

Contracts of employment



The importance of your contract

Before you start your new job you will be issued with a contract of employment which you will be asked to sign and return, usually to the human resources/ personnel department of the college of university where you will be working. You should also be given a copy which you should keep somewhere safe for future reference.

Your contract is a very important document because it sets out the terms and conditions under which your work is to be done. It also tells you what the employer expects of you and what you can expect of them. You should make sure that you understand your contract and ask for anything you're not sure about to be clarified.

Once a college or university has offered you a job and you have accepted it, this constitutes a legal contract of employment, even if you have not yet had a copy of your contract in writing.

The college or university has to provide you with a written copy of the main terms and conditions of your employment no later than two months after you've started working, but ideally you should get this before you start.

WHAT IS IN YOUR CONTRACT?

Your contract will contain a statement of your terms and conditions of employment and the following information:

- the names of the employer and the employee
- the date your employment began/begins
- the period for which it is expected to continue or the date when it will end – if the job is not permanent
- the scale or rate of pay, or an explanation of how your pay will be calculated
- how often you will get paid ie whether monthly, weekly etc and on what date
- your hours of work
- your holiday entitlement including public holidays and holiday pay
- your job title and/or a description of what work you'll be doing
- where you will be based and the address of the employer
- details of any work you will be asked to do outside the UK including how you will be paid
- details of sick pay, pensions and what notice is required by either you or the employer to terminate the contract.

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Your employer should never make changes to this contract except:

- where the contract allows for a change (for example it might state that your place of work can vary)
- if both you and the employer agree to a change
- through collective bargaining ie if your trade union negotiates changes to staff contracts with the college or university
- by ending your contract and offering you a new one.

If your employer makes changes to your contract, or if there is anything you are not sure about, you can seek advice from a UCU representative in your college or university.

Types of contracts

PERMANENT CONTRACTS

Permanent contracts apply to staff engaged in continuous employment – as opposed to those employed for a fixed period of time or on an hourly basis. A permanent contract will be open-ended and does not need to be renewed. Either the employer or the staff member can terminate the contract by giving notice in writing – the period of notice required will be contained within the contract itself.

FRACTIONAL OR PRO-RATA CONTRACTS

Pay and conditions of service are expressed as a fraction of those received by a comparable full-time employee. So, for example, in a 0.5 contract the part-timer works exactly half the number of hours of a full-timer and receives half of all entitlements such as holidays. Fractional part-timers should therefore check that the terms and conditions in their contract of employment accurately reflect the fraction on which they are employed.

CONTRACTS FOR HOURLY-PAID STAFF

Contracts for hourly-paid staff specify an hourly rate of pay and may or may not specify a fixed number of hours to be worked. Such contracts are often categorised as part-time contracts, but hourly-paid staff often work as many hours as full-time staff. In many institutions, hourly-paid staff are differentiated from other part-time (fractional) and permanent staff by having different job descriptions, different holiday entitlements and different rates of pay.

For teaching and lecturing staff hourly rates of pay are often paid per contact hour but also include payment for a notional amount of time for preparation, marking, giving student support etc. It is important to establish with the employer:

- how the hourly rate is calculated
- what the hourly rate represents.

Under the principle of equal pay for work of equal value the hourly rate should be equivalent to what a comparable full-time member of staff is paid. If you are in any doubt about how your hourly rate of pay is worked out please contact your branch for further advice.

Hourly-paid staff are sometimes denied employee status and the right to sick pay, occupational pensions etc. Again, contact your branch for advice if you have concerns about this.



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VARIABLE-HOURS CONTRACTS

An increasing number of part-timers are employed on contracts which allow variation in hours worked over the term of the contract. The particular terms and conditions of such contracts will be determined at your college or university. UCU believes that fractional/pro-rata contracts are the most appropriate form of contract for part-time staff, but where variable hours contracts are used they should specify a realistic minimum of contracted hours.

ZERO-HOURS CONTRACTS

Zero hours or ‘as and when’ contracts offer no guarantee of work, but merely set out the conditions, such as the rate of pay, if work is offered and accepted. UCU has a policy of opposing such contracts as they offer no security to the member of staff. Often when such contracts are used employers will claim that staff are self-employed and therefore do not have access to the majority of employment protection legislation (see below).

FIXED-TERM (TEMPORARY) CONTRACTS

This means that, written into the contract, is a specified date on which it will come to an end. It may alternatively specify that the contract will come to an end when a particular task is completed.

Fixed-term contracts can be full-time or part-time, and either hourly-paid or salaried. If your contract is for a fixed-term you need to be clear about the date on which it will finish. It may not be necessary for your employer to give you any additional notice other than that in the contract itself unless they wish to bring it to an end before the specified date. However, your employer is obliged to consult with you about the ending of your contract and to seek ways to avoid your dismissal – for example by extending your contract or offering you alternative work. In some circumstances your employer is also legally obliged to consult with UCU on ways to avoid your dismissal at the end of your fixed-term contract. If you are dismissed then you may be entitled to a redundancy payment. If you have any concerns about unfair dismissal or redundancy rights in relation to your fixed-term contract you should contact your UCU branch for further advice.

The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002

This legislation seeks to prevent fixed-term staff being treated less favourably than their permanent colleagues. It also prevents the use of successive fixed-term contracts for periods of longer than four years, unless the employer can provide objective justification for their continued use.

The most important issue for members who have completed four years of successive fixed-term contracts is what type of permanent contract they are transferred to. The regulations merely remove the end date from the current contract so other contract terms remain unchanged. Members who have completed four years on fixed-term contracts should contact their branch for advice.

Pay and holidays

Most part-time staff now receive their pay by credit transfer directly to bank accounts. Usually payments take the form of a fixed monthly sum spread over a year, or the length of the contract if it is for a fixed-term.

All workers are entitled to holiday with pay, and for part-time staff this should be on a pro-rata basis. Your contract should specify your holiday entitlement. Where holiday pay is paid in an overall hourly rate your pay slip should identify the amount you have been paid as holiday pay.



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Right to claim unfair dismissal and/or redundancy payments

When a contract, even a fixed-term contract, comes to an end, there will have been a dismissal for the purposes of statutory employment law. When an employer dismisses an employee it must be for a fair reason, which can include redundancy.

Many further education colleges and universities employ staff on fixed-term contracts which finish at the end of the summer term. Often the college or university does not know whether it will be offering new contracts until the autumn term when it is clear how many students have enrolled on courses. Staff in this position can sometimes claim a statutory redundancy payment. The sums of money involved are not huge and you must have been working at the college or university for at least two years.

If your fixed-term contract comes to an end and you are not sure whether it will be renewed you should contact your local UCU branch representative to see whether you are entitled to a redundancy payment.

Waiver clauses

Always opposed by UCU, these clauses were included in some fixed-term contracts to prevent members' access to unfair dismissal and redundancy provisions. These clauses are now illegal and unenforceable. All fixed-term contracts renewed, extended or commencing after 1 October 2002 cannot contain redundancy waiver clauses and are unenforceable where they do. Waiver clauses in respect of unfair dismissal have been unenforceable since 1999.

CONTRACTS FOR AGENCY STAFF

Some part-time staff in further and higher education find work through employment agencies. Staff in this position may find that they are not classified as employees of the college or university, or of the agency. If you are not counted as an employee, then you will not have rights to claim unfair dismissal or statutory redundancy payments.

This places staff in a much more vulnerable position when it comes to long-term security of employment. If you obtain work through an agency you should receive:

- written details of the terms and conditions of your employment
- information about the kind of work which you will be supplied with
- details of minimum rates of pay.

All agency staff have the right to join UCU, to be represented and have their voice heard. Members should of course, contact their branch with any individual issues which they need representation or help with.



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