

The Right to a Written Statement of Employment Particulars The Requirements of the Employment Rights Act 1996

Introduction

Under section 1 of the Employment Rights Act 1996, an employee is entitled to be given a written statement of their particulars of employment not later than two months after the commencement of their employment. This is often known as a 'Section 1 Statement'.

The Requirement

The statement can be given in instalments, or in one document, although certain terms must be given in a single document.

The information required to be given in a Section 1 Statement will often be incorporated into a contract of employment, in which case the requirements of section 1 Employment Rights Act 1996 will have been complied with.

In most cases it will be advisable for an employee to be provided with a formal contract of employment or engagement letter setting out in detail the rights and obligations of both parties.

What must the statement contain?

The particulars which must be provided to an employee are:

1. The names of the employer and employee;
2. The date the employment starts and the date the employee's period of continuous employment began;
3. Pay (or the method for calculating it) and the interval of payment;

4. Hours of work;
5. Holiday entitlement and holiday pay;
6. Any terms of conditions relating to sickness absence;
7. The employee's job title or a brief description of the work;
8. Notice periods;
9. Place of work;
10. Where the job is not permanent, the period it is expected to continue for;
11. Any collective agreements which affect the terms of employment;
12. Any terms relating to pensions and pension schemes;
13. A note stating whether there is a contracting-out certificate in force under the Pension Schemes Act 1983;
14. Certain information on disciplinary and grievance procedures;
15. Certain information where the employee is expected to work outside the UK for more than one month.

If after the date of the statement, or after the date that the statement should have been given by, the particulars change at all, then the employee is entitled to be given a statement detailing the changes at the earliest possible opportunity, and in any event no later than one month after the change.

What if no Statement is provided?

If an employer fails to provide a statement within 2 months of the commencement of employment, the employee can make a complaint against the employer to the Employment Tribunal during the employment, or if the employment has terminated, within 3 months of the termination.

The Tribunal can declare the terms which the particulars should have included. Where the employee also has a successful claim against the employer for another reason, for example unfair dismissal, they can also be awarded compensation for the failure of the employer to provide a complete Section 1 Statement.

Our Employment team can advise on these matters in depth, and have a great deal of experience in drafting employment contracts. We would be happy to speak with you without commitment to see if we could help you.

Please call Martin Stevens, Darren Thorncroft or Marcus Self on 01233 625711 for more information, or email him on ms@hallettandco.co.uk.