



young**vet**  
NETWORK 

from the BVA

# Contracts of employment information leaflet



It has been highlighted on the **Young Vet Network** discussion forum that many new and recent graduate veterinary surgeons enter into jobs where they do not have a written contract of employment. This leaves them exposed and less able to defend themselves if they face problems in their employment situation.

As a result, we are promoting the importance of written contracts of employment for recent graduate employees and employers, and on a wider basis for all veterinary employees and employers.

In this leaflet you will find:

- Information on contracts of employment for employees and employers
- Information on where to go for help and advice
- Case studies to support the need for written contracts of employment for both the employee and employer
- How the **BVA's** resources can help you

## Facts

- In March 2009 only 76 per cent of recent graduate members had a written contract of employment.
- Over 40 per cent of recent graduate members had been in a job where for over six months they did not have a written contract of employment in place:
  - 38.6 per cent of those members asked for a contract but their employer did not do anything about it.
  - 14.9 per cent didn't ask because they knew they would not get one.
- Over 70 per cent of recent graduate members felt that a contract would offer them more job security.
- 65 per cent wanted more information on contracts of employment.

## Information on contracts

### What is an employment contract?

An employment contract, or 'contract of employment', is an agreement between an employer and an employee which sets out their employment rights, responsibilities and duties. These are called the 'terms' of the contract.

An employee is entitled to a written statement of their main employment terms within two months of starting work.

The employment contract is made as soon as the job offer is accepted. If an employee starts work it will show that they accepted the job on the terms offered by the employer, even if they don't know what they are. Having a written contract could reduce the likelihood of disputes with an employer at a later date,

and will help the employee understand their employment rights.

The employee and employer are bound to the employment contract until it ends (usually by giving notice) or until the terms are changed (usually in an agreement between the employee and employer).

### Terms of an employment contract

Contract terms can come from a number of different sources; for example they could be:

- Verbally agreed
- In a written contract, or similar document
- In an employee handbook or on a company notice board
- In an offer letter from the employer
- Required by law; for example, the employer must pay an employee at least the minimum wage
- In collective agreements
- Implied terms

If there's anything in a contract that the employee is unsure about, or which is confusing, they should ask the employer to explain it.

It should be made clear what is a legally binding part of the contract and what is not. The legal parts of a contract are known as 'terms'.

If either the employee or employer breaks a term of the contract, the other is entitled to sue for breach of contract.

### Written statement of employment particulars

An employee who has been working for an employer for one month or more has the right to receive a written statement of employment particulars.

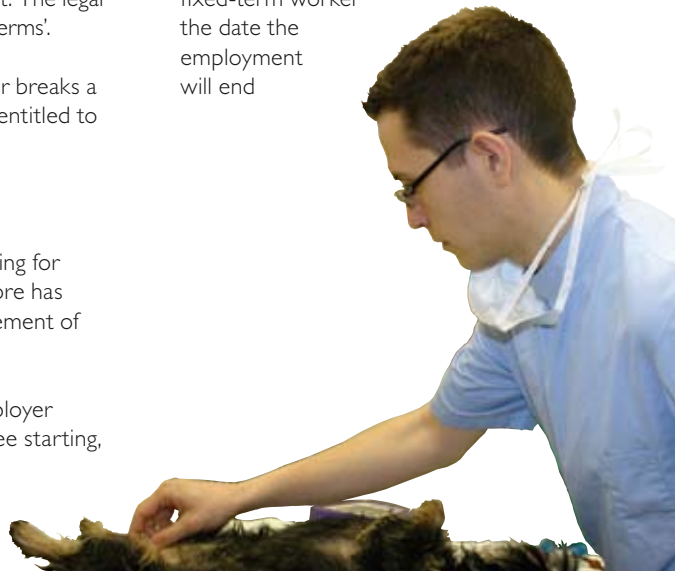
This must be provided by the employer within two months of the employee starting, even if they are going to work for

them for less than two months. The written statement will set out some of the main employment rights.

### Principal statement

The employer must provide the employee with some of their employment details in one single document. This is known as the 'principle statement' and must include:

- The employee's name and the employer's name
- The job title or a brief job description
- The date when the employment began
- The pay rate and when they will be paid
- The hours of work
- The holiday entitlement
- Where they will be working (if they are based in more than one place it should say this along with the employer's address)
- Sick-pay arrangements
- Notice periods
- Information about disciplinary and grievance procedures
- Any collective agreements that affect the employment terms or conditions
- Pensions and pension schemes
- If they are not a permanent employee how long the employment is expected to continue, or if they are a fixed-term worker the date the employment will end



The letter offering the job, or the employment contract, could be the principal statement or full written statement. There is no need for an employer to give a separate written statement if everything is covered in either of these.

The employer can give photocopies from the staff handbook or other documents that contain the details of the employment. If they do this the employee should still receive a written statement telling them what detail the photocopies contain.

If the employer does not offer one of the terms that must be set out in the written statement (such as a pension scheme), they must say that it is not offered in the written statement. The employer cannot just leave it out.

The written statement must be clear and correct. An employee cannot be dismissed for asking for a written statement.

### Locum positions

A temporary agency worker may be contracted with an agency under a 'contract for services'. The agency, as an employment business, will be obliged to provide the employee with a written contract.

### What to do if you have a problem

If you have a problem you should first try to sort out the problem with your employer/employee. If you are a member you can contact the **BVA legal helpline** for advice prior to, or after, meeting with your employer.

Another excellent source of advice, which includes a facility for an employee to get a personalised statement of their employment rights and responsibilities, is the **Directgov website**, [www.direct.gov.uk](http://www.direct.gov.uk)

Employers should visit the **Business Link website**, [www.businesslink.gov.uk/](http://www.businesslink.gov.uk/) employing people, for further information.

Both parties can also contact the **Advisory, Conciliation and Arbitration Services (ACAS)**, [www.acas.org.uk](http://www.acas.org.uk)

If you cannot resolve the problem with your employer you may be able to make a claim to an **Employment Tribunal** (Industrial Tribunal in Northern Ireland), [www.employmenttribunals.gov.uk](http://www.employmenttribunals.gov.uk)

## Contracts should be mutually agreeable

Not all contracts are good. Work with your employer/employees to agree a contract that is best for both of you.

'As employers, sorting out contracts can sometimes make you feel remote from the people you work with. That is why I like to get ours out to a new employee as soon as they have accepted the job offer. At that point we are happy to talk through any issues of concern or queries they may have on the contract, so that by the time they start work both the employer and the employee know exactly where they stand. There is nothing worse than still trying to agree terms and conditions after someone is already part of your team.'

**Nicky Paull,**  
**Pelyn Veterinary Group**

'I have refused to sign a contract until amendments are made, the contract is unreasonable in its specification of working hours, (indicating 40 when the reality is more like 55), without including on call and injury or illness leave. These amendments have yet to be made, so I am still without contract. A contract is good so long as it protects both employer and employee.'

**Anonymous**

# Case studies

THE  
GOOD

Sheldon Middleton, a new graduate veterinary surgeon with the Acorn House Veterinary Surgery, Bedford, and Sheldon's practice manager, Gaynor Dudley, explain why having written contracts of employment in place works for them.

## Sheldon Middleton, new graduate

I graduated in 2007 from Cambridge and was looking for a job nearby as my partner was still studying. An email was sent round the final year advertising a suitable job in Bedford, I made contact and was offered an interview and, ultimately, the job. The practice is about 90 per cent small animal, 10 per cent large animal and no horses—a major attraction!

A formal offer of my job was sent after I had informally accepted over the phone. The covering letter summarised the main points of the contract (annual leave entitlement, pay, benefits, start date, working day timings etc). These details were mentioned informally at the interview, too, giving chance for discussion before anything is signed. The contract itself laid things out in full. Sick pay entitlements were useful when working out details of my income protection cover. This also allowed me to consider details about private healthcare and pension provision and whether this needs to be sorted privately or can be done through the practice. It was important to know which membership subscriptions were paid and which needed to be covered by me as this has an impact on the final salary. Other things such as whether there is a limit on the amount of CPD (both time and funding) that can be taken are best established from the outset. I was also aware of when I was due a pay review and appraisal.

Having a contract minimises the possibility of future conflict between you and your employer as most issues are laid out and signed by both parties initially. I feel it also gives an indication of the management of the practice. Some of my friends have been in practices which haven't provided contracts and they are not as sure of their ground in disputes or pay issues. In my view, a written contract is a basic requirement of employment and if a contract is not provided in a timely manner, I would be suspicious of the approach of the practice to other management issues.





## Gaynor Dudley, Practice manager

I joined the practice in September 2002, I had no veterinary experience, I had spent a lot of time working in the retail industry and had taken qualifications in book-keeping to help my husband with the running of his business.

As employment law becomes increasingly more complicated the issue of a contract goes some of the way to helping support the employer as well as the employee. Issuing a contract at the beginning of a term of employment helps to give security to both parties.

Over the last six and a half years of personnel management I have had to deal with many differing situations and have referred to our contracts many times.

When I started at surgery the previous practice manager had issued all of the existing staff with contracts of employment. All our new members of staff are given a contract of employment, which detail job description, hours of work, pay, sickness and holiday procedures, accommodation linked to the practice and notice required to terminate the contract. We also provide details of our disciplinary and grievance procedures.

Employees are given a three-month probationary period (detailed in their contract) so if we find that an employee does not fit in with the practice the option is there to terminate their employment. From the employee's side there is also an option to leave with only one week's notice. We also add a clause that the practice has a right to extend the probationary period so if you're not sure about someone's abilities you can have a little more time to decide if they are going to work out.

I keep myself updated with the help of the ACAS website, [www.acas.org.uk](http://www.acas.org.uk), and find their training courses helpful without costing a fortune.

A model's image is used above. Photo © Vicki Reid

## THE BAD

### Anonymous

'When I started at my job they said they would be having new contracts made for everyone shortly so I wouldn't get one until then—that left me without a contract for over six months before the new ones were drafted! So I didn't find out a lot of information regarding things like sick leave, periods of notice etc. until after I had worked there for six months!'



### Anonymous

'I did not have a contract when I started my first job which was one-in-four rota with a weekday off each week. Within one month of starting the rota became one-in-three and there was no day off. There was no extra pay either. We were usually working 28 days in a row including weekends with no day off (and one in three nights as well). My boss refused to do anything about it until both of the assistant vets resigned on the same day (although we had both made many different suggestions to him of ways to sort it out). This was seven months later—we were both very depressed and it was a last resort. He then gave us a back-dated pay rise and employed a locum to cover the extra. I feel that if we had contracts stating our working hours we could have negotiated a compromise much sooner. I still do not have a contract (after two and a half years) as my boss has refused to provide one. He also has never provided any written terms and conditions to me or any of the other staff—although I believe this is a legal requirement. My boss is worried that a contract will enable staff to have too much power.'

## THE UGLY



# How the BVA can help you

## Draft contract of employment template

We have developed a draft contract of employment in the **Publications and resources** area of the BVA website for members to adapt for their staff or to base their own contract on (updated April 2009).

## Free legal advice

We have a BVA legal helpline which offers free advice **for members**, 24 hours a day, seven days a week. Members can contact the BVA for further details.

## Practice Standards Scheme documentation

Free, downloadable documentation from the **Publications and resources** area of the BVA website, which shows sample staff agreement between a principal and an assistant.

## BVA/VAAJ Mediation Service

Can help deal with disputes between employees and employers,  
Tel: 01228 251450.

## Get in touch

Want more help? Then just ask us—  
020 7636 6541, email [bvahq@bva.co.uk](mailto:bvahq@bva.co.uk) or  
visit [www.bva.co.uk](http://www.bva.co.uk)



**“Having a contract  
minimises the  
possibility of future  
conflict between you  
and your employer.”**

Sheldon Middleton,  
newly graduated vet



*Working for you*

### Campaign partners

The BVA has teamed up with the following campaign partners to promote written contracts of employment:



[www.rcvs.org.uk](http://www.rcvs.org.uk)



[www.spvs.org.uk](http://www.spvs.org.uk)



[www.vpma.co.uk](http://www.vpma.co.uk)