

# SECTION 3 27 Full-time Employment Contract

A contract of employment comes into existence as soon as a job offer is accepted whether that offer is oral or in writing. However, it is easier for both parties if the offer of employment is in writing to prevent disputes at a later date.

Below is an extract from a skeleton contract of employment for a full-time employee. The key word/phrase from each section has been removed. Complete the text using the words/phrases from the box.

commencing salary	date of commencement
duties and responsibilities	grievance
notice	probationary service
sickness pay	terms and conditions
	holiday entitlement

- 1 You have been appointed to the \_\_\_\_\_ position of \_\_\_\_\_ administrative assistant.
- 2 Your \_\_\_\_\_ will be as detailed in the attached Job Description, but this Job Description should not be regarded as exclusive of exhaustive. There will be other occasional duties and requirements associated with your appointment.
- 3 The \_\_\_\_\_ of your continuous service with this company is 1 January 2002.
- 4 Your specific \_\_\_\_\_ are contained in the Employees' Handbook issued by the company, as well as in existing collective agreements negotiated by this company.
- 5 Confirmation of your appointment will be subject to your satisfactory completion of 3 months' \_\_\_\_\_.

- 6 Your \_\_\_\_\_ is £20,000 per annum, paid monthly in arrears. Overtime is not payable.
- 7 Your \_\_\_\_\_ entitlement is 30 days in any calendar year.
- 8 Your annual \_\_\_\_\_ is 25 days which cannot be carried over.
- 9 The minimum period of \_\_\_\_\_ to which you are entitled is 3 months.
- 10 Your position with regard to \_\_\_\_\_ is set out in the explanatory booklet attached.
- 11 If you have a \_\_\_\_\_ relating to your employment, you should refer to the complaints procedure outlined in the booklet attached.



There are no fixed rules for combining nouns. Here are the options:  
Saxon genitive, for example employees' handbook  
prepositional phrase, for example confirmation of your appointment

## COLLECTIVE BARGAINING

Read about collective bargaining (which is usually carried out by trade unions on behalf of the employees) and summarize its purpose.

What are synonyms for the following words and phrases (try to find some before reading, and then find the synonyms used in the text):

duty \_\_\_\_\_; salary \_\_\_\_\_; trade union representatives \_\_\_\_\_; provisions \_\_\_\_\_; process for dealing with workers' complaints \_\_\_\_\_; contract was breached \_\_\_\_\_; unbiased \_\_\_\_\_.

1 Collective bargaining contracts govern the rights and obligations of employers and employees in many private and public sector employment relations. Under collective bargaining, representatives of the employees bargain with a single employer or a group of employers for an agreement on wages, hours, and working conditions for the employees. The agreement worked out by the representatives of the employees, usually union officials, is generally subject to a ratification vote by the employees.

Terms usually found in collective bargaining contracts are: [1] identification of the work belonging exclusively to designated classes of employees, [2] wage and benefits clauses, [3] promotion and lay-off<sup>1</sup> clauses, which are generally tied in part to seniority, [4] a management's rights clause, and [5] a grievance procedure by which persons contending the contract was violated or that they were disciplined or discharged without "just cause" may ultimately have their cases decided by impartial labor arbitrators.

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<sup>1</sup>Lay(-)off as a noun means a termination (temporary caused by seasonal or adverse economic conditions, or permanent) of employment at the will of employer. The verb is irregular: to lay off/laid, laid, laying.

C) Social security system covers various kinds of financial support. Which types are made with the following letters?

- 1) C \_ L \_ B \_ E \_ \_ \_
- 2) H \_ S \_ G \_ E N \_ \_ T
- 3) S T \_ \_ U \_ \_ Y M \_ T \_ R \_ I \_ Y P \_ \_
- 4) I N \_ \_ M \_ S U \_ \_ O R \_
- 5) W \_ D O W \_ \_ P A \_ \_ N \_ ' S S \_ P P \_ \_ T
- 6) D \_ \_ T H B E \_ \_ I \_
- 7) F U \_ \_ R \_ \_ P A \_ M \_ \_ \_
- 8) C O U \_ \_ L \_ \_ A X B \_ N \_ F \_ \_
- 9) D I \_ \_ B \_ \_ \_ Y L I V \_ \_ \_ A L \_ \_ W \_ \_ \_ \_
- 10) S \_ \_ T \_ T \_ R \_ S \_ C \_ \_ A Y \_
- 11) R E \_ \_ N D \_ \_ \_ Y P \_ \_ \_ E N \_
- 12) U N \_ \_ \_ L O \_ \_ E \_ T C \_ M \_ \_ N \_ T \_ \_ N \_ \_ \_ E F \_ \_

## Employment law

Complete the words into the text below.

*express term*                      *waive his right*                      *unfair dismissal*                      *fixed term*  
*minimum*                              *continuous employment*                      *redundancy payment*  
*indefinite period*                      *reasonable notice*                      *maximum*                      *statutory*

1 A contract for 1. or a particular piece of work normally ends  
automatically on the expiration of the time or completion of the work. If  
3 as is more usual, employment is for an 2., either party may  
end it by giving notice to the other, and the length of notice required is  
5 frequently an 3. in the contract. Even in a fixed period contract,  
there may be a term entitling one or both parties to terminate earlier by  
7 notice. If there is no prior agreement on the notice period, 4.  
must be given.

9 The statutory 5. periods of notice are set out in the Employment  
Protection (Consolidation) Act. After two years' employment the worker  
11 is entitled to at least two weeks and, thenceforth, at least one week's notice  
for each year of 6. up to a maximum statutory  
13 entitlement of 12 weeks.

The employer has a corresponding right to at least one week's notice from  
15 the worker after continuous employment of one month, but there is no  
sliding scale thereafter, however long the employment, one week is the  
17 7. statutory notice which the worker need give.

It should be noted again that these periods are 8. minima. The  
19 individual contract of employment can expressly or impliedly provide for  
longer periods of notice, but never less. On the other hand at any time, for  
21 example on leaving or dismissal, either party can 9. to notice.

It should be emphasized that, even if proper notice is given, an employee  
23 may still be entitled to 10. or statutory compensation for

11.

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