Written Statement of Terms of Employment Guidance Notes

1. Continuous Employment

A number of statutory employment rights depend upon the employee having a certain period of 'continuous employment'. A period of employment counts towards the employee's continuous service only if it is unbroken. Work with a previous employer may sometimes count towards the employee's continuous service. This will usually be the case where there has been a merger or takeover of the employee's old company. The rules on this are not simple and if in doubt you should seek legal advice.

1. and 3. Job Title and Job Description

The law requires you to include a brief description of the work involved or a job title. It is important that the employee understands the range of duties to be reasonably undertaken. This is particularly important where flexible working practices have been introduced.

Where the employee is required to work outside the United Kingdom for a period of more than one month, you must outline in the written statement:

* the period for which the employee is to work outside the UK
* the currency in which the employee is to be paid
* any additional remuneration
* any terms and conditions relating to the employee's return to the UK

1. Job Location

You should state the precise location of the job. You should outline clearly the extent of mobility required - whether the employee is required to work at more than one location in an area, perhaps to cover for illness or provide holiday relief at other sites or anywhere in the UK.

1. Pay

It is important to provide employees with clear, comprehensive information about their pay and other benefits because misunderstanding about pay causes mistrust.

(You must comply with national minimum wage) If it is appropriate to your company, you should include the following information on the written statement

* details of bonus schemes
* overtime rates and when they apply
* details of other benefits such as luncheon vouchers, allowances for clothing, travel etc. deductions from pay
* methods of payment
* standby arrangements and payments
* company cars/vehicles

1. Hours of Work

Any terms and conditions relating to normal working hours should be included. Set out any arrangements for working rotas, specify any week-end rotas and arrangements for bank holiday working. Outline any special arrangements for part-time workers. State whether overtime is voluntary, compulsory or guaranteed and how much notice of overtime will be given. The Agricultural Wages Order stipulates hours of work, rates of overtime etc for in-scope employees.

1. Holidays

The law requires particulars of all terms and conditions relating to holiday entitlement, including public holidays and holiday pay to be included in the written statement. The particulars should be sufficient to enable the employee to calculate any holiday entitlement, and entitlement to accrued holiday pay on termination.

If appropriate, the statement should also include particulars relating to:

* how holiday pay is calculated, i.e does it include commission, shift allowances, overtime pay?
* how holiday pay is accrued (including for part-timers)

It might also be useful to include information on:

* any restrictions on when holidays may be taken
* methods of resolving disputes about when holidays may be taken
* details of agreed holiday periods when the business is closed
* the restriction on the carrying of holiday not taken into the next holiday year

1. Sickness Absence

This is one of the four areas where you can refer employees to other documents. If you wish to do this you must ensure that the employee has reasonable access to the document, whether it be a staff handbook or some other form. Copies could be put on notice boards or made available in rooms to which employees have easy access or attached to the statement itself. It is advisable to explain not only when the employee is entitled to sick pay but also details of any conditions attached to it such as length of service, waiting days and S.S.P., how long it lasts and what happens if employees are sick during a holiday.

1. Absence from Work

You are not required by law to include this section. However, this issue often causes problems so it is important to make it clear to employees that they should contact a particular person (normally their line manager) as soon as possible on their first day of absence (for whatever reason). It is important to ensure that all employees understand the company procedures for notifying absence.

1. Pension Scheme

Auto Enrolment.

See details at

<https://www.nestpensions.org.uk/schemeweb/nest/aboutnest/pensions-are-changing/auto-enrolment.html>

1. Ending the Employment

There should be provision for reasonable notice on either side to terminate the contract. The periods of notice that are set out in the Statement are the minimum periods required by law. If you wish to increase the periods of notice required by you, then you must obtain the agreement of the employee or it must have been be agreed within the original contract of employment.

Where the employment is temporary, you should state on the written statement when it is expected to end. If the contract is for a fixed period, you should state the date when it is expected to end.

1. Disciplinary Rules

It is essential to have disciplinary rules because they can help avoid misunderstandings. The law allows you to refer employees to a separate document for the full details. You must, in the written statement itself, give the name or job title of the person to whom the employee can appeal against disciplinary action or decisions, and details of the manner in which an appeal should be made. Where there are further steps following such an appeal, those steps should be explained. You can explain these steps by reference to another document. Written rules, wherever possible, should be kept to a minimum. It is good practice to ensure that employees understand the rules and accept that they are reasonable and fair.

Whatever the size of your organisation, you must draw up a disciplinary procedure, which will help you to deal with disciplinary issues fairly and also give you a better chance of successfully defending a claim of unfair dismissal should it ever arise.

1. Grievances

You must state the name or the job title of the person in the statement to whom the employee can apply if he or she has a grievance. If you have a grievance procedure, the law allows you to refer employees to a separate document which must be readily available and which should provide them with more information about the grievance procedure. A grievance procedure can be of mutual benefit to both employer and employees because it can provide an open and fair way for employees to make known their complaints and it can help to resolve grievances quickly before they fester and become major problems. It is good practice to have the appeal heard by someone who was not involved in dealing with the issue concerned.

1. Employee's Signature

There is no legal requirement that an employee should sign his or her written statement. However, employees who are asked to sign the statement are probably more likely to have read and questioned its contents and there is less likelihood of future disputes over the terms of these particulars of employment. You can ask for acknowledgement of receipt, which just records that the employee received the document or you can ask for confirmation that it is correct. You should not, however, put undue pressure on employees to accept what may be your view of the particulars and not theirs. Refusal by an employee to sign the statement does not invalidate it. You should record the fact on the document with your signature and date.