

Self Help Guide

Sample Written Statement of Main Terms and Conditions of Employment

The sample wording in this document is for guidance only. The wording must reflect your current contractual arrangements. Any errors or omissions cannot be held to be the responsibility of the Labour Relations Agency. It is also important to review and maintain your document to ensure compliance with changes in statutory obligations.

Statement of Main Terms and Conditions of Employment

In compliance with the Employment Rights (Northern Ireland) Order 1996 this Statement sets out certain terms and conditions of your employment contract which are relevant on _____ (*date of issue*)

1 Name/Address of Employer

----- Postcode -----

Name/Address of Employee

----- Postcode -----

2 Date of Commencement of Employment

- (a) Your employment with this Organisation began on _____.
- (b) You were/are appointed to the position of _____ on _____.

3 Continuity of Employment

Previous employment with this or any other employer, prior to the date specified (at 2(a) or (b)), will not count as part of your period of continuous employment.

or

Previous employment with _____ will count as part of your period of continuous employment, which therefore began on _____.

(Previous employment which is continuous with this employer will count where there is no intervening break in service - e.g. promotion or moving from temporary to permanent status. Previous service with another employer can count as continuous when there has been a transfer of a business or a service.)

4 Period of Employment

(In each of the following situations, you may wish to clarify that employment is subject to certain other provisions of the contract of employment such as any provisions on probation, notice of termination, or general rights of termination in law.)

Your employment is permanent.

or

Your employment is temporary and is expected to continue for *(period of likely duration)* months. However, circumstances may dictate an earlier (or later) termination.

or

Your employment contract is for a fixed term and expires on _____.

5 Job Title

You are employed as a _____.

and/or

A brief description of your work is as follows:

or

Your job description is attached as Appendix ___ to this document.

6 Place of Work

Your place of work is as indicated at Section 1 above.

or

You are based at _____ but you are required to work at any place where the employer has clients or prospective clients.

and

Requirement to Work Outside the UK

You are not required to work outside the UK (for more than one month).

or

You are not required to work outside the UK for more than one month. You may however be required to work in the Republic of Ireland for periods of short duration.

or

You are liable under your contract of employment to work outside the UK. Particulars currently applicable to such situations, where the duration of the period of working is to exceed one month are as follows:

(Under each of the 4 headings listed below specify the relevant particulars if such exist. If there are no relevant particulars which can be entered under any particular heading at the time of issue of the statement, then state that fact under the particular heading.)

1. Duration of the period

2. Currency of remuneration during the period

3. Additional remuneration or benefits applicable during the period

4. Terms and conditions applicable on return to UK

Where there is any change in the information provided in 1 to 4 above, you will be individually notified in writing, within one month of the change or before the date on which you leave to work outside the UK for more than a month, if this date is less than one month from the change.

7 Pay

Rate

Your rate of pay is currently £ _____ (gross) per hour/week/month/annum and thereafter as itemised on the pay slip, which you receive with your pay.

(If you operate a payments system in addition to, or other than, a straightforward basic wage system, for example, a bonus or commission scheme, written details including method of calculation should be supplied with the Statement.)

Pay Arrangements

You pay week runs from _____ to _____. You will be paid in arrears on the following _____ by cash/cheque/Bacs.

or

You will be paid monthly on _____ by cheque/Bacs.

8 Hours of Work

Your normal hours of work are _____ hours per week, e.g. 9:00 am to 5:00 pm Monday to Friday. You will receive a paid/unpaid meal break of _____ minutes and a paid/unpaid tea break of _____ minutes each morning/afternoon.

or

You will be employed for _____ hours per week and your daily working hours, including paid/unpaid meal breaks of _____ minutes and paid/unpaid tea breaks of _____ minutes shall be in accordance with a (variable) rota determined by management. Details of the rota are posted in the _____.

or

You will be employed for _____ hours per week and your daily hours of work shall be as follows:

Monday	am/pm	to	am/pm
Tuesday	am/pm	to	am/pm
Wednesday	am/pm	to	am/pm
Thursday	am/pm	to	am/pm
Friday	am/pm	to	am/pm
Saturday	am/pm	to	am/pm
Sunday	am/pm	to	am/pm

You will receive a paid/unpaid meal break of _____ minutes and a paid/unpaid tea break of _____ minutes in the morning/afternoon.

9 Overtime/Additional Hours

Requirement

You may be required to work additional hours/overtime in addition to your normal contracted hours. Additional hours/overtime is not guaranteed but you will be expected to work a reasonable number of hours if requested.

or

You will be required to work additional hours/overtime each week/month. These additional hours are guaranteed and you will be required to work them.

or

You may be offered additional hours/overtime on occasions and you can choose if you wish to work these hours.

Payment/Compensation for overtime/additional hours

Payment for overtime/additional hours worked shall be at the basic hourly rate/rate of _____.

or

When you work in excess of _____ hours each week you shall be paid at the rate of _____.

or

You will not receive payment for additional hours worked. You will however receive equivalent time off in lieu. This must be taken within 1 month, at a time to be agreed with management.

10 Holiday Entitlement

Annual Days

The holiday year runs from _____ to _____.

If you are in this Employment for a full holiday year, you will be entitled to _____ hours/days/weeks paid holiday in that year.

The minimum paid leave entitlement is 5.6 weeks based on the employee's contracted hours.

If you join this employer after the commencement of a holiday year, you shall be entitled in that holiday year to annual holiday with pay proportional to your length of service in the remainder of that holiday year.

Customary Days

This employer does not recognise any customary days.

or

This employer recognises the following customary holidays with pay

(a) in addition to your annual leave entitlement.

or

(b) as part of your annual leave entitlement.

New Year's Day
St Patrick's Day
Easter Monday
Easter Tuesday
May Day
Spring Bank Holiday
July 12
July 13
August Bank Holiday
Christmas Day
Boxing Day

(Choose from this list the days you recognise)

Part-time employees are entitled to customary holidays on a pro rata basis.

Due to the nature of the business/organisation you will be required to work on some, if not all, of these days. When you are required to work on any of these days, you shall be paid at your basic rate/at the rate of _____ and receive a day off in lieu to be mutually agreed.

(If this clause is used in a situation where the employer's holidays in total meet but do not exceed the statutory minimum, a paid day off in lieu must be given i.e.

it should not be optional.)

On termination of your employment

You shall be entitled to annual holiday with pay, or pay in lieu thereof, proportional to your length of service in that holiday year, less any annual holidays already taken. If you leave employment and have taken more leave than you have earned, the employer will recover from your final pay, monies equivalent to the leave you have taken, in excess of your entitlement.

Part-time employees

Part-time employees are entitled to the same holidays (on a pro rata basis) as a comparable full-time employee. You must ensure when completing this document for part-time employees that you clearly outline the part-time employee's holiday entitlement.

11 Annual Holiday Arrangements

(You may wish to include in this section any rules relating to booking/taking of holidays. The proposed wordings included here reflect the notice requirements provided in the Working Time Regulations. You are free to change these with the agreement of the employee.)

Employee Notification

Advance notice must be given to _____ when you wish to seek approval for holiday dates. The notice must be at least twice as long as the holiday being requested.

In your own interest, you should not make any holiday bookings until you receive approval.

Employee/Employer Notification and Closedowns

The business closes down for holiday at certain times/on certain days during the year and you are required to take all/part of your holidays at these times/on these days which are as follows:



The exact dates of these close-down periods will be notified to you in advance each year.

The dates for the balance of holidays must be approved in advance by _____.

The notice to be given must be at least twice as long as the holiday being requested.

In your own interest, you should not make any holiday bookings until you receive approval.

Employer Refusals

If the employer is unable to approve the dates you requested for holidays, you will be given notice of refusal in advance of the first requested day. The notice will be at least as long as the number of days/weeks of holiday being requested.

Carryover

Holidays may not be carried forward into the next holiday year.

or

Holidays in excess of 4 weeks may be carried over into the next holiday year.

Unused holidays or unused holidays in excess of your carry over entitlement, will be forfeited without compensation.

*The employer may allow **carryover** of any leave in excess of 4 weeks but cannot offer payment in lieu.*

(Employers must allow carryover of at least 4 weeks' leave where an employee has not taken their leave due to absence from work due to illness. Employers can however set a limit on the period over which holidays can accrue during periods of sickness. Current case law suggests that carryover can be limited to any leave

accrued in the previous 18 months.)

12 Holiday Pay

During holidays, employees will be paid at their normal rate of pay.

(To ensure compliance with current guidance established by case law, employees should receive the same pay during any holiday period as they would if they were at work. This therefore requires the employer to include in the holiday pay calculation any bonus or commission payments, or payment for additional hours which the employee normally works.)

(In the first year of employment the employer may require the employee to accrue holidays before being allowed to take them. For example, where a holiday shutdown occurs and the employee has not yet accrued enough service to qualify for paid holidays, all, or part of that period must be taken as unpaid leave.)

The section in this Statement on holidays, including holiday entitlement, annual holiday arrangements and holiday pay constitute a relevant agreement and are treated as agreed in writing.

13 Sickness Absence

There is no Employer's Sick Pay Scheme relating to your employment. If you meet the qualifying conditions, you will be entitled to Statutory Sick Pay and details are available from _____. Your attention is drawn to the Absence Notification and Certification Procedure set out in Appendix 1. You are required to make yourself conversant with this procedure.

or

If you are absent from work due to illness the employer will continue to pay you full pay (inclusive of any Statutory Sick Pay payable) for a maximum of _____ days/weeks in any (rolling) twelve-month period.

Any payment under this arrangement will be subject to you having completed _____ months/year(s) continuous service with the employer and having complied with the Absence Notification and Certification Procedure set out in Appendix 1.

or

Payment will be made for absence from work due to sickness or injury in accordance with the provisions of the Employer's Sick Pay Scheme. A copy of this Scheme is attached as Appendix _____ to this Statement/Details are listed below. Your attention is drawn to the Absence Notification and Certification Procedure also set out in Appendix 1. You are required to make yourself conversant with this procedure.

Outside this arrangement you may qualify for Statutory Sick Pay and details are available from _____.

14 Pension Scheme

Changes have been introduced in relation to pensions. In summary this will require employers to automatically enrol certain workers into a pension scheme and make contributions on their behalf. More information on pension obligations can be obtained from:-

- www.thepensionsregulator.gov.uk
- www.pensionsadvisoryservice.org.uk

The company offers _____. Details will be provided on commencement of employment with the company.

15 Notice of Termination

(The sample reflects the statutory provisions. Contractual variations are possible.)

If you have one month's continuous service or more you must **give** the employer one week's notice of your intention to terminate your employment.

If you have one month's continuous service you are entitled to **receive** one week's notice in the event of termination. This increases to 2 weeks after 2 years' continuous service and then by a further week for each complete year of continuous service, up to a maximum of 12 weeks.

In the case of gross misconduct, you will be dismissed summarily i.e. without notice and without payment in lieu of notice.

16 Collective Agreements

There are no collective agreements which directly affect the terms and conditions of your employment.

or

The collective agreements which directly affect the terms and conditions of your employment are:

(If you are not a party to the collective agreement/s, also indicate the parties who made it/them.)

17 Individual Grievance Procedure

The procedure for raising any individual grievance is set out in the attached Appendix 2 to this document. You are required to make yourself conversant with this document.

18 Discipline and Dismissal Procedures

18 (a) Disciplinary Rules and Procedures for Misconduct

The disciplinary rules and the procedure for dealing with disciplinary matters and appeals are set out in Appendix 3 to this document. You are required to make yourself conversant with this document.

18 (b) Dismissal Procedure – General

Where the employer is contemplating dismissing an employee or taking action short of dismissal, and does not have a specific procedure, the employer will comply with the Statutory Procedures as a minimum. Details are attached at Appendix 4.

(If you have any procedures relating to the dismissal of employees e.g. a redundancy or capability procedure, you must either attach a copy to this Statement or refer the employee to another document/handbook where it can be accessed.)

19 Changes in Terms and Conditions

From time to time your main terms and conditions of employment may be subject to change (e.g. by mutual consent). Should any change be agreed, this will be confirmed, within one month from the change taking effect, by individual written notification.

(If terms and conditions of employment are directly affected by a collective agreement you may have to refer to negotiated agreements.)

20 Employee's Signature

I hereby acknowledge receipt of this Statement together with a copy of:

- Appendix 1 Absence Notification and Certification Procedure
- Appendix 2 Individual Grievance Procedure
- Appendix 3 Disciplinary Rules and Procedures for Misconduct
- Appendix 4 Dismissal Procedure - General

_____ (Signature)

_____ (Date)