Labour Relations
AGENCY

Sample Written Statement of Main Terms and Conditions of Employment

NOVEMBER 2014

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 Agency. It is also important to review and maintain your document to ensure compliance with changes in statutory obligations.

Use the guidance set out in the Self Help Guide on Preparing a Written Statement of Main Terms and Conditions of Employment to complete a draft statement

Sample 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 ……

……

Name/Address of Employee ……..

……

2 Date of Commencement of Employment

Your employment with this Company/Organisation began on……

3 Continuity of Employment (delete as appropriate)

Previous employment with this or any other employer, prior to the date specified (at 2), 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 ……

4 Period of Employment (delete as appropriate)

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_____. *(If appropriate, you may wish to clarify at this stage that employment is subject to certain other provisions of the contract of employment such as any provisions on probation or notice of termination.)*

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5 Job Title (delete as appropriate)

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 (delete as appropriate)

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.

7 Pay (delete as appropriate)

Rate

Your rate of pay is currently £_____ 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

The pay week ends on _____ and you will be paid weekly (in arrears) on _____ by cash/cheque/credit transfer.

or

You will be paid monthly on _____ by cheque/credit transfer.

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8 Hours of Work (delete as appropriate)

Your normal hours of work are ____hours per week, e.g. 9.00am to 5.00pm Monday to Friday. You will receive a paid/unpaid meal break of ____ and a paid/unpaid tea break of _____ minutes each morning /afternoon.

or

Your employment shall be _____ net hours per week and your daily working hours, including paid/unpaid meal breaks and paid/unpaid tea breaks, shall be in accordance with a (variable) rota determined by Management. Details of the rota are posted in the _____.

or

Your employment shall be _____ 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 (delete as appropriate)

Requirement

Overtime/additional hours may arise from time to time. When called upon to do so, you will be expected to work a reasonable amount of overtime/additional hours.

or

Overtime/additional hours may arise from time to time and it is a condition of employment that you will be required to work a reasonable amount of overtime/additional hours when called upon to do so.

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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 (delete as appropriate)

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 and 13, August Bank Holiday, Christmas Day

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and 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.

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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.

or

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.*

12 *Holiday Pay (delete as appropriate)

During holidays, those employees with entitlement to holiday pay will be paid at their basic rate of pay.

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or

If you are entitled to holiday pay, it will be based on your average earnings over the last 12 working weeks prior to the holiday.

(Further guidance on how to calculate a week's pay for holiday purposes can be found in the Labour Relations Agency Information Note No.3 – Holidays and holiday pay, which can be downloaded from the website at No.3 – Holidays and holiday pay

[**Holiday Pay and Overtime Update: 4 November 2014***

On 04/11/2014 the Employment Appeal Tribunal handed down its judgment regarding the case of Bear Scotland Ltd v Fulton (and other joined cases). Before this ruling, voluntary overtime was not typically included when calculating a worker's rate of holiday pay.

The judgment has clarified that:

Workers should have non – guaranteed overtime taken into account when they are being paid annual leave. It may also be that regular voluntary overtime should also be included if it is part of a worker's normal remuneration.

Anybody making a claim must have had an underpayment for holiday pay that has taken place within three months of lodging an employment tribunal claim.

If a claim involves a series of underpayments, any claims for the earlier underpayments will fail if there has been a break of more than three months between such underpayments.

The judgment only applies to 4 weeks of a worker's annual leave - this is the basic amount of leave required under the EU Working Time Directive. It does not apply to the further 1.6 weeks of additional annual leave required under the UK Working Time Regulations, or to any further contractually enhanced annual leave allowances.

It is important to keep in mind that the Employment Appeal Tribunal has given permission for this judgment to be appealed to the Court Of Appeal, which means that any final decision is likely to be some time away (at the time of writing, an appeal has not yet been lodged, but is expected to be).

In the meantime, employers, workers and trade unions are encouraged to discuss any concerns arising from this judgment with each other with a view to seeking agreement on any temporary measures or policy changes they feel may be necessary.

The Labour Relations Agency will continue monitoring this situation and will update this publication accordingly].

13 Sickness Absence (delete as appropriate)

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

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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 document / Details are listed below. Your attention is drawn to the Absence Notification and Certification Procedure also set out in Appendix _____. 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 (delete as appropriate)

There is no provision for a Pension Scheme relating to your employment and there is no contracting-out certificate in force.

or

The company operates an Occupational Pension Scheme which you are entitled to join. Full details of the scheme are available from _____. There is/is no contracting-out certificate in force for this Scheme.

or

There is a designated Stakeholder Pension Scheme. Details of the scheme can be obtained from the scheme provider whose contact details are available from _____. There is/is no contracting out certificate in force for this scheme.

(Employers with 5 or more employees may have obligations in relation to provision of a pension scheme)

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

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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 year's 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 (delete as appropriate)

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 Requirement to work outside the UK (delete as appropriate)

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

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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 a 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.

18 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 procedure.

19 Discipline and Dismissal Procedures

19(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 procedure.

19(b) Dismissals 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 as 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.)

20 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

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agreement you may have to refer to negotiated agreements.)

21 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: Dismissals Procedure (General)

(Signature) _____

(Date) _____

Relevant Agreement

For purposes of the Working Time Regulations (NI) 1998 (as amended), it is agreed that the sections on holidays, including holiday entitlement, annual holiday arrangements and holiday pay of this Statement constitute a relevant agreement and are to be treated as agreed in writing:-

Signature (Employer) (Date)

Signature (Employee) (Date)

Further assistance

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The Labour Relations Agency offers assistance in producing and reviewing employment documents and you are strongly advised to forward your draft Statement of Main Terms and Conditions of Employment for review.

Before implementing your finalised written statement you should consult directly with employees and their representatives.

If you would like to have your document reviewed you can email, fax, or post your documents to the Agency.

✉ alan.wilson@lra.org.uk Phone 028 9033 7424

For the attention of Advisory Services 028 9033 0827

Labour Relations Agency, 2-8 Gordon Street, Belfast, BT1 2LG.

The Agency also runs Advisory Workshops to assist employers in drawing up the Written Statement of the Main Terms and Conditions of Employment.

Workshops are held on the Agency premises in either Belfast or Londonderry on specified dates. There is no charge for attendance at these workshops. For more details on workshops and to book online visit the Agency's website at Workshops or contact us at the telephone number above.

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