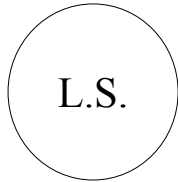


## ASCENSION



## EMPLOYMENT ORDINANCE, 2022

## EMPLOYMENT (STATEMENT OF PARTICULARS) REGULATIONS, 2022

In exercise of the powers conferred by sections 5(4), 6(2), 7, 12, and 17 of the Employment Ordinance, 2022, the Governor makes the following Regulations:

**Citation and commencement**

1. These Regulations may be cited as the Employment (Statement of Particulars) Regulations, 2022, and come into force on 20th June 2022.

**Interpretation**

2. In these Regulations—  
“**Accompanied Status**” means a contractual entitlement to be accompanied by dependants;  
“**basic pay**” means an employee’s basic rate of pay as provided for in the contract of employment, and where the employee is a casual worker the amount will be based on the employee’s average wages over the preceding three months, or for whatever period the employee was employed if fewer than three months;  
“**Household Contract**” means a contract of employment which does not satisfy the mandatory obligations set out in section 6 of the Employment Ordinance, 2022;  
“**Primary Contract**” means a contract of employment which satisfies the mandatory obligations set out in section 6 of the Employment Ordinance, 2022.

**Contents of statement of particulars**

3. (1) A statement of particulars must include—  
(a) for all employees—  
(i) the name and address of the employer;  
(ii) the name and date of birth of the employee;  
(iii) the date on which the relevant contract begins and the date on which it is to expire;

- (iv) whether the employee's contract is a Primary Contract or Household Contract;
  - (v) the job title and a brief description of the work required;
  - (vi) the place or places where the employee will be required to work;
  - (vii) details of the days and hours of work;
  - (viii) the employee's entitlement to breaks and rest days;
  - (ix) the level of remuneration, including overtime pay (where applicable);
  - (x) the frequency with which remuneration is to be paid;
  - (xi) the employee's entitlement to holiday, including public holidays, and details of holiday pay;
  - (xii) any entitlement to sick pay;
  - (xiii) any entitlement to maternity, paternity, or other similar leave concerning parenthood or adoption;
  - (xiv) any terms and conditions relating to unpaid time off in the event of a personal emergency; and
  - (xv) the procedure for ending the contract, including the minimum notice period.
- (b) for Primary Contract employees—
- (i) the employee's country or territory of return;
  - (ii) any entitlement to transport to and repatriation from Ascension;
  - (iii) any shipping allowance for personal effects or a vehicle to which the employee is entitled;
  - (iv) the employee's entitlement to a mid-contract return journey (where applicable);
  - (v) the employer's arrangements in respect of medical and dental cover;
  - (vi) details of the employee's allocated accommodation;
  - (vii) the details of any utility allowances or the amount of any payment in lieu thereof;
  - (viii) the particulars of the employer's food and messing arrangements, including (where applicable) the amount of any food stipend that is payable;
  - (ix) a statement whether the employee has Accompanied Status;
  - (x) the application of the above in respect of any eligible dependants;
  - (xi) where applicable, the names and dates of birth of all eligible dependants and the country of territory of return for all eligible dependants, if different from that of the employee;
  - (xii) details of the employer's gratuity scheme or relevant pension scheme;
  - (xiii) the date on which the employee's period of successive employment began for the purposes of gratuity entitlement (where applicable);
  - (xiv) the amount of any gratuity accrued during the period of successive employment (where applicable);
  - (xv) the employer's policy relating to the employee's right to request paid time off for public duties;
  - (xvi) copies of the employer's policies which may lead to the Primary Contract being terminated;
  - (xvii) the employer's internal dispute resolution procedure; and

(xviii) the employer's internal dispute appeals procedure.

- (c) for all contractors—
- (i) name and address of employer;
  - (ii) name and date of birth of contractor;
  - (iii) the date on which the contract begins and the date on which it is to expire;
  - (iv) the contractor's country or territory of return;
  - (v) any entitlement to transport to and repatriation from Ascension;
  - (vi) any shipping allowance for personal effects or a vehicle to which the contractor is entitled;
  - (vii) the contractor's entitlement to a mid-contract return journey (where applicable);
  - (viii) the employer's arrangements in respect of medical and dental cover;
  - (ix) details of the contractor's allocated accommodation;
  - (x) the details of any utility allowances or the amount of any payment in lieu thereof;
  - (xi) the particulars of the employer's food and messing arrangements, including (where applicable) the amount of any food stipend that is payable;
  - (xii) a statement whether the contractor has Accompanied Status;
  - (xiii) the application of the above in respect of any eligible dependants; and
  - (xiv) where applicable, the names and dates of birth of all eligible dependants and the country of territory of return for all eligible dependants, if different from that of the contractor.

### **Provision of the Statement of Particulars**

**4. (1)** The employer may provide the statement of particulars—

- (a) in the relevant contract;
- (b) in a document identifying itself as the statement of particulars;
- (c) in a staff handbook or similar documents which is incorporated by reference into the relevant contract; or
- (d) a combination of the above.

**(2)** The employer must provide to the prospective employee or contractor all documents which—

- (a) identify themselves as the statement of particulars; and
- (b) are incorporated by reference into the relevant contract;

a reasonable time before the employee or contractor is required to sign and return the relevant contract for the statement of particulars to apply to the employee or contractor.

**(3)** The employer must—

- (a) ensure that a current version of the statement of particulars is readily available to the employee or contractor by—
  - (i) providing a written copy to them at the start of their contract; or
  - (ii) storing the documents in a shared computer network to which the employee or contractor has regular access, and has been directed to in writing;

and

- (b) where there are any amendments to the statement of particulars provided to the employee at the start of their contract;
  - (i) communicate the specifics of the change to the employee or contractor immediately in writing; and
  - (ii) keep a record of the receipt of this communication to the employee or contractor;

for the employer to apply that policy to an employee or contractor.

- (4) An employer may not apply a policy to an employee retrospectively.

#### **Failure to provide compliant statement of particulars**

- 5. (1) If an employer fails to provide a statement of particulars—
  - (a) in full; or
  - (b) at all;

the worker may lodge a complaint with the Supreme Court.

(2) If the Supreme Court finds that the employer has failed to provide a compliant statement of particulars, the Court may make a declaration to that effect and—

- (a) order the employer to remedy the defect within such period as the Court determines; or
- (b) remedy the defect where the necessary amendment is clear and obvious, which may be applied with retrospective effect.

(3) If the employer fails to comply with the order of the Supreme Court, the Court may—

- (a) make a further order that the employer remedy the defect; and
- (b) order the employer to pay the worker compensation equivalent to one month's basic pay.

Made this 17<sup>th</sup> day of June 2022.

Philip Rushbrook  
Governor of Ascension