

## Your general employment rights

You have two types of rights as an employee: these are your statutory rights and your contractual rights.

### What are statutory rights?

Statutory rights are rights passed down by parliament. You have these rights even if they are not written down in your contract.

Most importantly, nothing can take these rights away from you. This means that if you have a contract which says you only get five days holiday a year, then you can ignore that: your statutory right is for **28 days leave a year** (if you work full-time), and a contract can only ever add to that, not take away from it.

### So what are these rights?

Generally speaking, you will have the following statutory rights: keep this list safe as it's always useful to refer to it when you're unsure.

- You should get a written statement of terms of employment within two months of starting work
- You should receive an itemised pay slip.
- You should be paid at least the national minimum wage (this is updated every April) which is:

F	25 and over	21 to 24	18 to 20	Under 18	Apprentice
u	£7.83	£7.38	£5.90	£4.20	£3.70

Full-time employees are entitled to at least 28 days of paid holiday a year (part-time employees get a pro rata amount)

- You have the right to join a union.

- You are entitled to paid time off to apply for new jobs (if you are being made redundant and have been in your job for at least two years).
- You are entitled to time off for paid ante natal care, paid adoption leave, and paid maternity / paternity leave
- You can ask for flexible working: keep in mind this doesn't mean they have to agree to it though!
- You can take unpaid parental leave for both men and women (if you've had the job for at least a year) and also have emergency time off to look after dependants
- You should not be asked to work more than 48 hours a week.
- You are entitled to weekly and daily rest breaks.
- It is against the law to discriminate against you.
- You have the right to a 'notice of dismissal' (after your first month).
- You can ask for written reasons for dismissal from your employer, provided you have been there for two years.
- You can claim compensation if you are unfairly dismissed, and claim redundancy pay if you are made redundant.
- You cannot be punished by your work for reporting something that your workplace is doing wrong or illegally.
- Whether you are a part-time or fixed-term worker, you have the same contractual rights as a full-time or permanent worker

## **So what are my extra rights under the employment contract?**

A contract of employment is the agreement made between you and your employer and the employee. This can be agreed verbally, but you are entitled to a written version after two months.

### **'Custom and practise' agreements:**

Many people don't realise this, but if something isn't in your contract but is done regularly in the workplace, it becomes part of the contract of employment as it is the usual practice.

What this means is that if you – for example - regularly start and finish work early, then it becomes part of your employment contract. In fact, even if the contract says you work 9-5, if you work early on a regular basis for two years of your employment, your new hours form a binding part of your contract that your employer is not allowed to change without your agreement.

### **Holidays and holiday pay**

Nearly all workers are entitled by law to paid annual leave. Full-time workers are entitled to at least 5.6 weeks a leave year. If you work part-time, you're entitled to a pro rata amount.

### **Surveillance at work**

As long as they warn you first, your employer is actually allowed to monitor you when you are at work. This includes:

- Listening to telephone calls
- Reading faxes
- Reading emails
- Monitoring internet use

#### **Remember –**

An employer can only monitor you if you're using a device that is meant to be used mainly for work. They also have to warn you that they may do this, and have a clear policy you can check.