



Employment Rights and Responsibilities

As you work through this section, you will need to be clear about your own understanding of your occupation, the industry in which you work and the sector in which your organisation is located.

In this section, the range of activities that you undertake will help you prepare for assessment in relation to Employment Rights and Responsibilities:



- ➔ 1. statutory rights and responsibilities
- ➔ 2. procedures and documents within your organisation
- ➔ 3. sources of information and advice about employment rights and responsibilities
- ➔ 4. about your occupation and organisation
- ➔ 5. occupations and career pathways
- ➔ 6. representative bodies relevant to you and your organisation



HOW TO USE THIS SECTION

This ERR section of your BTEC Apprenticeship Assessment Workbook has been produced by the Council for Administration (CfA) to ensure that you know about your Employment Rights and Responsibilities (ERR), which form part of your Apprenticeship programme.

As you are currently undertaking one of the Apprenticeship programmes in business skills, you will have a business-related job role. Because there are many types of business across every sector of the UK economy, we know that apprentices completing this book will be working in a wide variety of settings, from education to construction.

In distinguishing between what we mean by job role, industry and sector when they are mentioned in this guide, the following table below will help you. It contains examples, but remember, this is not a complete list of job roles.

| Job role | Industry | Sector |
|----------------------------|-----------|--------------------|
| Customer service assistant | Insurance | Financial services |

As you look through this ERR section you will note that there are two main areas under each of the section headings:

What you should know

You will find a list of ERR statements that you need to know as part of your induction programme.

Over to you

You will find a few questions designed to check that you know and understand certain aspects of ERR.

You do not need to complete the entire ERR section straight away, nor do you have to work through it in any particular order. You should talk to people such as your line manager, training provider or mentor (if you have one) for information, help and advice on some of the areas. You will also need to do some research using your staff manual and (if available) on the internet.



1. STATUTORY RIGHTS AND RESPONSIBILITIES

All candidates need to know that employers and employees have a range of statutory responsibilities and rights under employment law, and that employment can be affected by other legislation as well.

1.1 CONTRACTS OF EMPLOYMENT¹

What you should know

How an employer and employee (you) are governed by the terms and conditions contained within a contract of employment (this may not be in writing).

- Employment contracts are legally binding on both the employer and employee and serve to protect each other's rights and responsibilities.
- The terms (legal parts) of the contract can be in a variety of forms, including:
 - verbal agreement
 - in a written contract (or similar document)
 - in an employee handbook or on a company notice board
 - in an offer letter from your employer
 - required by law (for example, your employer must pay you at least the minimum wage)
 - in collective agreements
 - implied terms.
- A contract of employment comes into force as soon as a firm offer of employment has been made and accepted, even if agreement has only been verbal, e.g. at an interview.
- By law, all employees are entitled to a written statement of the key terms and conditions of their employment within two months of starting work, providing the contract is to last for more than one month.
- Conditions of employment can relate to the employee (notice periods, salary/wages, benefits, work hours) or to the company (discipline/grievance procedures and other things required by law).
- Employment contracts may be open-ended (permanent); for temporary periods of employment or for fixed terms; or for full or part-time work.

¹ Information from www.direct.gov.uk (Crown Copyright)

- Changes to employment contracts must be made following procedures, which are designed to protect the employee from unfair treatment and ensure consultation on the nature of any changes proposed.
- A code of practice exists in case of any conflicts between an individual employee and their employer. There is no legally binding process for this, but the organisation's grievance procedures should comply with the code.
- Employees who believe they have been dismissed or otherwise treated unfairly may be able to take their case to an independent Employment Tribunal.
- There are three types of employment status, which indicates a person's rights and responsibilities at work: 'worker', 'employee' or 'self-employed'.
 - 'Workers' include people working under a variety of contracts. Employees are workers, but have different rights and responsibilities than workers.
 - 'Employees' are workers, but employees have a wider range of employment rights and responsibilities than other workers (for example, the requirement to give notice if you wish to leave your job).
 - 'Self-employed' people are not generally covered by employment law, except for some things such as health and safety. Rights and responsibilities are determined by the person's contract with their client.
- Termination of an employment contract is governed by rules and rights, which protect the employee and employer from unfair treatment.

Businesses in the European Union (EU) that employ at least 20 employees must meet some minimum requirements for informing and consulting employees.

Under Directive 2002/14/EC, a business must keep its employees informed of:

- what the business is doing and the economic situation it faces
- what the employment situation is within the business
- any decisions likely to lead to substantial changes in the work organisation or contractual relations.

You must also make sure employees' representatives have the time and information to carry out an adequate study and, where necessary, prepare for consultation.

Over to you

You will need to know about your contract of employment and/or written terms and conditions statement, the systems and policies and procedures in place to protect your rights and responsibilities and those of your employer.

Task 1

What legislation exists to recognise and protect your terms and conditions of employment on the grounds of sex, marital status, race or disability?



The terms of an employment contract set out what you and your employer can expect of each other. There are several different types and some do not need to be written down in your employment contract. If there's anything in your contract that you're unsure about, or which is confusing, ask your employer to explain it to you.

Task 2

You should know what is a legally binding part of your contract and what is not. The legal parts of a contract are known as 'terms'. Contract terms can come from a number of different sources.

Can you give at least three examples of legally binding contract terms?

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

Task 3

There are three types of employment status: a 'worker', an 'employee' or 'self-employed'.

Find out the basic employment rights for each of the employment status. Name at least three in each category.

| Worker | Employee | Self-employed |
|--------|----------|---------------|
| 1. | 1. | 1. |
| 2. | 2. | 2. |
| 3. | 3. | 3. |

Task 4

You also need to know what you should do if you have a grievance about the terms and conditions of your employment. This may be related to your working hours, for example.

If you had a grievance in the workplace, who would you go to?

| | |
|-------------------|--|
| Name: | |
| Job title: | |

1.2 ANTI-DISCRIMINATION²

The Equality Act 2010 combines previous anti-discrimination legislation into one act, and covers race, sex, sexual orientation, disability, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership, and age. It protects against discrimination, harassment and victimisation.

The sex discrimination aspect of the law relates to all types of UK organisations, and covers:

- recruitment
- employment terms and conditions
- pay and benefits
- training
- promotion and transfer opportunities
- redundancy
- dismissal.

² Information from www.direct.gov.uk (Crown Copyright)

Everyone has the right to receive equal pay for work of the same value, regardless of whether they are a man or woman.

All aspects of employment (or prospective employment) are protected from age discrimination, including:

- recruitment
- employment terms and conditions
- promotions and transfers
- training
- dismissals.

All training and promotion opportunities should be publicised to all employees and open to everyone on a fair and equal basis, regardless of age.

Employers cannot discriminate against workers because of a physical or mental disability, nor can they fail to make reasonable adjustments to accommodate a worker with a disability. The Equality Act 2010 covers the following in relation to disability:

- application forms
- interview arrangements
- aptitude or proficiency tests
- job offers
- terms of employment including pay
- promotion, transfer and training opportunities
- work-related benefits, such as access to recreation or refreshment facilities
- dismissal or redundancy
- discipline and grievances.

Anti-discrimination law also protects employees who have made a complaint or intend to complain about unfair treatment.

EU anti-discrimination law has been adopted across all member states, including the UK.

Just as in the UK, if you employ anyone within the EU, you must make sure that you do not discriminate against them because of their racial or ethnic origin, religion or belief, disability, age, or sexual orientation. This means:

- giving everyone in your company equal treatment at work and access to training
- making sure that disabled people can work comfortably
- providing equal access to employment
- having an equal pay system.

Over to you

You will need to know about the equal opportunities policies and procedures in your workplace and any exemptions from the law that are relevant to your occupation.

Sex discrimination

An employer cannot discriminate against you because:

- of your sex
- you are married or a civil partner
- you have gone through, are going through or intend to go through gender reassignment (this means someone who changes their sex under medical supervision).

Positive action

In some circumstances, the law allows an employer to encourage or offer support specifically to men or women (called 'positive action').

For example, an employer who has no female managers might offer some training in management skills only to women, or encourage them to apply for management jobs.

In some cases, a job can be offered to someone of a particular sex because of what is called a 'genuine occupational qualification'. Examples could include:

- some jobs in single-sex schools
- jobs in some welfare services
- acting jobs that need a man or a woman.³

Task 5

Give three examples of aspects that are covered by sex discrimination law.

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

³ Information from www.direct.gov.uk (Crown Copyright)

Task 6

Give three examples when sex discrimination does not apply.

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

1.3 AGE DISCRIMINATION

Under the Equality Act 2010, you cannot be denied a job, equal chance of training or promotion based on your age, nor can you be harassed or victimised because of it.

The act applies to all employers, private and public sector, the voluntary sector, vocational training providers, trade unions, professional organisations and employer organisations. However, some work activities can only be undertaken by a person over a minimum age.

Employers can't discriminate on the basis of age during recruitment. Your skills should be considered, rather than your age. Job descriptions should not refer to age (either specifically or by using language that implies an age, such as 'mature' and 'young' or 'energetic') unless this can be justified. Experience, skills and ability should be considered when these are equivalent to qualifications.

According to the law, it is not permitted on the grounds of age to:

- discriminate directly against you – that is, to treat you less favourably than others because of your age – unless it can be objectively justified
- discriminate indirectly against you – that is, to apply a practice which would disadvantage you because of your age – unless it can be objectively justified
- subject you to harassment – that is, unwanted conduct that violates your dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment
- victimise you because you have made or intend to make a complaint or allegation or have given or intend to give evidence in relation to a complaint of discrimination on grounds of age
- discriminate against you, in certain circumstances, after the working relationship has ended.⁴

⁴ Information from www.direct.gov.uk (Crown Copyright)

Task 7

Name five aspects of employment relating to age that fall under the protection of the Equality Act 2010.

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Task 8

Name three examples of age discrimination that could occur during the recruitment process.

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

1.4 DISABILITY DISCRIMINATION⁵

The Equality Act 2010 makes it unlawful to:

- discriminate directly against you – that is, to treat you less favourably than others because of your disability, or because of something connected with your disability, or because you are associated with (eg care for) someone with a disability
- discriminate indirectly against you – that is, to apply a practice which would disadvantage you because of your disability unless it can be objectively justified
- subject you to harassment – that is, unwanted conduct that violates your dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment
- victimise you because you have made or intend to make a complaint or allegation, or have given or intend to give evidence in relation to a complaint of discrimination on grounds of disability
- ask questions, except in certain circumstances, about your health before offering you a job.

⁵ Information from www.direct.gov.uk (Crown Copyright)

Task 9

Give three examples of disability discrimination.

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

1.5 WORKING HOURS, REST BREAKS AND HOLIDAY ENTITLEMENTS⁶**What you should know**

There are working time regulations (Working Time Directive and Working Time Regulations 1998) that apply to all employers in the UK, regardless of sector or organisation size.

The weekly maximum working hours for adult workers cannot be more than 48 hours per week, on average. Your working week is not covered by the working time limits if you have signed a voluntary opt-out agreement (you can only do this if you are 18 or over), or if you have a job:

- where you can choose freely how long you will work (eg a managing executive)
- in the armed forces, emergency services and police – in some circumstances
- as a domestic servant in private houses
- as a sea transport worker, a mobile worker in inland waterways or a lake transport worker on board sea-going fishing vessels.

There are special provisions that limit the hours that young workers⁷ can work. The working time of a young worker must not exceed eight hours a day or 40 hours a week, and no young worker (with a few exceptions) can be employed to work between 10 pm and 6 am (or if agreed, between 11 pm and 7 am).

What is 'working time'?

Working times includes regular duties as well as:

- job-related training
- job-related travelling time, for example if you are a sales rep
- working lunches, such as business lunches

⁶ Information from www.direct.gov.uk (Crown Copyright)

⁷ Young workers are under 18 but over school leaving age (i.e. beyond the end of the academic year of their 16th birthday)

- time spent working abroad, if you work for a UK-based company
- paid and some unpaid overtime
- time spent on-call at the workplace.

It does not include breaks where no work is done (such as lunch), travel between home and work, time on-call away from the workplace, travelling outside work hours, unpaid overtime you have volunteered for, paid or unpaid holiday and non-job related training, eg evening classes or day-release courses.

Some employees are excluded from these provisions, and there are some situations that may be exempt from different parts of the provision (for example, seasonal workers in the run-up to Christmas, or workers in sectors where the work cannot be interrupted on technical grounds such as with electricity production and transmission, or the fire service).

Every worker, whether part-time or full-time, is entitled to 5.6 weeks' paid annual leave (holiday).

There are legal rights to time off work for public duties and other functions, not all of which need be paid for by the employer.

There are specific rights and responsibilities that apply in the case of maternity and parental leave.

Rest breaks

Most workers have the right to take breaks, but whether or not you are paid for them depends on the terms of your employment contract.

Types of breaks

There are different kinds of breaks from work. These include:

- **rest breaks** (eg lunch breaks, short breaks during the day). Adult workers can have a 20-minute break if they expect to work six hours (this may be your coffee or lunch break). It can be spent away from the workplace and should be taken in one block, somewhere in the middle of your working time. Your employer can say when the break must be taken.
- **daily rest** (the break between one work day and the next – for most people, overnight). This break should be at least 11 hours for adult workers.
- **weekly rest** (when you don't come in to work for full days, eg the weekend). This should be a minimum of an uninterrupted 24 hours a week or an uninterrupted 48 hours a fortnight for adult workers.

