

In the Know....

Dismissal for refusing to work more hours



An Employment Tribunal has recently found that an employer did not unfairly dismiss an employee who refused to work extra hours at Christmas. The decision, the Tribunal found, was a reasonable one to make. Here, we take a look at why.

What were the facts of the case?

In *Edwards v Bramble Foods Ltd*, the employee worked for a fine food distributor specialising in gifts and food hampers. Christmas is an exceptionally busy time for the employer, generating one third of its annual turnover in the 8 week period running up to Christmas.

The employer had asked its employees to do overtime on a series of Saturday mornings, in line with their contracts of employment, and all but one agreed. The employee who did not agree (Edwards), said that she did not want to work the extra hours because she “spent Saturday mornings with her husband”.

The employer had a number of informal chats with Edwards but she maintained her refusal to work on Saturdays. They then began to get complaints from other members of staff that Edwards was mocking them, saying she “was going to have a lie in on Saturdays” when her colleagues would be working.

The employer was worried that her behaviour was having a detrimental effect on other members of staff which may then have an impact on their ability to meet the high customer demand. Edwards was dismissed and she subsequently brought a claim of unfair dismissal.

What did the Employment Tribunal decide?

It decided that Edwards had been fairly dismissed. A significant part of the reasoning was her contract of employment contained a clause which stated she

may be required to work additional hours when the business required. The Tribunal found that she had no legitimate reason for refusing the extra hours.

The Tribunal also focussed on the potential consequences for the employer had they not dismissed Edwards. It labelled them as ‘disastrous’, because other employees who had originally agreed to work the extra hours may have then withdrawn their agreement. Dismissal was, the Tribunal said “unarguably within the range of reasonable responses to a very difficult situation”.

The content of this briefing is correct at the time of publishing.

Summary

- The agreed contract of employment gave the employer the power they needed to enforce extra hours. It enabled them to require employees to work extra;
- The specific needs of this business at that time of year supported their position;
- The employee gave no real reason for not being able to work extra hours. If a disability was involved, for example, the story may have been different;
- A fair dismissal procedure is needed regardless of the strength of the employer’s argument.

Please contact the 24 Hour Advice Service for advice on your specific situation before acting on the information in this publication.