

SAMPLE STATEMENT

OF

INITIAL EMPLOYMENT PARTICULARS

Written statement of initial employment particulars

This is a written statement template. An employer can adapt this template, although certain details must be included. See more about written statements and contracts in guidance issued by the Labour Regulating Authority.

This template is the minimum information that must be given to a new employee where the employer has more than 2 members of staff. If an employer of 2 or less persons expands and employs more than 2 people then all staff must be given this document, regardless of when their employment commenced. It is always good practice to provide this information no matter how many employees there are

For employers of less than 10 employees it is not required to provide details of disciplinary or grievance procedures but it is good practice to do so. If at any time the number of employees is 10 or more then all staff members must be provided this information, regardless of when their employment began.

Instructions or options to fill in this template are in [square brackets].

This statement lists the terms and conditions ('particulars') of your employment with us as of [date] which are required to be given to you under the Employment Rights Ordinance 2010

1. Names of the employee and employer

You [name of employee] began working for [name of employer].

2. Start date and continuous employment

Your employment started on [date employment started].

Your employment will end on…. Or such later date as may be agreed between the parties [for fixed term contracts only]

[Note: use either A or B.]

A. Your previous employment does not count as part of a period of 'continuous employment' (working for the same employer without a significant break).

B. Your previous employment with [name of previous employer or employers] counts as part of your 'continuous employment' (working for the same employer without a significant break) which began on [date continuous employment started].

3. Job title or a brief description of the job

[Note: use either Job title or Brief description of the job.]

Job title

You'll be employed as a [job title].

Brief description of the job

[Note: use either A or B.]

A. A brief description of your work is:…….

B. Your responsibilities are set out in the job description attached to this statement.

[Optional:] Your job description may be amended by us and, in addition to duties set out in the job

description, you may be required to undertake additional or other reasonable duties as necessary to meet the needs of our business.

4. Pay

Your pay will be [give terms of scale or rate of pay, or of the method of calculating pay].

You'll be paid [for example, daily, weekly, monthly].

5. Place of work

[Note: use either or both options.]

A. Your normal place of work is [address].

B. You may be required to work at [give details].

6. Working hours

Your normal working days and hours are…….. with a daily [paid or unpaid] lunch break of…….. [depending on pro rata hours agreed].

Variable hours or days of work [optional]

Your [hours of work and/or days of work] may change. [Set out how the employee's hours of work and/or days of work can vary and how, for example if it's weekly or monthly].

7. Holiday entitlement

[Note: an employer must give enough information to make sure that entitlements, including accrued holiday pay on termination, can be precisely calculated.]

Your holiday entitlement is……..[minimum 5 days a year]

8. Other benefits

[Note: use either A or B.]

A. You'll be entitled to [list additional benefits, for example use of a company vehicle]. Your entitlement to these benefits will start [on your first day/after the completion of your probationary period].

B. You're not entitled to any benefits other than those set out in this statement.

9. Absence and sick pay

If you're absent for work for any reason, you must [inform…….. by telephone] as soon as possible, but no later than……..

For absences of [e.g. 3] days or less, you can self-certify.

[Optional:] On your return to work you must complete and return a self-certification form to your manager. This must be returned before the end of your first day back at work.

For absences of [e.g. 4] days or more because of sickness or injury, you must get a [doctor's certificate].

All sickness or injury absences will be added to your employment record.

<u>Sick pay</u>

You are eligible for [5 days] sick pay. [5 days is minimum].

10. Other paid leave

You may be eligible for statutory paid leave, including:

- maternity leave
- adoption leave
- parental leave

You are also entitled to the following…….. days [if any] unpaid emergency time off to care for a dependent or child

[You are also entitled to paid leave for public holidays]

11. Pension arrangements

[Note: use either A or B.]

A. The employer does not have a pension scheme

B. The pension arrangements are……..

12. Probationary period

[Note: use either A or B.]

A. There is no probationary period.

B. There is a probationary period of [number of weeks or months] for new employees. During this time, your probationary period terms include [give details of the terms].

13. Notice period

[Note: use A if an employee has different notice periods during and after their probationary period. Use B if the notice periods during and after probation are the same or if there is not a probationary period.]

A. During your probationary period, the notice that you or your employer must give to end your employment is [the number of weeks required to end employment].

After your probationary period, the notice that you must give to end your employment is [the number of weeks required to end employment].

We may end your employment at any time by giving you [specify notice period in weeks]

B. The notice you must give to end your employment is [the number of weeks required to end employment].

We may end your employment at any time by giving you [specify notice period in weeks]

14. Collective agreements

A 'collective agreement' is an agreement the employer has with employees' representatives (including an employee representative committee) that allow terms and conditions like pay or working hours to be negotiated on behalf of employees.

[Note: use either A or B.]

A. There are no 'collective agreements'.

B. [Specify dates and parties involved in relevant collective agreements for this contract].

15. Grievances [only required where there are 10 or more employees]

If you wish to raise a grievance, you should put it in writing to [job title/your manager].

[Note: Use either A or B.]

A. The grievance procedure which applies to you [is attached to this statement/can be found……..].

B. You should use this grievance procedure: [explain your grievance procedure here].

[NB by law this minimum information provided must be:

The name of the person to whom the employee can apply for the purpose of seeking redress of any grievance and
the manner in which any such application should be made; and
if there are further steps necessary to make any such application, explaining those steps or referring to the provisions of a document explaining them which is reasonably accessible to the employee.]

16. Disciplinary rules and procedures [only required where there are 10 or more employees]

[Note: Use either A or B.]

A. The disciplinary rules which apply to you are [explain the disciplinary rules that apply].

B. The disciplinary rules which apply to you are [attached to this statement/can be found……..].

If you're unhappy with any disciplinary decision taken in relation to you, you can appeal by writing to [job title].

[NB by law the minimum amount of information that must be provided is

the disciplinary rules applicable to the employee or referring the employee to a document specifying such rules which is reasonably accessible to the employee;
which rules or document must specify—
a person to whom the employee can apply if dissatisfied with any disciplinary decision relating to him or her;
the manner in which any such application should be made; and
if there are further steps necessary to make any such application, explaining those steps or referring to the provisions of a document explaining them which is reasonably accessible to the employee.]

17. Work outside of St Helena [only applies if the employee may be required to work outside St Helena for more than one month]

You will be required to work outside St Helena for…….[period of time]

You will be paid in the following currency……..

You will receive the additional remuneration and/or benefits while working outside St Helena …….[e.g. accommodation or expenses]

The following terms and conditions relating to your return to St Helena will apply…… [e.g. payments for flights]