

Proposing changes

When you're proposing employment contract changes, you must inform all affected employees and workers and any relevant employee representatives.

You must inform them about:

- what the proposed changes are
- who might be affected
- why the changes may be needed
- the timeframe for the proposed changes
- any other options that have been considered

If you exclude or overlook someone

There may be a risk of discrimination if, for example, you exclude or accidentally overlook:

- anyone who is absent, for example off sick or on adoption, maternity or paternity leave
- anyone who needs information communicated in a certain way, for example because of a disability or if English is not their first language

[Find out more about discrimination and the law](#)

Providing information about the proposed changes

You must provide relevant information about the proposed changes. This is so employees, workers and any representatives can understand, consider and reach an informed view about them.

Providing clear information as early as possible helps:

- give enough time for everyone to consider the proposed changes and how they wish to respond
- explain what other options have been considered and why they are not considered appropriate
- build trust by giving employees a say and assuring them you want to hear their concerns and suggestions
- everyone work together to find solutions if there's any disagreement about the proposed changes

Informing employees

You should think carefully about how and when it would be best to communicate the proposals. Announcing proposed contract changes can sometimes cause concern among employees.

If any proposed changes are specific to a certain employee, you should discuss them privately. For example, in a meeting between the employee and their line manager.

If the proposed changes apply to a number of employees, it may be appropriate to have initial meetings with small groups of employees. In these meetings you could discuss the broad context of the proposed changes.

After any meeting, you should put information in writing and share it with the affected employees.

Informing trade union and employee representatives

By law, you must provide relevant information to trade union representatives if your proposed changes are covered by a 'collective agreement'. This is an agreement with a recognised trade union.

You must always follow the [Acas Code of Practice on disclosure of information to trade unions for collective bargaining purposes](#).

Even if there is no recognised trade union, in larger organisations or teams it can be useful to have arrangements to inform and consult with other employee representatives. For example, an employee forum or joint consultative committee which includes both management and employee representatives.

You must also keep all affected employees informed about any proposals. For example, not all employees will be members of a trade union, so they may not receive updates from the union representatives.

[Find out more about working with trade union and employee representatives](#)

What information you should provide

The information you should provide to staff and their representatives about the proposed changes will depend on the circumstances.

You should usually include the following in the initial information:

- what the proposed changes involve
- the business reasons for the changes
- when you propose to introduce the changes
- your view on how the changes could benefit employees
- your view on how the organisation will be affected if you do not make the changes
- what the proposed new or revised contractual terms will look like
- any alternatives to the proposed changes that you've considered

It should also explain:

- that employees should consider the proposed changes
- a consultation process will follow to consider any questions, concerns or suggestions
- if any discussions have already taken place with relevant employee representatives such as a recognised trade union or a joint consultative committee
- how employees can ask questions and give feedback about the proposed changes, or make any alternative suggestions
- where employees can get help or support, for example an employee assistance programme (EAP) if there is one

You should aim to be as open and helpful as possible in responding to any requests for information on proposed changes from employees or their representatives.

If there are trade union or employee representatives

If there are trade union or other employee representatives, you should talk to them to try to reach an agreed understanding about the information that would be useful to share.

You should discuss:

- what information is likely to be reasonably required and helpful
- how the information can best be provided
- who needs the information
- when it should be shared

Agreeing these points can help avoid misunderstandings, save time and reduce costs during negotiations about changing contracts.

Find out more in the [Acas Code of Practice on disclosure of information to trade unions for collective bargaining purposes](#).

If you cannot provide relevant information

In some circumstances, it may be reasonable to refuse a request for certain information. For example, if information cannot be shared because it is confidential or commercially sensitive.

If you feel you need to refuse a request, you should explain the reasons as clearly as possible.

If you unreasonably refuse to provide information

If you unreasonably refuse to provide information and then make a contract change, you could later be challenged about this if you're taken to an employment tribunal.

For example, it might be a relevant factor in claims of breach of contract or [constructive dismissal](#).

A trade union might legally challenge you if you have not followed the [Acas Code of Practice on disclosure of information to trade unions for collective bargaining purposes](#).

If the change might be covered by a flexibility clause

There may be a clause previously agreed in the contract that might allow you to change certain terms and conditions in some circumstances. These are sometimes called 'flexibility' or 'variation' terms or clauses.

For example, a clause in a contract might say that in certain circumstances an employee's working days or work location could change.

You should make sure any flexibility clause:

- is clear and easy to understand
- provides reasonable advance notice before you introduce any relevant contract change

Using flexibility clauses reasonably

Flexibility clauses must only be used to make reasonable changes.

For example, it may be unreasonable to expect someone to move at short notice to another work location which is not within reasonable commuting distance. If it's not reasonable, doing this may be a breach of contract even if there is a flexibility clause that appears to allow it.

If you use a flexibility clause to make a change without providing reasonable notice or consulting affected employees or representatives, it could lead to claims of breach of contract or constructive dismissal.

Considering risks of discrimination

You should carefully consider if there might be a risk of discrimination when using a flexibility clause.

For example, it could be discrimination if you change an employee's contractual working hours and this makes it difficult for them to effectively manage their disability.

[Find out more about discrimination and the law](#)

Consulting employees and representatives

You should always consult employees and employee representatives, even if you think the change may be covered by a flexibility clause. This can help to:

- make sure everyone is clear about what has been proposed
- understand someone's circumstances, and if there are any consequences for them that you should consider
- listen to and resolve any concerns
- avoid any misunderstandings
- reduce any risks of discrimination
- decide if the clause is reasonable to use in the circumstances

[Find out more about consulting about employment contract changes](#)

Resolving concerns about flexibility clauses

If you propose to use a flexibility clause to make a change, your employees or workers might feel it is unreasonable or against the law. You should try to resolve their concerns at the earliest opportunity.

It can sometimes help to discuss with employees or workers if there is an alternative solution that might work for everyone.

Getting more advice and support

If you have any questions about proposing contract changes, you can [contact the Acas helpline](#).

You can also ask Acas about:

- [training courses on changing terms and conditions of employment](#)
- [tailored support for your organisation](#)