

## Written Statement of Employment Particulars

Name of Employer: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date of appointment to this post: \_\_\_\_\_

Date written statement issued: \_\_\_\_\_

*(All wording in italics or marked with \* must be deleted / amended as appropriate)*

### PRINCIPAL STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

This document is supported by more comprehensive information contained in the Staff Handbook to which you should refer for further guidance. The contents of the Handbook will largely remain outside the scope of this contract.

#### 1. Previous Employment

\*a) **does** count as part of your period of continuous employment which therefore began on:

\_\_\_\_\_ (date period of continuous employment commenced)

Or

\*b) **does not** count as part of your period of continuous employment

\*delete (a) or (b) as appropriate

#### 2. Place of work

Your main place of work will be *(Insert place of work)* \_\_\_\_\_

You are \*required/permitted to work at the following places

(Give details) \_\_\_\_\_

\*delete as appropriate

And the address of your employer is (Address of employer)

\_\_\_\_\_

### 3. Remuneration:

You will be paid \_\_\_\_\_  
(Include particulars of scale or rate of remuneration, or of the method of calculating remuneration and the review period).

### 4. Hours worked:

You are required to work (*insert number*) contracted hours per week during term time *and / or* (*insert number*) contracted hours per week during school holidays. This includes (*insert number*) hours additional time for preparation of materials for the provision including preparation of play plans and attending meetings as required by the committee/manager/owner.

### 5. Overtime:

Overtime will not normally be paid at an enhanced rate, but there will be an expectation to work additional hours as and when required. This will be to cover staff holidays, sickness and absenteeism or to provide childcare during bank holidays. This will be sanctioned by the committee/management and paid at your normal rate of pay.

### 6. Holiday entitlement:

You are entitled to 5.6 weeks paid holiday per annum. (*Pro rata*) There is no statutory entitlement to bank and public holidays. Additional unpaid leave may be granted at the discretion of the management/committee on grounds of religious or cultural beliefs.

### 7. Notice:

You must give at least four weeks notice in writing of any intention to terminate your employment. You are entitled to four weeks' written notice of termination of employment for the first four years of your continuous employment with (*insert name*); thereafter you are entitled to one additional weeks' notice per completed year of service, subject to a maximum of twelve weeks.

### 8. Sickness and Injury

If you are prevented from attending work through illness or injury you must notify the chair of the committee/ manager by (*insert time*). If you are absent for more than one day you should provide the chair of the committee / manager with self-certification of absence and advise them on the probable duration of your absence. If absence continues after one week you must produce doctor's statements thereafter.

There is no absolute entitlement to sick pay from (*insert Name*); however employees who qualify will be entitled to Statutory Sick Pay (SSP)

## 9. Other Leave Entitlements:

### Maternity

All female employees are entitled to prevailing levels of statutory maternity leave and pay, according to their length of service.

### Paternity

All male employees are entitled to prevailing levels of statutory paternity leave and pay, according to their length of service and notice agreements.

### Carers Leave

You are entitled to reasonable unpaid time off to care for your dependants in accordance to your statutory rights.

Further details can be found in the Staff Handbook.

*(Employers: please refer to ACAS or HM Revenue and Customs for further employment information to include in the Staff Handbook)*

## 10. Pensions:

*(Insert name)* does not operate a private pension scheme.

We do offer access to a stakeholder pension with *(insert pension's company name)*. Further details can be found in the staff handbook.

## 11. Disciplinary issues and grievances:

All disciplinary and grievance procedures are detailed in the Staff Handbook. Should you have a grievance in respect of your employment, you should discuss it first with your Manager / Co-ordinator. If the matter remains unsolved you should follow the procedures as laid down in the Staff Handbook.

## 12. Probation:

Confirmation of your appointment is subject to a probationary period of *(three/six)* month, which may be extended by a further three months.

## 13. Training:

You are encouraged to take training and develop the skills relevant to your job, a minimum of four days. The management will seek funding to aid staff undertake statutory training. Paid time off to attend training will be negotiated with the management committee.

## 14. Collective agreements and determination of service agreements:

Any Collective Agreement does not cover your Terms and Conditions of Employment. Conditions of service will be as determined by the management committee and as set out in the Staff Handbook, or as otherwise notified to you from time to time.

**15. Right of access to personal records:**

You have a right to see the information contained in your own personal file kept by *(insert name)*.

**16. Fidelity and Confidentiality:**

The contractual relationship between *(insert name)* and its employees is founded on trust. Any breach of this trust by an employee will render them liable to disciplinary action. This does not preclude the rights of any employee to exercise their responsibilities as afforded to them by the Public Interest Disclosure Act 1998. You have a right to see the information contained in your own personal file kept by *(insert name)*.

**17. Termination of employment**

a) The amount of notice of termination of your employment you are entitled to receive is

\_\_\_\_\_ (Period of notice)

The amount of notice you are required to give is

\_\_\_\_\_ (Period of notice)

Or

b) Particulars of the amount of notice of termination of your employment that you are entitled to receive and are required to give are contained in (refer to relevant legislation or the provisions of any collective agreement directly affecting the terms and conditions of the employment, which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him or her in some other way).

a) Your employment is permanent – subject to 11 above, to general rights of termination under the law and to the following (Details of any other rights of termination)

Or

b) Your employment contract is for a fixed term and expires on \_\_\_\_\_ (Date)

Or

c) Your employment is temporary and is expected to continue for \_\_\_\_\_ (Period of likely duration)

**18. Variation of contract:**

*(Insert name)* will provide you, in writing, details of any changes to these particulars or to any implied terms of your contract of employment within one month of their implementation.

I accept employment on the basis of these terms and conditions, a copy of which has been given to me.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Employee)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Chair/owner/manager)

SAMPLE