

# Understanding the Workplace

Contracts, probation, conduct, disciplinaries, redundancy and your rights at work — explained clearly.

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Most young people start their first job with no idea what their employment contract actually means, what probation involves, or what their rights are if something goes wrong at work. This guide explains the parts of workplace life that nobody tells you about in plain language, before you need it.

## What this guide covers:

- 01 Your employment contract: what every clause actually means
- 02 Probation: what it is and how to pass it
- 03 Codes of conduct and workplace policies
- 04 Disciplinary procedures: what happens and what your rights are
- 05 Grievances: how to raise a complaint properly
- 06 Redundancy: what it is, what you're entitled to, and what to do
- 07 Dismissal and termination: the difference between fair and unfair
- 08 Your key employment rights: the ones every worker should know

## Important note:

- This guide is for information only — it is not legal advice.
- If you face a serious workplace issue, contact ACAS ([acas.org.uk](https://acas.org.uk)) or Citizens Advice ([citizensadvice.org.uk](https://citizensadvice.org.uk)) for free, confidential guidance.
- Employment law changes over time. Always check [gov.uk](https://gov.uk) for the most current rules.

# 01 Your Employment Contract

*Every job comes with a contract. Know what you're signing.*

An employment contract is a legally binding agreement between you and your employer. You must receive a written statement of employment particulars on or before your first day. If you haven't received one within two months, ask for it in writing.

Here is what every section of a standard contract means:

<b>Job title and description</b>	Defines your role. If your employer asks you to regularly do work significantly outside this description without agreement, they may be changing your contract, which requires your consent.
<b>Start date</b>	The date your employment begins. This affects your length of service, which matters for statutory rights like redundancy pay.
<b>Hours of work</b>	Your contracted hours. Working consistently beyond these without pay is not acceptable unless you've agreed to it in writing.
<b>Place of work</b>	Where you are expected to work. If your employer wants to change your place of work permanently, they should consult you first.
<b>Salary and pay frequency</b>	Your agreed pay rate and when you will be paid. Check it against your payslip on your first payday as errors may occur.
<b>Holiday entitlement</b>	The statutory minimum is 28 days per year for a full-time worker (including bank holidays). Part-time workers receive a pro-rata equivalent. Check whether bank holidays are included or in addition.
<b>Notice period</b>	How much notice you or your employer must give before ending employment. Statutory minimum is one week after one month of service, rising to one week per year of service up to 12 weeks. Your contract may offer more.
<b>Probation period</b>	A trial period at the start of employment (typically 3 to 6 months). Rights during probation differ from full employment; see Section 02.
<b>Pension</b>	Employers are legally required to auto-enrol eligible workers into a workplace pension. If you are 22 or over and earn above £10,000 per year, you will be enrolled automatically.

**Sick pay**

States what you will receive if you are off sick. Statutory Sick Pay (SSP) is the legal minimum (£116.75 per week, paid from day 4 of consecutive illness. The first 3 days are unpaid waiting days.). Some employers offer more.

**Confidentiality clause**

Requires you not to share sensitive company information. This is standard. Do not discuss client data, pricing, or internal processes externally.

**Restrictive covenants**

May limit what you can do after leaving. E.g you are not permitted to work for a direct competitor for a period. These are more common in professional roles.

**If something in your contract doesn't look right:**

- Do not sign until you have read and understood every section.
- Ask your employer to explain anything you are unsure about — this is completely normal.
- Do not assume verbal promises are binding. If your employer has made commitments not in the contract, ask for them to be added.
- Once signed, a contract can only be changed by mutual agreement — your employer cannot unilaterally change its terms.

## 02 Probation

*A trial period — for both of you.*

Probation is a defined period at the start of employment, usually 3 to 6 months, during which your employer assesses whether you are right for the role. What most people don't realise is that it works both ways: you are also assessing whether the role is right for you.

### WHAT YOUR EMPLOYER WATCHES

**Your employer will be looking at:**

**Attendance and punctuality:** *are you reliable?*

**Quality of work:** *do you meet the standards expected?*

**Attitude and conduct:** *do you fit the culture and team?*

**Initiative:** *do you ask questions and take ownership?*

**Communication:** *do you raise issues rather than hide them?*

### WHAT YOU SHOULD WATCH

**You should be assessing:**

Is the role what was described?

Is the management style one you can work with?

Are the hours and conditions as agreed?

Is there real opportunity to develop?

Do you feel respected and fairly treated?

### Your rights during probation

#### Important — probation does not remove your rights:

- You are entitled to the National Minimum Wage from day one. Probation does not change this.
- You are protected from discrimination from day one — race, gender, disability, age, religion and other protected characteristics.
- You are entitled to statutory sick pay if you are ill.
- You accrue holiday from day one and are entitled to take it (subject to notice requirements).
- You cannot be dismissed for whistleblowing, asserting a legal right, or raising a health and safety concern even during probation.

What probation does affect: your notice period is usually shorter during probation, as stated in your contract, and you may not yet qualify for enhanced company benefits like private healthcare or enhanced sick pay.

### How to pass probation

#### Show up reliably

**1** Punctuality and consistent attendance are the simplest signals of professionalism. Arrive on time, every time. If you are going to be late or absent, communicate proactively — before, not after.

#### 2 Ask questions early

Employers want to see that you are learning. Asking questions in the first month is a sign of engagement. Not asking questions and then getting things wrong is a much bigger problem.

### **Take feedback seriously**

- 3 You will receive feedback during probation — formal or informal. Act on it visibly and quickly. This is the clearest way to show you are coachable.

### **Understand expectations clearly**

- 4 Ask your manager at the start of probation: 'What does success look like in this role after three months?' Get it in writing if possible. Then deliver against that specific standard.

### **Raise problems — don't hide them**

- 5 If you are struggling with something, say so early. Managers are far more forgiving of honest early problems than of late discoveries that have been hidden.

### **If you are dismissed during probation:**

- Your employer must give you the notice period stated in your contract (or statutory minimum if that's longer).
- You are entitled to be paid for all hours worked up to your last day.
- You can ask for feedback — most employers will give it.
- If you believe the dismissal was discriminatory, you can raise a claim regardless of your length of service.

## 03 Codes of Conduct & Workplace Policies

*The written rules — and the unwritten ones.*

Most employers have a staff handbook or set of policies that sit alongside your contract. You should receive these on or before your first day. Read them. Not knowing a policy is rarely accepted as an excuse for breaching it.

Policy	What it covers	Why it matters
<b>Code of conduct</b>	Expected standards of behaviour — professionalism, respect, honesty, dress code	Breaches can lead to disciplinary action
<b>Equal opportunities</b>	Commitment to treating all employees fairly regardless of protected characteristics	Sets the standard for how you treat colleagues and customers
<b>Anti-harassment and bullying</b>	Defines unacceptable behaviour and the process for reporting it	Protects you — and sets boundaries for how you behave
<b>Social media policy</b>	What you can and cannot post about the company or colleagues online	Breaching this has resulted in dismissals — know the rules
<b>Confidentiality policy</b>	Handling of sensitive company, client and colleague information	Applies inside and outside work — including after you leave
<b>Absence and sickness</b>	How to report absence, fit notes, return-to-work procedures	Failing to follow the correct procedure can lead to disciplinary action even for genuine illness
<b>Health and safety</b>	Your responsibilities and the employer's obligations for a safe workplace	You have a legal right to a safe working environment
<b>Whistleblowing policy</b>	How to report illegal activity, fraud or serious misconduct within the organisation	You are legally protected from retaliation for whistleblowing in good faith
<b>Grievance procedure</b>	The process for raising a formal complaint about your treatment at work	See Section 05 — knowing this procedure protects you

### The unwritten rules — equally important:

- Meetings: arrive on time. If you are going to be late, message ahead.
- Email: respond within one working day where possible. Read emails before sending — tone is harder to read in writing.
- Mistakes: own them early and offer a solution. Hiding errors makes them significantly worse.
- Relationships: be professional with everyone — the receptionist, the intern, the senior partner. People notice.
- Your phone: follow the culture of the room. In client-facing or formal meetings, it stays away.
- Gossip: never engage with it. Office politics can derail your career faster than underperformance.

## 04 Disciplinary Procedures

*What happens when something goes wrong — and what your rights are.*

A disciplinary procedure is the process your employer uses to address conduct or performance issues. Most disciplinary processes follow [ACAS](https://www.acas.org.uk) guidelines, which provide a fair framework that protects both employer and employee.

### The stages of a disciplinary process:

#### 1 Informal conversation

For minor issues, a manager may first raise the concern informally. It's a direct conversation about the problem and what improvement is needed. This is not a formal disciplinary action and should not be treated as one.

#### 2 Formal investigation

For more serious matters, your employer may conduct an investigation. This involves speaking to witnesses, reviewing evidence, and checking records. You may be asked to participate or respond to questions.

#### 3 Disciplinary hearing

A formal meeting where the concern is put to you and you have the opportunity to respond. You have the right to be accompanied by a trade union representative or a workplace colleague.

#### 4 Outcome

Following the hearing, your employer will communicate a decision. Possible outcomes are: no action, a first written warning, a final written warning, or — in serious cases — dismissal.

#### 5 Right of appeal

If you believe the outcome was unfair, you have the right to appeal. You must be informed of this right and given a reasonable time to submit an appeal.

Outcome	What it means	How long it stays on record
<b>First written warning</b>	A formal record that a conduct or performance issue has been identified	Typically 6–12 months — then spent if no further issues
<b>Final written warning</b>	A serious warning indicating that dismissal will follow if the issue continues or recurs	Typically 12 months
<b>Demotion</b>	A reduction in role or responsibility as an alternative	Permanent until role changes again

	to dismissal — requires your agreement	
<b>Dismissal with notice</b>	Employment ended with the contractual or statutory notice period paid	Permanent — but you may be entitled to appeal
<b>Summary dismissal</b>	Immediate dismissal without notice — only for gross misconduct	Permanent — this is the most serious outcome

**What counts as gross misconduct:**

- Theft, fraud or dishonesty
- Physical violence or threatening behaviour
- Serious harassment or bullying
- Serious breach of health and safety rules
- Being under the influence of alcohol or drugs at work
- Unauthorised disclosure of confidential information
- Serious insubordination — deliberate and wilful refusal to follow a reasonable instruction

**Your rights in a disciplinary process:**

- The right to be informed of the allegation in writing before any hearing.
- The right to be accompanied at a formal hearing by a trade union rep or a workplace colleague.
- The right to respond to the allegation and present your case.
- The right to appeal the outcome.
- The right not to be dismissed without a fair procedure having been followed — except in cases of gross misconduct.

## 05 Raising a Grievance

*How to make a formal complaint — and when to use it.*

A grievance is a formal complaint raised by an employee about their treatment at work. Most people never raise one, either because they don't know how, or because they worry about the consequences. Understanding the process removes both of those barriers.

### You might raise a grievance if:

- You are being bullied, harassed or treated unfairly by a manager or colleague
- You believe you have been discriminated against because of a protected characteristic
- Your terms and conditions are not being honoured e.g. hours, pay, holiday
- Your health and safety is being put at risk
- You have been passed over for promotion or opportunities without fair reason
- You have reported a concern and faced retaliation as a result

### The grievance process:

#### 1 Try informally first

- 1 If appropriate, raise the issue directly with the person involved or your line manager. Many issues resolve at this stage without needing a formal process.

#### 2 Submit a written grievance

- 2 If informal resolution fails or is not appropriate, submit your grievance in writing to your HR department or, if there is no HR, your line manager's manager. State clearly what happened, when, who was involved, and what outcome you are seeking.

#### 3 Grievance meeting

- 3 Your employer should invite you to a meeting to discuss the grievance. You have the right to be accompanied by a trade union rep or workplace colleague. Bring any evidence — messages, emails, dates, notes.

#### 4 Written outcome

- 4 Your employer must respond in writing with their decision and reasoning. If the grievance relates to your manager, it should be handled by someone else senior.

#### 5 Appeal

- 5 If you are not satisfied with the outcome, you have the right to appeal. State clearly why you believe the decision was wrong or the process unfair.

### If you are worried about raising a grievance:

- You are legally protected from detriment or dismissal for raising a genuine grievance.
- Keep records of everything — dates, conversations, messages, witnesses.
- If you feel unsafe raising it internally, contact ACAS ([acas.org.uk](https://acas.org.uk)) for free, confidential guidance first.
- ACAS also runs an [Early Conciliation service](#) that can help resolve disputes before they reach an employment tribunal.

# 06 Redundancy

*What it is, what you're entitled to, and what to do next.*

Redundancy is when your employer needs to reduce their workforce — usually because of financial pressure, restructuring, or a role no longer being needed. It is not a reflection of your performance. It is a business decision.

### GENUINE REDUNDANCY:

- The role is no longer needed
- The business is closing or downsizing
- Work of a particular kind has reduced or ended
- The employer is relocating and you cannot move
- Automation has replaced the need for the role

### NOT REDUNDANCY:

- You have done something wrong, that is dismissal
- Your performance is poor, that is a performance procedure
- A personality clash or relationship breakdown
- Your employer simply wants to replace you with someone cheaper
- Discriminatory reasons. These are unlawful.

### What you are entitled to in a redundancy:

Entitlement	Detail
<b>Notice period</b>	Your contractual notice period, or statutory minimum (whichever is longer). You may be asked to work it or paid in lieu.
<b>Statutory Redundancy Pay</b>	If you have been employed for 2 or more years. Calculated based on age, length of service and weekly pay (capped at £643/week for 2025/26).
<b>Consultation</b>	Your employer must consult with you before confirming redundancy. For 20 or more redundancies, a formal 45-day collective consultation is required.
<b>Time off to look for work</b>	If you have 2 or more years' service, you are entitled to reasonable paid time off to look for a new job during your notice period.
<b>Final pay</b>	All outstanding pay, holiday pay and any other entitlements owed up to your last day.
<b>Written reasons for dismissal</b>	You are entitled to a written statement of reasons for your redundancy.

### Statutory Redundancy Pay calculation:

- Half a week's pay for each full year of service under age 22
- One week's pay for each full year of service between ages 22 and 40
- One and a half week's pay for each full year of service aged 41 or over

- Service is capped at 20 years. Weekly pay is capped at £643 (2025/26).
- Use the redundancy pay calculator at [gov.uk/calculate-your-redundancy-pay](https://gov.uk/calculate-your-redundancy-pay)

**If you think your redundancy is unfair:**

- You cannot challenge redundancy if you have less than 2 years' service — except in cases of discrimination.
- With 2 or more years' service, you can claim unfair dismissal if the selection process was unfair or the procedure was not followed.
- Contact ACAS on 0300 123 1100 within 3 months of your dismissal date — this is a strict time limit.

## 07 Dismissal & Termination

*The difference between fair, unfair and wrongful dismissal.*

Dismissal is when your employer ends your employment. Understanding the different types matters, because the type affects what you are entitled to and what you can do about it.

Type	What it means	Your options
<b>Fair dismissal</b>	Employment ended for a legitimate reason (i.e. conduct, capability, redundancy) following a fair procedure	You can appeal internally. With 2+ years service you can claim unfair dismissal if the procedure wasn't followed.
<b>Unfair dismissal</b>	Dismissed without a fair reason or without following a fair procedure	You can bring a claim to an employment tribunal. You generally need 2+ years service, but not for automatically unfair reasons.
<b>Automatically unfair dismissal</b>	Dismissed for asserting a legal right, whistleblowing, pregnancy, trade union activity, jury service, or taking parental leave	No length of service required — you can claim from day one.
<b>Wrongful dismissal</b>	Dismissed in breach of your contract e.g. without the correct notice period	You can bring a breach of contract claim regardless of length of service.
<b>Constructive dismissal</b>	You feel forced to resign due to your employer's conduct e.g. a serious breach of contract, bullying, or drastically changing your role without agreement	You can claim this as dismissal. Seek advice from ACAS before resigning — timing matters.

### If you are dismissed:

- Ask for written reasons — you are entitled to them.
- Do not sign anything under pressure on the day, including settlement agreements. Ask for time to take advice.
- Contact ACAS within 3 months of the dismissal date if you want to bring a claim. This is a strict deadline.
- Citizens Advice and ACAS both offer free, confidential guidance and can help you understand your options.

### Settlement agreements:

- An employer may offer you a settlement agreement. This consists of a payment in exchange for waiving your right to bring a claim.
- You must take independent legal advice before signing one. Your employer is usually required to contribute to the cost of this advice.
- Never sign a settlement agreement on the same day it is offered. Take time.



## 08 Your Key Employment Rights

*The rights every worker should know from day one.*

Employment law gives you a set of rights from the moment you start work. Most young workers don't know what these are — which means they can't protect them. Here are the most important ones.

Right	What it means	When it applies
<b>Right to the National Minimum Wage</b>	You must be paid at least the minimum wage for your age group on every payslip, for every hour worked — including mandatory training and any time your employer requires you to be available.	From day one
<b>Right to a written contract</b>	You must receive a written statement of employment particulars on or before your first day.	From day one
<b>Right to a payslip</b>	Your employer must give you a payslip on or before every pay date.	From day one
<b>Right to 28 days' paid holiday</b>	Full-time workers are entitled to at least 28 days per year (including bank holidays). Part-time workers get a proportional amount.	From day one (accrued)
<b>Right to rest breaks</b>	If you work more than 6 hours, you are entitled to a 20-minute rest break. Workers aged 16–17 are entitled to a 30-minute break after 4.5 hours.	From day one
<b>Right to a safe working environment</b>	Your employer has a legal duty to protect your health, safety and welfare at work.	From day one
<b>Right not to be discriminated against</b>	Protection from discrimination based on 9 protected characteristics: age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion/belief, sex, and sexual orientation.	From day one
<b>Right not to be unlawfully deducted wages</b>	Your employer cannot take money from your wages without your written agreement or a legal authorisation.	From day one

<b>Right to Statutory Sick Pay</b>	If you are ill for 4 or more consecutive days and earn above the lower earnings limit (£123/week in 2025/26), you are entitled to SSP of £116.75/week from day 4.	After meeting the threshold
<b>Right to redundancy pay</b>	If you are made redundant having worked for 2 or more years, you are entitled to statutory redundancy pay.	After 2 years' service
<b>Right to claim unfair dismissal</b>	If you are dismissed having worked for 2 or more years, you have the right to challenge dismissal at an employment tribunal — unless it is automatically unfair (see Section 07).	After 2 years' service (day one for automatic unfair dismissal)
<b>Right to request flexible working</b>	You can make a formal request for flexible working from your first day of employment.	From day one

**Useful contacts and resources:**

- ACAS — advice, early conciliation and support: [acas.org.uk](https://acas.org.uk) | 0300 123 1100
- Citizens Advice — free legal and employment advice: [citizensadvice.org.uk](https://citizensadvice.org.uk)
- GOV.UK Employment Rights — official guidance: [gov.uk/browse/working](https://gov.uk/browse/working)
- Equality Advisory Support Service (EASS) — discrimination advice: [equalityadvisoryservice.com](https://equalityadvisoryservice.com) | 0808 800 0082
- Health and Safety Executive (HSE) — workplace safety: [hse.gov.uk](https://hse.gov.uk)
- Employment Tribunal claims — must be filed within 3 months of the incident: [gov.uk/employment-tribunals](https://gov.uk/employment-tribunals)

**Knowing your rights doesn't make you difficult.**

**It makes you prepared.**

More free resources at [careerguide.network](https://careerguide.network)