

Employment Contract and Employee Rights Basics

What is your employment status?

Your employment rights are heavily dependent upon whether you are an employed worker or self-employed. Knowing your status is the key first step to knowing what you are entitled to.

A self-employed person isn't paid through PAYE and doesn't have employment rights. In theory, as they are their own boss, employment law is their own responsibility to maintain. They are, however, protected by health and safety standards.

More information about self-employment can be found here: <https://www.gov.uk/employment-status/selfemployed-contractor>

If you sign a permanent or temporary fixed-term PAYE contract, you are eligible for employment rights.

Employment contract

Regardless of your employment status, if you're working, you should have an employment contract.

Most employment contracts are written but they can also be verbal agreements. Oral contracts have the same legal authority but can be much harder to prove if there are any disputes.

Even if you're not given a full written contract, you are entitled to a written statement outlining your main employment terms. These include job title, pay, hours of work, benefits such as sick leave and start date, end date and notice period.

If you do not have an employment contract, you should under all circumstances seek this statement. This can be as simple as an email confirmation of the terms discussed or minutes from a meeting. These contain the same legal authority as a contract and may help to resolve any disputes.

Do not sign a contract that you feel unsure about or have not read. Contracts are legally binding, if you are unsure about your contract, you should seek advice from a trade union or other body.

Express terms

Express terms are terms specifically mentioned within your employment contract or verbal agreement. They must be agreed between the employer and employee. These may include sick pay, redundancy pay, overtime hours, notice periods, etc.

Express terms are not only found within employment contracts, but they may also be found in job adverts, letters or emails from your employer and other documents you may sign such as employee handbooks.

Express terms cannot be used to remove statutory rights which are written into law.

See the section below on *Employment rights*.

Implied terms

Implied terms are not always written or orally confirmed but are an implied code of conduct, for example, you will not steal from your employer, you will not reveal confidential information, etc. Other implied terms also include possessing something necessary to carry out the job, e.g. a driver's licence.

Some implied terms are covered by "customs and practice", for example, if your company has always paid a Christmas bonus and there has been no reason to alter this practice, even if not confirmed in writing, this would be covered by implied terms.

Customs and practice implied terms must have been done over an extended period of time.

Your employer is also subject to implied terms, for example, they must not ask you to do anything illegal, they must provide a safe working environment, they must provide your statutory employment rights, etc.

You can read more about express and implied terms here: <https://www.citizensadvice.org.uk/work/rights-at-work/basic-rights-and-contracts/contracts-of-employment/>

Changes to contracts

Your employer cannot change your contract without your agreement.

Unauthorised wage deductions

Your employer is only authorised to make legal wage deductions such as tax and National Insurance. These should be included in your employment contract. Other exceptions include if you have been overpaid or if you have not worked due to industrial action.

Employee rights

If you are an employee you are entitled to National Minimum Wage, pension, paid holiday, Statutory Sick Pay, maternity/paternity/adoption leave and pay and protection against unfair dismissal. All of these rights should be included in your employment contract.

You can find out more about your statutory employment rights here: <https://www.gov.uk/employment-status/worker>

No employment contract can remove or undermine your statutory employment rights. These are legal minimums which must be met by your employer.

You are eligible for employment rights whether you have signed a permanent or temporary PAYE contract. Your statutory allowances are calculated on a pro rata basis. This means they are proportional to the amount of time worked.

Employment rights if you're self employed

Self-employed people normally do not have the legal right to in-work employee benefits.

However, if you're in a position to negotiate with people contracting you to work, you might be able to include some of these rights in your contract.

You will still have protection for health and safety if you're working on business premises and you are protected against workplace discrimination.

Resolving disputes

If you require help to resolve an employment dispute, you may be able to speak to the following:

- Citizens Advice Bureau
- A solicitor
- Your trade union (if you are a member)
- ACAS (the Advisory, Conciliation and Arbitration Service) in England, Scotland and Wales
- The Labour Relations Agency (LRA) in Northern Ireland

For more information on employment contracts, you can visit the ACAS website: <https://www.acas.org.uk/employment-contracts>