

6. Employing and managing people

6.6 Producing a written statement

You are required, under The Employment Rights Act 1996, to provide employees, within 2 months of their start of employment, with a written statement summarising the main particulars of employment. This is evidence of the contract of employment, a legally binding agreement between the employer and employee formed when the employee agrees to work for the employer in return for pay.

The law requires that certain key information must be included in the written statement. You are permitted to refer employees to other documentation, but only for certain areas.

The written statement should be written in a clear manner to avoid misinterpretation or ambiguity. Although there is no legal requirement for an employee to sign their written statement, those that are asked to sign the statement are more likely to have read it. A copy of the written statement should be retained in the employee's personnel file for future reference.

The following is an example of a written statement, which should be adapted to suit your own organisation, and is not an authoritative interpretation of the law. You may include additional information such as Health and Safety, Conduct, Confidentiality, Equal Opportunities and Variation of Terms and Conditions of Employment.

Example of a written statement

Employer: <Name of organisation>

Employee: <Name of employee>

1. Commencement of Employment and Continuous Employment

Your employment with this organisation commenced on <insert date>.

Your previous employment with <employer> counts/does not count* as part of your continuous period of employment.

**(N.B. A period of employment counts towards the employee's continuous service only if it is unbroken. In the event of a merger or takeover, further advice should be sought from ACAS).*

2. Job title: You are employed as a <job title>. (You may wish to include a brief description of the work involved).

You may also wish to include here any details referring to probationary periods, (e.g. referral to probationary policy).

3. Tenure of employment: Include an end-date if the post is for a fixed-term period only.

4. Place of work

Your normal place of work is *<Place of work>*. (NB if there is a mobility requirement for the employee to move to another place of work, or to work elsewhere, the extent of mobility required must be clearly stated here).

5. Pay

Your salary will be *<Insert amount of gross pay (before tax)>* per annum. You are paid by *<insert method of payment>* on *<insert frequency of pay, i.e. monthly, weekly>*. (NB Include here any bonus/overtime rates and details, deductions from pay. You may also wish to refer to Expenses policy.

6. Hours of work

You are required to work *<State the normal hours of work, including any flexibility in hours of work>*. (NB if there is a requirement for compulsory, voluntary or guaranteed overtime, it must be stated here, together with notice information – ensuring that you consider the requirements under the Working Time Regulations).

7. Holidays

You are entitled to *<no of days>* holiday per annual leave year *<detail whether this figure includes public holidays or not. Remember, that under the Working Time (Amendment) Regulations 2007, employees are entitled to a minimum of 24 days paid holidays per year, which can include public holidays. This will increase to 28 days (5.6 weeks) from 1 April 2009. The annual leave year runs from <insert start date> to <insert end date>. (NB you may wish to include*

how holidays are accrued, including for part-time staff).

8. Absences from work

If for any reason you cannot come to work you should telephone *<state contact name>* by *<state time>* on the first day of your absence indicating the reason for your absence and when you are likely to return to work.

You can refer employees to any sickness absence documents, which will detail the conditions of any entitlement to Statutory Sick Pay or Occupational Sick Pay, if applicable, and any conditions attached to it (e.g. length of service, evidence rules).

9. Pension (If applicable)

You are encouraged to join *<the pension scheme>*, for which full written details can be found *<refer to another document if applicable>*. *<Employer>* will contribute *<amount>* per cent of your annual salary into this scheme.

(N.B. If you employ 5 or more employees, you are required to provide access to a stakeholder pension scheme).

10. Disciplinary rules

The disciplinary procedure which applies to you can be found *<refer to relevant disciplinary procedure>*. (NB You may wish to outline here the rules of the 3 step statutory procedure).

11. Grievance rules

If you have a grievance about your employment you should refer to <refer to relevant grievance procedure>. (NB you may wish to outline the rules of the 3 step statutory procedure).

12. Ending your employment

Your contract is subject to notice as follows:

(NB: It is unwise for organisations to issue fixed term contracts, even if they know that funding for the post is only for example 2 years. It is better to issue normal contracts and then make the post redundant. You can inform the candidates at interview that the funding is only secure for x no. of years).

From you

After one month you must give one week's notice to terminate your employment. (NB This is the statutory minimum, you may wish to increase this as appropriate, remembering to keep the timescale reasonable).

From <Employer>

The minimum period to which you are entitled is one week for each complete year of service with a minimum of 1 week and a maximum of 12 weeks notice.

(N.B. You may wish to add that the Employer reserves the right to pay salary in lieu of notice.)

Declaration

I have read and agree to abide by the term and conditions in this statement

Signed.....

Name.....

Date.....

Further information

ACAS
Tel: 08457 474747
www.acas.org.uk

Disclaimer

The information provided in this sheet is intended for guidance only. It is not a substitute for professional advice and we cannot accept any responsibility for loss occasioned as a result of any person acting or refraining from acting upon it.

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