

Example of a written statement

The following gives an example of a possible form of a written statement of main terms and conditions of employment under the Employment Rights Act 1996.

Written statement of employment particulars

1. You (Name of employee)
began employment with (Name of employer)
ON (Date employment started)

2. *a) Your previous employment with (Name of previous employer or employers)
.....
does count as part of your period of continuous employment which
therefore began on (Date period of continuous employment commenced)
.....
or

*b) Your previous employment **does not** count as part of your period of
continuous employment

*delete (a) or (b) as appropriate

3. a) You are employed as a (job title)
.....
or

b) A brief description of the work for which you are employed (Brief
work description)

- 4. a) Your place of work is (Address of workplace)
.....
- b) You are *required/permitted to work at the following places
(Give details)
.....

*delete as appropriate

and the address of your employer is (Address of employer)
.....

- 5. Your pay will be (Particulars of scale or rate of remuneration, or of the method of calculating remuneration)

- 6. You will be paid (Particulars of intervals at which remuneration is to be paid)
.....

- 7. Your hours of work are (Particulars – including details of any normal working hours)
.....

- 8. Your holiday entitlement is (Particulars – including entitlement to holiday pay and public holidays. You must give enough information to enable entitlements, including accrued holiday pay on termination, to be precisely calculated)
.....

- 9. a) In case of incapacity for work (Terms and conditions relating to sickness or injury and any provision for sick pay)
.....

or

b) Particulars of any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay, can be found in (Refer to provisions of some other document which the employee

has reasonable opportunities of reading in the course of his or her employment
or which is made reasonably accessible to him or her in some other way)

.....

10. a) Particulars of pensions and pension schemes are (Particulars)

.....

or

b) Particulars of terms and conditions relating to pensions and pension schemes, can be found in (Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him or her in some other way)

.....

11. a) The amount of notice of termination of your employment you are entitled to receive is (Period of notice)

.....

The amount of notice you are required to give is (Period of notice)

.....

or

b) Particulars of the amount of notice of termination of your employment that you are entitled to receive and are required to give are contained in (Refer to relevant legislation or the provisions of any collective agreement directly affecting the terms and conditions of the employment, which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him or her in some other way)

12. a) Your employment is permanent – subject to 11 above, to general rights of termination under the law and to the following (Details of any other rights of termination)

or

b) Your employment contract is for a fixed term and expires on (Date)...

or

c) Your employment is temporary and is expected to continue for

(Period of likely duration)

This should be used only as an indication of the likely duration

13. The collective agreements which directly affect the terms and conditions of your employment are (Details identifying the relevant agreements and indicating, where the employer is not a party, the persons by whom they were made)

.....

14. *a) You are not expected to work outside the UK (for more than one month) delete words in brackets if they are inappropriate

or

*b) You will be required to work in (Details of work location outside the UK)

.....

for (Period of work outside UK, where more than one month).....

You will be paid in (Currency).....

and will be entitled to (Details of any additional remuneration payable to the employee, and any benefits to be provided, because he/she is required to work outside the UK)

.....

The terms relating to your return to the UK are (Details)

*delete (a) or (b) as appropriate

15. a) The disciplinary rules which apply to you are (An explanation of the rules)

Or

b) The disciplinary rules which apply to you can be found in (Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him or her in some other way)

16. If you are dissatisfied with any disciplinary decision which affects you, you should apply in the first instance to: (Name of the person an employee application should be made to, or position held, e.g.: supervisor)
.....

17. You should make your application by (Explain how applications should be made)
.....

18. If you have a grievance about your employment you should apply in the first instance to (Name of the person an employee grievance should be raised with, or position held, e.g.: personnel officer)
.....

19. You should make your application by (Explain how grievances are to be raised)
.....

20. a) Subsequent steps in the firm's disciplinary and grievance procedures are (An explanation of the steps)
.....

or

b) Subsequent steps in the firm's disciplinary and grievance procedures are set out in (Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him or her in some other way)
.....

21. A contracting-out certificate under the Social Security Pensions Act 1975 ***is/is not** in force for the employment this statement is being issued for
.....

*delete as appropriate