

# Is Employee Out of Commission? Not So Fast, Says Appellate Court

A post by **Jason M. Knott** in the Zuckerman Spaeder **Suits By Suits** blog warns that, when an employer changes its contract with an employee, the change should be communicated clearly—and preferably, in writing. Otherwise, the employer may be at risk of finding that the old terms still control.

He illustrates his point by discussing the case of *Balding v. Sunbelt Steel Texas, Inc.*, in which a federal court of appeals ruled that an employer had to go to trial over a salesman's claim for unpaid commissions.

In that case, the salesman's original contract set out a salary and a percentage commission. Later the employer raised his salary and claimed that the salesman was told that the raise was in lieu of commissions, but the salesman denied hearing that statement.

**[Read the article.](#)**