both the employer and the respective employee. To this extent, these contracts can take the form of policy making documentation that sets the fundamental grounds for identifying the job requirements, job description, payment terms and methods, employer expectations, health benefits and vacation leaves on behalf of the employers’ interests. On the other hand, these contracts include a number of terms that bind the employees with regards to certain and particular performance standards, obligations to the employer as well as conformance to specifications established.

The employment contracts are sought to provide benefits for both parties in interest; however it is a debatable subject whether these benefits are equally distributed on the two sides. Employers are provided with the control over the employee job requirements and are in the position to build upon a relationship that favors their own part. In more details, employers can control the ability of the employees to arbitrarily leave their work through the terms of contract duration. Nevertheless this is also the case for the remaining party in account; employees according to the terms and specifications cannot be dismissed from their job duties or fired prior to executing the contract. In other words, contracts act as documented

agreements that provide assurance on both sides that the relationship will be in effect for a given period of time (Mumford, 1995) Any breach of the contract is either resolved in the courts or under the scope of issuing and agreed (on the basis of the contract) conditions any dispute is to be resolved amongst the members themselves.

Employers, however, are benefited mostly due to the fact that on the basis of re-organization of the business and functions can alter unilaterally the terms or the specifications of the contracts. This means that employers with or without the consent of employees are able to modify particular conditions by imposing changes that are in favor of the organization/company. In addition to that these changes may insufficiently meet the requirements and the needs or expectations of employees who are obliged either to follow the new guidelines or to quit their job. (Paynter, 1983) Under this case scenario, the employee is granted the ability to claim ‘constructive dismissal’ (unfair and unjust dismissal); nevertheless, this is on employers’ benefit as well as the ‘need’ for reorganization and modification of the contract aims at business survival or is implemented under the scope of improving overall performance.

Employment contracts, although are signed and agreed on the basis of providing security and assurance on both sides with regards to terms that bind the employers’ responsibilities on the one hand and the employees’ duties on the other hand, tend to attach more substantial benefits to the employers parties. This is evidently proven by the fact that the latter ones are in the position to maneuver regulations and policies and eventually gain total control over the employment terms of the prospective individuals employed. (Paynter, 1983) Claiming and considering business issues for

breaching the contracts they can alter or terminate employment contracts without any significant losses. On the other hand, the employees are legally bound to conform with any predetermined or gradually modified regulations that may or may not be in their best interest.

Works Cited

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