A GUIDE TO WRITTEN STATEMENTS OF EMPLOYMENT PARTICULARS
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Introduction

All employers must issue new employees with a written statement of employment particulars within two months of starting work. This is a legal requirement under the Employment Rights Act 1996.

This factsheet describes the information that employers must include in a written statement of employment particulars. It explains when and how employers must issue this information, and outlines what employers must do to change any terms of employment referred to in the written statement. It also explains the actions employees can take if they don't receive the required information.

How does a written statement of employment particulars differ from a contract of employment?

A contract of employment is an agreement between an employer and an employee that begins when the employee accepts the job offer. This agreement forms the basis of the employment relationship and may be verbal or written down.

In contrast, a written statement of employment particulars sets out the main terms and conditions of employment in writing. It must contain certain information specified by the Employment Rights Act 1996 (the Act).

Why is it important to issue a written statement?

Under the Act, employers must issue their employees with a written statement of employment particulars within two months of them starting work.

The written statement provides a useful record of the terms and conditions of employment for both the employer and the employee.

Who is entitled to a written statement of employment particulars?

All employees are entitled to a written statement of employment particulars, except those employed for less than one month. For example, an employee who works for an employer for only six weeks is still entitled to a statement.

If an employee is required to work abroad for over a month, within two months of starting their employment, the employer must provide them with a written statement before they leave the UK.

What should the written statement contain?

By law, the written statement of employment particulars must include the following details:

- The names of the employer and employee.
- The start date of employment.
- The date on which the employee's period of continuous employment began or will begin (taking into account any employment with a previous employer that counts towards that period).
- Scale or rate of pay or the method of calculating pay.
- Pay intervals (weekly, monthly or at other specified intervals).
- Hours of work.
- Holiday entitlement, including public holidays, and holiday pay, if any. (Employers must give enough detail to make it possible to calculate the amount of holiday pay owed to the employee when they leave the job.)
- Entitlement to leave due to sickness or injury, including any entitlement to sick pay.
- Pensions and pension schemes (where applicable), and the employee's entitlement to join. (Under the Pension Schemes Act 1993, employers must include a note stating whether a contracting out certificate is in force.)
- How much notice the employer and the employee must give to terminate the employment.
- The job title or a brief job description.
- In the case of temporary employment, the length of time that the job is expected to continue or, if it is for a fixed term, the date when it is to end.
- The place of work. If the employee has to work in more than one location, the written statement should list where they will be required to work and give the address of the employer.
- Details of the existence of any collective agreements that directly affect the terms and conditions of employment (including details of who made the agreements, if this was not the employer).
- If an employee is required to work abroad for more than one month, the statement must also include: how long the employment abroad is to last; the currency the employee is to be paid in while they are working outside the UK; if they are entitled to any additional pay or benefits for working abroad; and the terms and conditions connected to their return to the UK.
- Details of any disciplinary procedures or rules concerning dismissal. These should include any appeals procedures and the name of the person the employee should contact if they are dissatisfied with any disciplinary or dismissal decision relating to them.
- Information on grievance procedures and the name of the person to contact should they have a grievance.

The information must be current on a specified date, not more than seven days before the employer gives the statement to the employee.
Does the employer have to give all this information in one document?

The written statement can consist of more than one document, and employers may provide these at different times, provided they do so within two months of the employee starting work.

However, certain key information must be given in a single document, sometimes referred to as the ‘principal statement’. This document must include:

- The names of the employer and employee.
- The date when employment began.
- The date on which the employee’s period of continuous employment began.
- Scale or rate of pay or the method of calculating pay.
- Pay intervals (weekly, monthly or at other specified intervals).
- Hours of work.
- Holiday entitlement and holiday pay.
- Job title or brief job description.
- Place of work.

Which of the particulars can be given by reference to another document?

The principal statement sets out the main particulars of employment. For the following particulars, the employee may be referred to other documents (as long as these are reasonably accessible to them):

- Entitlement to leave due to sickness or injury and entitlement to sick pay.
- Pensions and pension schemes.
- Disciplinary rules and disciplinary or dismissal procedures.
- Grievance procedures.
- Appeals procedures relating to disciplinary, dismissal or grievance procedures.
- Collective agreements.
- Length of notice that the employee is obliged to give and entitled to receive to terminate their contract of employment.

In this case, the employer may refer the employee to relevant legislation or any collective agreement, as long as the employee has reasonable access to this information.

The employer should ensure that the employee has a reasonable opportunity, as part of their induction into the job, to read the staff handbook, or any other document, law or collective agreement relevant to the particulars. If this is not possible, the employer should provide these documents (as long as these are reasonably accessible to the employee) if the change relates to:

- The date on which the employee’s period of continuous employment began.
- The date when employment began.
- The names of the employer and employee.
- Entitlement to leave due to sickness or injury and to sick pay.
- Pensions and pension schemes.
- Disciplinary rules and dismissal procedures.
- Grievance procedures.
- Further steps following an application under the disciplinary, dismissal or grievance procedures.

What can employees do if they don’t receive this information?

An employee who is entitled to a written statement or statement of change but has not received one, or who has received an inaccurate or incomplete statement, can refer the issue to an employment tribunal. This will determine which particulars ought to have been included, or referred to, in the statement to comply with current legislation.

If the employee has left the job, they must make any employment tribunal claim within three months of the date of termination. If the tribunal is satisfied that it was not practical to make the application within that period, it will allow extra time.

If an employer has given a written statement or notification of change to an employee, but there are problems about the information contained in it or any other relevant document, both the employer and the employee have the right to refer the matter to a tribunal.

In either case, the tribunal will decide which particulars the employee should have been given. The tribunal may confirm, amend or substitute the particulars. These will take effect as if they had been in the written statement or notification of change, whichever applies.

Hints and tips

- Bear in mind that the written statement of employment particulars cannot take away any statutory rights that the employee has - for example, maternity rights, redundancy or unfair dismissal rights.
- Employers should be aware that the wellbeing of their employees is essential to the success of their business. It is vital to communicate terms and conditions of employment clearly from the outset.

Further information

To access hundreds of practical factsheets, market reports and small business guides, go to:

Website: www.scavenger.net

BIF 84 A Checklist for Inducting a New Employee
BIF 136 An Introduction to Employment Regulations
BIF 241 Checklist for First-Time Employers
BIF 328 A Guide to the National Minimum Wage 2014-15

Books

‘Employment Law: The Essentials’
David Lewis and Malcolm Sargeant
2013

Chartered Institute of Personnel and Development (CIPD)
Useful publications

‘Contracts of Employment’
Acas
Website: www.acas.org.uk/media/pdf/1/k/contractsofemployment_1.pdf

‘Example of a Written Statement’
Acas
Website: www.acas.org.uk/media/pdf/9/6/A5_written_statement_1_1.pdf

Useful contacts

Acas offers practical, independent and impartial help to employers, employees and their representatives by providing information and advice, preventing or resolving disputes and settling complaints about employees’ rights without the need for an employment tribunal hearing.
Tel: 0300 123 1100 (Acas Helpline)
Website: www.acas.org.uk

The Chartered Institute of Personnel and Development (CIPD) is a professional body in the field of personnel and development. It provides information, advice and training.
Tel: (020) 8612 6200
Website: www.cipd.co.uk

The Equality and Human Rights Commission works to stop discrimination and promote equal opportunities. It publishes information and guidance for employers on preventing and dealing with discrimination in the workplace.
Website: www.equalityhumanrights.com

The Equality Commission for Northern Ireland works to eliminate discrimination and promote equal opportunities in Northern Ireland. It runs events and training courses and publishes good practice guides for employers.
Tel: (028) 9050 0600
Website: www.equalityni.org