

THE VOCABULARY OF EMPLOYMENT CONTRACTS AND EMPLOYMENT LAW

A Practical Guide to the English Vocabulary used in
Employment Contracts and Employment Law

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Published by Global Legal English Ltd

Vocabulary (A)

1. **ABSENT/ABSENCE:** if you are absent it means you are not in the place that you should be, for example, not at work, because you are ill or for some other reason. An 'absence' is one single period of time during which a person is absent.
2. **ACCRUE/ACCRUED/ACCRUAL:** to accrue means to accumulate over a period of time. These words usually appear in employment contracts in clauses dealing with rights, such as the right to take paid holiday, that have built up over a period of time.
3. **ADMINISTRATIVE WORK/DUTIES:** administrative work, or 'admin work' as it is often known, is the office work carried out by secretaries and managers in support of a business. Administrative duties are connected with the 'paperwork' of a business rather than the main activity that the business is concerned with.
4. **ADVERSE EFFECT:** an adverse effect is a negative or unwanted effect upon something. For example, cigarette smoke has an adverse effect upon the health of employees who work in bars and restaurants where the public are allowed to smoke.
5. **AFFECT:** many lawyers who do not speak English as a first language confuse 'affect', which is a verb, and 'effect', which is a noun. For example, 'the new age discrimination law will seriously affect many employers in this area. One major effect is likely to be an increase in the number of claims brought by employees on the grounds that they were treated negatively because of their age'.
6. **AGE DISCRIMINATION:** if you discriminate against someone, you treat that person differently because of a particular factor, such as, for example, their gender (man or woman), race (nationality or the colour of a person's skin), or because they have a physical disability. Age discrimination means to discriminate against a person and treat them less favourably than other people because of how old they are. Employers in the EU must not discriminate against older or younger people, either at the interview stage or once that person has started work. In many countries it is not legal to advertise for employees of a particular age, and even using words such as 'energetic staff required' have been interpreted as discriminating against older people. Similarly, an employer must not exclude an older employee from things such as training programmes on the grounds that the employee is 'too old to learn' new methods. Successful claims have been brought by employees in the UK on the grounds that they were excluded from workplace social events on the grounds of age. For example, if it is a regular habit for employees and managers to meet after work on a social basis, if work is discussed at these events then it is possible an older employee who is not invited will say that he or she feels excluded and undervalued.
7. **ALLEGATION:** an allegation is a statement that something has happened. It is similar to an accusation. This means that a person is stating that something is true, usually something negative, but no one has yet proved the truth of the statement.
8. **APPEAL:** 'appeal' means to make a formal request for a decision to be changed. When an employee is dismissed (fired) from his or her job, the law of most countries states that the employee must be given reasons in writing and then be allowed to appeal.

Vocabulary (A)

9. **APPLICANT(S):** an applicant is a person who has applied for a job. A job applicant is also known as a 'candidate'.
10. **APPOINTED/APPOINTMENT:** 'appointment' is the term used to describe a job role after a suitable applicant has been found. A person who has been 'appointed' is a person who has taken the job offer and has commenced employment.
11. **APPRAISAL:** an appraisal is very similar to an assessment of performance. The word 'appraisal' usually describes a meeting between an established employee and a manager or employer, during which the employee's performance is assessed and discussed. Many employees have an appraisal every year.
12. **ASSESSMENT OF PERFORMANCE:** it is common for employers to treat a new employee as being in a 'probationary period' when he or she first starts work. This is a period of time during which an employer can assess an employee's performance in the workplace before deciding whether to offer a contract for a longer period of time. A contract might contain terms which only apply during the probationary period and which are usually less favourable than the terms of a later, more permanent contract. These terms must not breach an employee's statutory rights, which are the rights contained in legislation. The phrase 'assessment of performance' often appears in a contract covering a probationary period, and also in contracts requiring a regular review of an employee's performance.
13. **ATTRIBUTABLE TO:** 'attributable to' means 'is the cause of' or 'is the reason for'. For example, an employee's constant absences were attributable to his serious illness.
14. **AUTOMATICALLY UNFAIR:** if an employer's action is 'automatically unfair' it means that employment law does not allow that action to be considered fair under any circumstances. This phrase is usually connected with dismissal (firing an employee). If, for example, an employee dismisses a woman because she is going to have a baby then that is seen as 'automatically unfair'. The law will also consider certain criteria as being automatically unfair when selecting staff for redundancy. An obvious example would be selecting staff for redundancy on the grounds that they belong to a trade union.

Practice Sentences (A)

- A.** Employees are required to report any _____ as soon as possible to the Office Manager and if possible are requested to provide the Office Manager with brief details about why they are unable to come to work.
- B.** After one year's service, you will be invited to have an _____ with your manager at which you will be able to discuss your progress and get feedback on your performance at work.
- C.** Any changes within the company that will _____ the terms of your contract of employment will be communicated to you in writing at least 3 months in advance of any such change.
- D.** Following your recent _____ to the post of Sales Assistant I enclose your contract of employment.
- E.** All _____ for the position of Data Input Clerk at AMG Industries Ltd are required to complete the online English test provided.
- F.** You will be required to attend a disciplinary hearing to discuss the very serious _____ that has been made against you by a co-worker.
- G.** Julie Smith's manager asked Julie when she intended to use her holiday entitlement as _____ weeks could not be carried forward into the next holiday year.
- H.** If any employee feels that any aspect of the new shift-working plan that we have just introduced is having an _____ upon him or her, then that employee should report this to the Occupational Health Advisor immediately.
- I.** At the end of your probationary period you will be invited to an _____ meeting to review your first three months with the company.
- J.** Should you wish to _____ against the decision that was made at your disciplinary hearing you must do so in writing within 14 days.
- K.** Along with issues of sex, race and religion, _____ is now a breach of employment rights and will not be tolerated within the company.
- L.** John Vincent was dismissed by his employer because he reported unsafe working practices to an outside authority and a tribunal judged this action to fall within the category of ' _____ '.

Practice Sentences (A)

- M.** Within any big organisation it is necessary to have a team of skilled people to carry out all of the _____ that is necessary to support the main business of the firm.
- N.** The main cause of the employee's long-term sickness was directly _____ his unsafe working conditions and the employee claimed compensation as a result.

Vocabulary (B)

1. **BACK PAY/BACK TAXES:** 'back pay' is money that is owed to an employee because it was not paid on time for some reason. 'Back taxes' are taxes that an employee should have paid in the past but did not do so for some reason. It could be that his or her tax code was incorrect or it could be that the employer has made an error in calculations.
2. **BACKGROUND CHECK:** a background check is a check that is carried out on someone before that person starts a job. Not every employee is obliged to have a background check but it is normal to carry one out if someone wants to work for the police or to work with children, for example. A background check usually includes checking a person's past for any criminal convictions.
3. **BANK HOLIDAYS:** sometimes contracts drafted in the UK refer to 'bank holidays' as well as 'public holidays'. A bank holiday is any day upon which a bank is legally closed. Bank holidays include normal public holidays such as Christmas Day and New Year's day, but can also include an unexpected holiday such as a royal wedding.
4. **BANK TRANSFER:** this is a method by which an employer makes payment. An employer will usually ask for an employee's bank details, including the employee's account number and sort code (the code of the specific bank where the employee has an account). His or her salary can then be paid by bank transfer.
5. **BANKRUPTCY:** bankruptcy describes the legal situation of a person not having enough money to pay his or her debts. If an employee is or becomes bankrupt then he or she may be obliged under the contract of employment to inform his or her employer of that fact. Bankruptcy can also exclude people from certain jobs such as working for the government and many job application forms specifically ask whether or not a person is currently bankrupt.
6. **BEAR/BORNE:** to bear means to accept responsibility for something or to pay for something and appears in phrases such as 'to bear a cost'. The word is often used in the passive form in contracts, for example, 'all travel costs will be borne by the employer'.
7. **BENEFIT(S):** 'benefits' can mean the money that the government pays to a person who is not working. In this context it means 'unemployment benefit' or 'welfare'. It also has the meaning of other types of payment made by the government to people who are working as well as to people who are not working. These payments that are made to everyone are called 'universal benefits' and include things such as child benefit, where a payment is made to a family on the basis of the family receiving a certain amount each month for each child. The word also has the usual general meaning in employment law of a benefit being something that is to someone's advantage.
8. **BENEFIT(S) IN KIND:** a benefit in kind is a benefit to an employee which is not cash. This includes the use of a company car or private medical insurance paid for by the employer. In more informal English these things are also known as 'fringe benefits' or 'perks of the job'.

Vocabulary (B)

9. **BONUS PAYMENT:** a bonus payment is a payment made to an employee in addition to his or her contractual pay. It can be related to meeting specific targets or it may be for a specific occasion, such as an important public or religious holiday. In the UK many employees receive a Christmas Bonus.
10. **BOUND BY:** if a person is bound by something, such as a legal promise to do something, it means he or she has a legal obligation to keep that promise.
11. **BRANCH:** a branch is a particular office or a place of work that is part of a bigger network. It is usual, for example, to describe a bank or a big retail organisation as having 'branches all over the country', or 'branches in all major cities'.
12. **BREACH OF CONTRACT:** to breach a contract is to fail to fulfil your obligations under that contract. It is the correct way to express the idea of 'breaking' a contract.
13. **BULLYING OR INTIMIDATORY CONDUCT:** this is behaviour against a particular employee which makes that employee feel very frightened, unhappy or uncomfortable. It is usual for an employee to claim that other employees are bullying him or her as well as making such a claim directly against the employer. An employer usually has a legal duty not to allow bullying in the workplace. An employee should report any bullying behaviour and the employer should then investigate it and then take any appropriate action or risk a legal claim from the victim. The term 'mobbing' is not commonly used in the UK.
14. **BUSINESS DAY:** this means a normal working day. In the UK this usually means Monday to Friday during the hours of 9am-5pm and excludes Saturday, Sunday and public and bank holidays.

Practice Sentences (B)

- A.** At the start of his or her employment and once every 24 months thereafter, any Employee who is regularly required to operate a computer for six (6) hours or more per day is entitled to undergo an eye examination by an optometrist and the cost of the eye examination, not to exceed £200, shall be _____ by the Employer.
- B.** Any Employee who wishes to claim reimbursement for travel must provide a valid receipt for all travel expenses incurred and will be reimbursed on the next _____ upon which the Company Accounts Department is open.
- C.** You are advised that if you are subject to _____ proceedings or any other financial proceedings of any kind your position as a local government employee may be terminated.
- D.** The Employee, following his or her first year of employment, shall at the end of each succeeding year of his or her employment, be entitled to annual paid holiday of not less than twenty days, exclusive of Sundays and _____.
- E.** Any employee who calculates that he or she is owed any _____ should inform the company payroll department by Friday 31 March to allow the situation to be investigated before the start of the new financial year.
- F.** 'Additional Remuneration' shall have the meaning within this Contract of Employment of any reward, bonus, share option or _____ that the Executive shall be awarded during the course of his or her employment with the Company.
- G.** Due to exceptional sales and performance this quarter, all employees will receive a _____ of £200 gross that will be included in next month's salary.
- H.** The Temporary Employee accepts and agrees that it is his or her responsibility to investigate and understand the effect upon his or her financial position by entering into this agreement in respect of his or her entitlement to state _____, which may include, but are not limited to, statutory sick pay, statutory maternity pay and tax credits.
- I.** By signing this confidentiality agreement you agree to be _____ the terms and conditions contained herein.
- J.** As the advertised position involves some community work with children, the post requires you to make a full disclosure to the Criminal Records Bureau, which will enable a _____ to be undertaken by the local police force.

Practice Sentences (B)

- K.** The Employee may be dismissed on the grounds of any behaviour amounting to gross misconduct, which shall include the theft of any property belonging to the Company, refusal to carry out duties or reasonable instructions or any abusive, dangerous, _____ or intimidatory conduct.
- L.** As an employer, it is important that you understand what constitutes a _____
_____, which would include not paying an employee's wages or salary on time or changing an employee's place of work without notice.
- M.** Your main place of work will be the Company's Cambridge _____, although you may be expected to work at another location from time to time according to the reasonable needs of the business.
- N.** Your regular salary payments will be made on the first business day of every calendar month by _____
_____ to your nominated bank account, the details of which you will need to provide to us.

Vocabulary (C)

1. **CARRY OVER/FORWARD:** these phrases are usually found in the section of a contract that deals with an employee's holiday entitlement (holiday rights). Most contracts oblige an employee to take his or her holiday within a particular year and forbid the employee to 'carry over' or 'carry forward' any unused holiday.
2. **CLOSING DATE:** most advertisements placed by businesses which are looking for new employees give a closing date for applications. The closing date is the last possible date upon which a job applicant can submit his or her application.
3. **COLLECTIVE AGREEMENT:** a collective agreement is a formal agreement between an employer and a trade union in which negotiated and agreed conditions of employment, such as pay and working hours, are stated. Some contracts of employment state that a particular collective agreement, entered into with a particular trade union on a specific date, is included as part of the terms and conditions of the contract.
4. **COMMENCEMENT DATE:** the commencement date of a contract is the day when the contract takes legal effect. In employment law it usually refers to the day the employee's contract of employment starts. Under UK law this is defined as the day the employee begins work. It is the day the employee begins work, even if he or she does not have a written contract of employment or is working for a probationary period.
5. **COMPANY/BUSINESS PREMISES:** the premises of a company or any other type of business are the land and buildings that a business uses.
6. **COMPLY WITH:** to comply with a law or a regulation means to obey that rule or regulation.
7. **COMPROMISE AGREEMENT:** this is a specific type of contract which resolves a dispute between an employer and an employee, usually after the employee has claimed that the employer has breached employment law. Instead of taking legal action against the employer, the employee receives a negotiated financial sum in exchange for agreeing that he or she will have no further claim against the employer as a result of any breach of a statutory obligation by the employer. This type of agreement is also sometimes called a severance agreement.
8. **CONSECUTIVE DAYS/WEEKS:** 'consecutive days' are days that follow one another without any break or interruption. Most employment contracts require an employee to provide a medical certificate from a doctor if they are absent from work for more than a certain number of consecutive days. Most contracts also forbid an employee from taking holidays for more than a certain number of consecutive weeks.
9. **CONSTRUCTIVE DISMISSAL:** 'constructive dismissal' describes the situation where an employee is forced to leave his or her job because of the employer's conduct. 'Constructive' means 'interpreted as', so constructive dismissal happens when an employee interprets his or her position at work to be so unpleasant that it amounts to dismissal. It could be, for example, that the employer has committed a serious breach of the employment contract or has allowed bullying or unreasonable behaviour to continue over a period of time. The employee therefore feels that he or she must leave the employment because the situation is intolerable. In the UK constructive dismissal is grounds for a legal claim against the employer.

Vocabulary (C)

10. **CONTINUOUS EMPLOYMENT:** some of an employee's employment rights only exist if that employee has a minimum period of continuous employment. For this reason, most employment contracts are careful to state exactly what a 'period of continuous employment' means, as it could affect, for example, the number of weeks paid holiday an employee has the right to. Continuous employment usually means working for the same employer without a break. A break in employment usually means leaving that employment completely and then returning. Taking time away from work for something like child care or a holiday will not usually break a period of continuous employment.
11. **CONTRIBUTION(S):** the payments that an employee or an employer makes into a pension fund are known formally as 'pension contributions'.
12. **COVERING LETTER:** many advertised jobs ask for a CV with a short covering letter. The general advice on writing a good covering letter is that it should fit onto one page of A4 paper, contain no more than 3 or 4 paragraphs and contain no grammar or spelling mistakes.
13. **CRIMINAL CONVICTION:** if a person has a criminal conviction it means that he or she has been found guilty of some type of crime. Most employment contracts give the employer the right to terminate the contract of any employee who acquires a criminal conviction during the course of his or her employment. The usual exception to this right is when an employee receives a conviction for a very minor crime, such as a road traffic violation.
14. **CURRICULUM VITAE:** a 'Curriculum Vitae', often known by the abbreviation 'CV', is a written description of a person's work experience, educational background, and skills. The general advice on CVs in the UK is that they should be a detailed summary of this information and should fit onto two pages of A4 paper. Many CVs are automatically rejected because they are too long or because they contain grammar or spelling mistakes.

Practice Sentences (C)

- A.** Your _____ began on 1 June 2022 and a previous period of employment with the firm which commenced on 5 February 2022 does not count as part of your continuous period of employment.
- B.** All applications for the position of Teacher of French and Spanish at St Oswald's School must be received by 5pm on the _____ of 15 August.
- C.** The recent changes in working conditions for company employees were agreed in the _____ dated 10 June 2012 with the Transport and General Workers Union and will now form part of all employees' terms and conditions of employment with the company.
- D.** If you choose to contract in to the company pension scheme, your agreed _____ of £275 per month will be automatically deducted from your monthly salary without the need for any further action on your part.
- E.** Your main tasks and responsibilities are set out in the job description attached to this contract and include the duty to perform your job to the best of your ability and additionally to _____ any more general duties implied by law.
- F.** Any internal applicants for the position of Community Relations Officer are required to submit a full and updated _____ to the Human Resources Department by the closing date.
- G.** The Employer agrees to employ the Employee, and the Employee hereby accepts such employment, on the terms and conditions set forth herein commencing on July 4 2022, hereinafter referred to as the '_____ '.
- H.** No Employee shall work more than seven _____ overtime, except where occasionally, due to unforeseen circumstances, Employees may be required to work overtime for longer than seven days without interruption, in which case the maximum number of days of overtime shall not exceed 14 days in any twenty-eight day period.
- I.** My client left her position as she feels she was victimised by her manager and will be submitting a claim to the Employment Tribunal on the grounds of _____ under Section 95 of the Employment Rights Act 1996.
- J.** Due to the failure of all attempts to resolve your maternity leave issue, the company, while making no admission of liability in this matter, would like to negotiate a binding _____ with you in order to avoid litigation in an Employment Tribunal.

Practice Sentences (C)

- K.** You are required, under the Rehabilitation of Offenders Act 1976, to inform the firm of any 'unspent' _____ and any failure to do so may result in the immediate termination of your employment.
- L.** Your contract of employment clearly states that no employee may return to _____, which includes the car park, after 6pm regardless of whether he or she has been issued with a key. Should you have reason to return you must contact the Security Office for assistance.
- M.** Applicants are encouraged to attach a _____ to their CV when applying for the position, setting out the reasons why they think they have the skills and experience necessary for the efficient carrying out of the duties involved.
- N.** Employees are permitted to _____ a maximum of 5 days unused holiday entitlement into the next Annual Leave Year, which will begin on 1 April each year.

Answer Key

A

- A. absence
- B. appraisal
- C. affect
- D. appointment
- E. applicants
- F. allegation
- G. accrued
- H. adverse effect
- I. assessment of performance
- J. appeal
- K. age discrimination
- L. automatically unfair
- M. administrative work
- N. attributable to

B

- A. borne
- B. business day
- C. bankruptcy
- D. bank holidays
- E. back pay
- F. benefit in kind
- G. bonus payment
- H. benefits
- I. bound by
- J. background check
- K. bullying
- L. breach of contract
- M. branch
- N. bank transfer

C

- A. continuous employment
- B. closing date
- C. collective agreement
- D. contribution
- E. comply with
- F. Curriculum Vitae
- G. Commencement Date
- H. consecutive days
- I. constructive dismissal
- J. compromise agreement
- K. criminal conviction(s)
- L. company premises
- M. covering letter
- N. carry over/forward