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Department for  
**Employment  
and Learning**  
[www.delni.gov.uk](http://www.delni.gov.uk)

# ER 2 Written Statement of Employment Particulars



## Introduction

The provisions relating to written statements of main terms and conditions of employment are contained in Articles 33 to 39 and 43 to 44 of the Employment Rights (Northern Ireland) Order 1996. This booklet outlines the relevant legislation and explains how an employee may enforce his rights. Also included is an [Example of a written statement of employment particulars](#) meeting the requirements of the legislation.

**Note:** Some terms and conditions of employment are subject to statutory requirements, e.g. rates of pay, working hours and holidays, notice of termination of employment and disciplinary and grievance procedures. For more information see:

- [‘A detailed guide to the National Minimum Wage’](#)
- [‘Working Time Regulations: a detailed guide’](#)
- [‘Rights to notice and reasons for dismissal’ \(ER 15\)](#)
- [‘Resolving disputes at work – key information for employers’](#)
- [‘Resolving disputes at work – a guide for employees’](#)

Please note that this booklet gives general guidance only and should not be regarded as a complete or authoritative statement of the law. Authoritative interpretations of the law can only be given by the courts. Readers should be alert to the possibility of developments in case law that may affect the rights described.

Further information can be obtained from the Labour Relations Agency (LRA). For the addresses of its two offices, see [Appendix 2: Useful addresses](#).

The contents of this booklet apply equally to men and women. For simplicity, however, the masculine pronoun is used throughout.

Any reference throughout this booklet to Jobs and Benefits offices includes JobCentres.

This booklet, [others in the series](#) and [related publications](#) are free to download from the Departmental website at [www.delni.gov.uk/erpublications](http://www.delni.gov.uk/erpublications). Alternatively they may be obtained upon request from your local [Jobs and Benefits office](#). For information on [Jobs and Benefits offices](#): FREEPHONE 0800 353530.

Upon request, consideration may be given to making this booklet available in alternative formats and in other languages for people who are not proficient in English.

The Employment Rights (‘ER’) series of booklets is updated on a regular basis. As part of this updating process the Department would welcome any

comment/s from members of the public regarding the content of these booklets.

All comments should be addressed to:

Department for Employment and Learning  
Employment Relations Policy and Legislation Branch  
Room 203  
Adelaide House  
39-49 Adelaide Street  
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Alternatively, comments may be sent via e-mail to: [erbooklets@delni.gov.uk](mailto:erbooklets@delni.gov.uk)

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## Outline of provisions

A contract of employment exists as soon as an employee starts work and, by doing so, proves that he accepts the terms and conditions offered by the employer. Both the employer and the employee are bound by the terms offered and accepted. Often the contract is verbally agreed and not written down. Most employees are however entitled by law to be given a written statement setting out the main particulars of their employment. This statement will not necessarily cover every aspect of the contract, but can provide important evidence of the main terms and conditions.

An [Example of a written statement of employment particulars](#) meeting the requirements of the legislation is included on page 10 of this booklet, although employers are free to provide the necessary particulars in a different format if they prefer to do so. In addition, particulars in a written contract of employment or a letter of engagement can form, or form part of, the written statement. There is no need to issue a separate written statement if the necessary information has been covered by a written contract of employment or letter of engagement. Employers who issue written contracts or letters of engagement which do not cover the necessary information may wish to consider expanding them in future.

### Who is entitled to receive a written statement?

All employees are entitled to receive a written statement meeting the requirements described in this booklet, provided that their employment lasts for one month or more. (Those whose employment began before 7 February 1994 must however request such a statement before becoming entitled to it. They may make such a request at any time during their employment or up to three months after its termination.)

The only exception is where an employee works wholly or mainly outside Northern Ireland. Even then, the employee is entitled to a statement if he ordinarily works inside Northern Ireland and the work outside is for the same employer, or if the law which governs his contract is the law of Northern Ireland.

Individuals who are **not** employees – for example independent contractors or freelance agents – are not entitled to a statement.

### What information must the written statement include?

The written statement must cover:

- *the names of the employer and the employee;*
- *the **date** when the employment (and the period of continuous employment) began;*
- ***remuneration** and the intervals at which it is to be paid;*

- *hours of work;*
- *holiday entitlement;*
- *entitlement to **sick leave**, including any entitlement to sick pay;*
- ***pensions** and pension schemes;*
- *the entitlement of employer and employee to **notice** of termination;*
- *job **title** or a brief job description;*
- *where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end;*
- *either the **place of work** or, if the employee is required or allowed to work in more than one location, an indication of this and of the employer's address; and*
- *details of the existence of any relevant **collective agreements** which directly affect the terms and conditions of the employee's employment - including, where the employer is not a party, the persons by whom they were made.*

If an employee is normally employed in the UK but will be required to work abroad for the same employer for a period of more than one month, the statement must also cover:

- *the **period** for which the employment abroad is to last;*
- *the **currency** in which the employee is to be paid;*
- *any additional pay or benefits; and*
- *terms relating to the employee's **return to the UK**.*

Where there are no particulars to be given for one of the items required to be covered in the statement (for example, where there is no pension entitlement), this must be indicated.

The statement must also include a note giving certain details of the employer's **disciplinary and grievance procedures**, and stating whether or not a pensions contracting-out certificate is in force for the employment in question.

### **What must the note of disciplinary and grievance procedures contain?**

The note must:

- *cover any **disciplinary rules** and any disciplinary or dismissal procedures which apply to the employee;*

- *specify, by description (for example job title) or by name, **the person to whom the employee can apply and the manner in which an application should be made** if he is dissatisfied with any disciplinary or dismissal decision relating to him, or for the purpose of seeking redress of any grievance relating to his employment; and*
- *cover any **further steps** which follow from the making of such an application.*

These requirements do not apply to rules, disciplinary or dismissal decisions, grievances and procedures relating to health or safety at work.

The note must **also** state, in every case, whether or not a **contracting-out certificate** under the Pensions Schemes (Northern Ireland) Act 1993 is in force for the employment in question.

### **Which particulars may be given by reference to another document?**

Most of the required particulars must be set out in the written statement itself. There are however a number of exceptions.

Particulars of:

- *entitlement to **sick leave**, including any entitlement to sick pay;*
- ***pensions** and pension schemes;*
- *disciplinary rules and disciplinary or dismissal procedures; and*
- *any **further steps** which follow from the making of an application under the employer's disciplinary, dismissal or grievance procedures;*

may be given by reference to **some other document** which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way. It is for individual employers to make suitable arrangements to ensure that this requirement is complied with should they choose to make reference to some other document.

In addition, particulars of the entitlement of employer and employee to **notice** of termination may be given by reference to the provisions of the relevant **legislation** or to those of any relevant **collective agreement** which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way.

### **When must the written statement be given?**

All the required particulars must be given **within two months** of the date when the employee's employment begins. In the case of an employee who leaves the UK within two months of the beginning of his employment to work abroad for a period of more than one month, the required particulars must be

given to him before he leaves. It is not necessary, however, for all the information to be given at the same time. It can instead be given in separate documents or instalments if this is more convenient, **provided** that certain particulars are collected together in one single instalment, referred to in the legislation as the 'principal statement'.

The particulars which must be included in the principal statement are:

- *the **names** of the employer and the employee;*
- *the **date** when the employment (and the period of continuous employment) began;*
- ***remuneration** and the intervals at which it is to be paid;*
- ***hours** of work;*
- ***holiday** entitlement;*
- *job **title** or a brief job description; and*
- *either the **place of work** or, if the employee is required or allowed to work in more than one location, an indication of this and of the employer's address.*

Although the principal statement must take the form of a single document, employers may find it convenient to meet this requirement by attaching photocopies of relevant extracts from staff handbooks or other literature and making it clear in the statement that these contain part of the information required to be given. (If an employee whose employment began before 7 February 1994 requests a statement meeting the requirements described in this booklet (see section '[Who is entitled to receive a written statement?](#)' on page 1), it must be provided within two months of when the request is made.)

### **What notification of change is an employee entitled to receive?**

Employees who qualify for a written statement (including those whose employment began before 7 February 1994) are also entitled to receive written notification whenever a change occurs in one of the particulars required to be covered in that statement. This notification need not be a personalised letter but could take the form of, for example, a photocopied notice, provided that a copy is given to each of the affected employees individually.

The notification must be given at the earliest opportunity, and in any event within one month of when the change occurs (or, if the change results from the employee being required to work outside the UK for more than one month and if his date of departure is earlier than one month after the change occurs, before he leaves).

In most cases the notification must contain explicit particulars of the change. There are however a number of exceptions.

Particulars of changes in:

- *entitlement to **sick leave**, including any entitlement to sick pay;*
- ***pensions** and pension schemes;*
- ***disciplinary rules**; and disciplinary or dismissal procedures; and*
- *any **further steps** which follow from the making of an application under the employer's disciplinary, dismissal or grievance procedures*

may be given by reference to **some other document** which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way. It is for individual employers to make suitable arrangements to ensure that this requirement is complied with, should they choose to make reference to some other document.

In addition, particulars of changes in the entitlement of employer and employee to **notice** of termination may be given by reference to the provisions of the relevant **legislation** or to those of any relevant **collective agreement** which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way.

The itemised pay statement which most employees are entitled to receive – see the booklet [‘Pay statements: what they must itemise’ \(ER 12\)](#) – may constitute a convenient vehicle for notifying changes in pay, and in other matters, provided that appropriate wording is included which draws attention to the change.

**Note:** the fact that employers are required to notify employees of changes to particulars in the written statement does not mean that they are entitled to vary contractually-agreed terms and conditions of employment without employees' consent. Once terms and conditions of employment have been agreed, any changes should also be negotiated and agreed between employers and employees (or their representatives). For further information about variation of contract – see booklet [‘Contracts of employment: changes, breach of contract and deductions from wages’ \(ER 21\)](#).

### **What is the information entitlement if there is a change of employer?**

When a change of employer occurs, a new and full written statement of employment particulars must normally be issued to employees within two months of that change (or, if this is earlier, by the time the employee leaves to work outside the UK for a period of more than one month). There are however some exceptions.

If only the name changes without any change in the employer's identity, or if the identity changes in circumstances where the employee's continuity of employment is preserved (see below), then provided that there is no other change in terms and conditions a new statement is **not** required. The employees must however be given individual written notification of the change at the earliest opportunity, and in any event within one month of when it occurs.

Continuity of employment is preserved if:

- *an undertaking or part of an undertaking is transferred from one employer to another – see the guidance on [Transfer of an Undertaking \(TUPE\)](#) at [www.delni.gov.uk](http://www.delni.gov.uk);*
- *by an Act of Parliament one corporate body takes over from another as the employer;*
- *the employer dies and his personal representatives or trustees keep the employee on in employment;*
- *there is a change in the partners, personal representatives, or trustees who employ the employee; or*
- *the employee moves from one employer to another where at the time of the move the two employers are associated employers – that is, where one is a company of which the other, either directly or indirectly, has control, or where both are companies of which a third party, either directly or indirectly, has control.*

## **Resolving disputes**

### **Resolving disputes in the workplace**

Where there is a dispute about a workplace issue involving rights and responsibilities, those involved should try to sort out the matter between themselves. Whether the employee is complaining (raising a grievance) about something the employer has done or the employer has concerns about the employee's work or behaviour (a disciplinary matter), it is generally a good idea to talk the matter over informally and try to get it resolved as soon as possible. If this approach fails, it is normal to involve line management and a union representative (where there is one) to explore potential solutions.

If the dispute goes beyond this point without being resolved, employers and employees are generally required to follow a minimum formal process to ensure that workplace disputes are properly discussed. Even at this stage, it can be useful to seek outside assistance or advice from the Labour Relations Agency (LRA). The LRA may be able to help resolve the dispute.

If the dispute continues and the employee or the employer fails to follow the process, this could influence the outcome of a subsequent claim to an industrial tribunal. Tribunals have power in most situations to take action where the procedures have not been followed. For example, depending on the circumstances, they can reduce or increase an award, rule automatically against the employer, or refuse to accept the claim.

Detailed guidance about the procedures, including when they do not apply and when they are treated as having been followed, is available on the Departmental website [www.delni.gov.uk/resolvingdisputes](http://www.delni.gov.uk/resolvingdisputes). Further advice, including advice on employment rights and responsibilities generally, can be obtained from the LRA by contacting their helpline: 028 9032 1442.

### **What can an employee do if he does not receive the entitlements?**

A qualifying employee, who is dissatisfied because he has received no written statement of employment particulars, or no notification of a change in those particulars, may refer the matter to an industrial tribunal. However, it is usually a good idea first of all try to sort out the matter with the employer as described above.

If a written statement, or notification of a change, has been received by the employee but a question arises as to the accuracy or sufficiency of the particulars contained in it (or in another document to which it refers, in the limited circumstances where such reference is permitted), then either the employee **or** the employer may refer the matter to an industrial tribunal. Again, though, it is often helpful to attempt to resolve the matter through discussion before taking this action.

If, in either case, the problem is brought to a tribunal, the tribunal will determine what particulars the employee should have been given. The particulars decided on by the tribunal will have effect as if they had been

included in a written statement, or notification of a change, issued by the employer.

If an employee is successful in a complaint to a tribunal about a variety of matters (excluding references under the written statement requirements themselves), the tribunal will also consider whether he received a written statement or a statement of change. If he was entitled to receive such a statement but did not, or his statement is inaccurate or incomplete, the tribunal will award him compensation, unless there are exceptional circumstances which would make this unjust or inequitable. It will do this either by adding to any award it is making for the matter about which the employee has complained, or, if financial compensation is not the remedy provided by the law for that complaint (or not the one which the tribunal has chosen), by making an award. In either case – adding to an award or making one – the amount of compensation will be two or four weeks' pay (at the tribunal's discretion). A week's pay for this purpose is subject to a statutory limit; for further details see booklet '[Limits on payments and awards](#)' (ER 19).

### **What if an employee is dismissed for seeking to enforce his rights?**

Dismissal of an employee for seeking to enforce the rights described in this booklet, either by making a reference to an industrial tribunal or by alleging that the employer has infringed those rights, is unlawful. An employee dismissed in these circumstances is entitled to make a complaint of unfair dismissal to an industrial tribunal, **regardless of length of service**. This applies whether or not the employee did in fact qualify for the rights in question and whether or not they had in fact been infringed, provided that he acted in good faith.

### **How can a contractual dispute be resolved?**

Disputes about losses suffered through failure to observe the terms of the contract of employment, as evidenced by the written statement of employment particulars, may usually be determined by an industrial tribunal if they arise or are outstanding **on the termination of the employee's employment**. The tribunal may order payment of arrears of wages, of holiday pay or of pay in lieu of notice, and may award damages for wrongful dismissal. There are however certain specific types of contractual case – for example, claims for damages in respect of personal injuries – which the tribunals are not empowered to hear. An employer may present a contractual claim to an industrial tribunal only if the employee has already presented such a claim and not since withdrawn or settled it.

Contractual disputes arising **during the course of the employee's employment** may be resolved only by bringing a claim in the civil courts of law if satisfaction cannot be obtained without recourse to legal action. This is also true of those specific types of contractual case, which industrial tribunals are not empowered to hear, and of contractual claims which an employer wishes to bring in the absence of such a claim by the employee.

For more detailed information on this subject see booklet 'Contracts of employment: changes, breach of contract and deductions from wages' (ER 21).

### **How is a reference or complaint made to an industrial tribunal?**

A reference or complaint is made by way of an application form IT1 (NI). This form is available from the **Office of the Industrial Tribunals and the Fair Employment Tribunal (OITFET)** (see [Error! Reference source not found.](#)).

### **What is the time limit for making a reference or complaint?**

A reference under the written statement provisions may be made at any time during the qualifying employee's employment or up to three months after the date on which it ends.

A complaint of unfair dismissal or a claim by an employee arising from a breach of contract may be made at any time up to three months after the date on which the employee's employment ends, irrespective of whether an internal appeals procedure is being used.

A contractual counter-claim by an employer may be made at any time up to six weeks after he receives notice of the case number of the employee's claim.

The tribunal has discretion to extend these limits by such further period as it considers reasonable if it is satisfied that it was not reasonably practicable for the reference or complaint to be made within the specified time. (This might occur, for example, where an employee whose employment began before 7 February 1994 requests a statement during the three month period following the termination of that employment – see '[Who is entitled to receive a written statement?](#)' on page 1 of this booklet.) However, the time limit for submitting some tribunal claims will also be extended in certain circumstances to allow statutory minimum dismissal, disciplinary and grievance procedures to be followed. Although this will not apply to the written statement provisions, it will apply to unfair dismissal and breach of contract claims (but not to contractual counter-claims by employers). For further details see [the resolving disputes web page](#) at [www.delni.gov.uk/resolvingdisputes](http://www.delni.gov.uk/resolvingdisputes).

## Example of a written statement of employment particulars

This is an example of a possible form of a written statement of employment particulars meeting the requirements of employment legislation in Northern Ireland. Employers may wish to adapt the document or use it as a guide in developing their own written statement.

The written statement may be provided either:

- *as a single document; or*
- *in a number of instalments – provided that certain details (dealt with in paragraphs 1-8) are always given together in the same instalment.*

All instalments must be given to the employee not later than two months after he starts work or, if at an earlier stage he is required to work outside the UK for more than one month, not later than his departure.

Unless otherwise indicated, all particulars must be set out in the written statement itself and not be given by reference to: a collective agreement; a handbook; or any other document which does not form part of the written statement.

Lengthy or complicated particulars may be given on a continuation sheet or via a booklet or other annex attached to the written statement – *provided it is clear that this is integral to the statement, or the relevant instalment of it, and forms part of the same document.*

Where there are no particulars to be given for paragraphs 1-14, the statement must say so in each case.

Some of the separate stages in paragraphs 15-21 may be combined where, for example:

- *the same person is the first to be approached for appeals against disciplinary or dismissal decisions and for grievances; or*
- *the method of application in both cases is the same.*

Explanatory notes for completion are given in the right hand column on each page.

### Note

Some terms and conditions of employment are subject to statutory requirements, e.g. rates of pay, working hours and holidays, notice of termination of employment and disciplinary and grievance procedures.

For further information on the above please contact the National Minimum Wage helpline (0845 6500 207) or consult the booklets referred to on page 1.

Written statement of employment particulars		<b>Notes for completion of form</b>
		<b>Insert</b>
<b>P1</b>	You	<b>P1:</b>
	<input type="text"/> <b>1</b>	1 Name of employee
	Began employment with <input type="text"/> <b>2</b>	2 Name of employer
	On <input type="text"/> <b>3</b>	3 Date employment started
<b>P2</b>	*a. Your previous employment with	<b>P2:</b> * <i>delete (a) or (b) as appropriate</i>
	<input type="text"/> <b>4</b>	4 Name of previous employer or employers
	<b>Does</b> count as part of your period of continuous employment which therefore began on	
	<input type="text"/> <b>5</b>	5 Date period of continuous employment commenced
Or		
	*b. Your previous employment <b>does not</b> count as part of your period of continuous employment	
<b>P3</b>	*a. You are employed as	<b>P3:</b> * <i>complete (a) or (b), delete the other</i>
	<input type="text"/> <b>6</b>	6 Job title
Or		<b>Or</b> * <i>delete as appropriate</i>
	*b. A brief description of the work for which you are employed is:	
	<input type="text"/> <b>7</b>	7 Brief work description

Written statement of employment particulars		Notes for completion of form
<b>P4</b>	*a. Your place of work is	<b>P4:</b> *complete (a) or (b), delete the other
	<b>8</b>	8 Address of workplace
Or	*b. You are <b>*required/ permitted</b> to work at the following places	<b>Or</b> *delete as appropriate
	<b>9</b>	9 Give details
	And the address of your employer is	
	<b>10</b>	10 Address of employer
<b>P5</b>	Your pay will be	<b>P5:</b>
	<b>11</b>	11 Particulars of scale or rate of remuneration, or of the method of calculating remuneration
<b>P6</b>	You will be paid	<b>P6:</b>
	<b>12</b>	12 Particulars of intervals at which remuneration is to be paid
<b>P7</b>	Your hours of work are	<b>P7:</b>
	<b>13</b>	13 Particulars (see note above) – including details of any normal working hours

Written statement of employment particulars		Notes for completion of form
<b>P8</b>	Your holiday entitlement is	<b>P8:</b>
	<b>14</b>	14 Particulars (see note above) - including entitlement to holiday pay and public holidays. You <b>must</b> give enough information to enable entitlement, including accrued holiday pay on termination, to be precisely calculated.
<b>P9</b>	*a. In case of incapacity to work	<b>P9:</b> *complete (a) or (b), delete the other
	<b>15</b>	15 Terms and conditions relating to sickness or injury and any provision for sick pay
Or	*b. Particulars of any terms and conditions relating to incapacity to work due to sickness or injury, including any provision for sick pay, can be found in	<b>Or</b> *delete as appropriate
	<b>16</b>	16 Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way
<b>P10</b>	*a. Particulars of pensions and pension schemes are	<b>P10:</b> *complete (a) or (b), delete the other
	<b>17</b>	17 Particulars

Written statement of employment particulars	<b>Notes for completion of form</b>
<p>Or *b. Particulars of terms and conditions relating to pensions and pension schemes, can be found in</p> <div data-bbox="354 423 943 757" style="border: 1px solid black; padding: 5px;"> <p style="text-align: right;"><b>18</b></p> </div>	<p><b>Or</b> <i>*delete as appropriate</i></p> <p>18 Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way</p>
<b>P11</b> *a. The amount of notice of termination of your employment you are entitled to receive is	<b>P11:</b> <i>*complete (a) or (b), delete the other</i>
<div data-bbox="354 869 943 943" style="border: 1px solid black; padding: 5px;"> <p style="text-align: right;"><b>19</b></p> </div> <p>The amount of notice you are required to give is</p>	19 Period of notice
<p>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 given in</p> <div data-bbox="354 1014 943 1088" style="border: 1px solid black; padding: 5px;"> <p style="text-align: right;"><b>20</b></p> </div>	<p>20 Period of notice</p> <p><b>Or</b> <i>*delete as appropriate</i></p>
<div data-bbox="354 1238 943 1720" style="border: 1px solid black; padding: 5px;"> <p style="text-align: right;"><b>21</b></p> </div>	<p>21 Refer to relevant legislation <b>or</b> 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 employment or which is made reasonably accessible to him in some other way</p>

Written statement of employment particulars		Notes for completion of form
<b>P12</b>	*a. Your employment is permanent – subject to 11 above, to general rights of termination under the law and to the following	<b>P12:</b> * <i>complete (a) or (b) or (c), delete the other two</i>
	<input type="text"/> <b>22</b>	22 Details of any other rights of termination
Or	*b. Your employment contract is for a fixed term and expires on	<b>Or</b> * <i>delete as appropriate</i>
	<input type="text"/> <b>23</b>	23 Date
Or	*c. Your employment is temporary and expected to continue for	<b>Or</b> * <i>delete as appropriate</i>
	<input type="text"/> <b>24</b>	24 Period of likely duration
	<i>This should be used only as an indication of the likely duration.</i>	
<b>P13</b>	The collective agreements which directly affect the terms and conditions of your employment are	<b>P13:</b>
	<input type="text"/> <b>25</b>	25 Details identifying the relevant agreements and indicating, where the employer is not a party, the persons by whom they were made
<b>P14</b>	*a. You are not expected to work outside the UK (for more than one month)	<b>P14:</b> * <i>delete (a) or (b), as appropriate</i>
Or	*b. You will be required to work in	<b>Or</b> * <i>delete as appropriate</i>
	<input type="text"/> <b>27</b>	27 Details of work location outside the UK
	For <input type="text"/> <b>28</b>	28 Period of work outside the UK, where more than one month
	You will be paid in <input type="text"/> <b>29</b>	29 Currency

Written statement of employment particulars		<b>Notes for completion of form</b>
	And will be entitled to	
	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<b>30</b> 30 Details of any additional remuneration payable to the employee, and any benefits to be provided, because he is required to work outside the UK
	The terms relating to your return to the UK are	
	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<b>31</b> 31 Details
<b>P15</b>	*a. The disciplinary rules which apply to you are	<b>P15:</b> * <i>complete (a) or (b), delete the other</i>
	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<b>32</b> 32 An explanation of the Rules
Or	*b. The disciplinary rules which apply to you can be found in	<b>Or</b> * <i>delete as appropriate</i>
	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<b>33</b> 33 Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him in some other way
<b>P16</b>	*a. The disciplinary and dismissal procedure which applies to you is	<b>P16:</b> * <i>complete (a) or (b), delete the other</i>
	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<b>34</b> 34 An explanation of the procedure

Written statement of employment particulars		Notes for completion of form
Or	*b. The disciplinary and dismissal procedure which applies to you can be found in:	Or <i>*delete as appropriate</i>
	<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <b>35</b>	35 Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his employment or which is made reasonably accessible to him in some other way
<b>P17</b>	If you are dissatisfied with any disciplinary or dismissal decision which affects you, you should apply in the first instance to	<b>P17:</b>
	<div style="border: 1px solid black; height: 50px; width: 100%;"></div> <b>36</b>	36 Name of person application should be made to, or position held (e.g. <i>supervisor</i> )
<b>P18</b>	You should make your application by	<b>P18:</b>
	<div style="border: 1px solid black; height: 50px; width: 100%;"></div> <b>37</b>	37 Explain how applications should be made
<b>P19</b>	If you have a grievance about your employment you should apply in the first instance to	<b>P19:</b>
	<div style="border: 1px solid black; height: 50px; width: 100%;"></div> <b>38</b>	38 Name of person grievance should be raised with, or position held (e.g. <i>personnel officer</i> )
<b>P20</b>	You should make your application by	<b>P20:</b>
	<div style="border: 1px solid black; height: 50px; width: 100%;"></div> <b>39</b>	39 Explain how grievances are to be raised

Written statement of employment particulars		Notes for completion of form
<b>P21</b>	*a. Subsequent steps to the firm's disciplinary, dismissal and grievance procedures are	<b>P21:</b> * <i>complete (a) or (b), delete the other</i>
Or	<b>40</b>	40 An explanation of the Steps
	*b. Subsequent steps in the firm's disciplinary and grievance procedures are set out in	<b>Or</b> * <i>delete as appropriate</i>
	<b>41</b>	41 Refer to provisions of some other document which the employee has reasonable opportunities of reading in the course of his or her employment or which is made reasonably accessible to him in some other way
<b>P22</b>	A contracting-out certificate under the Pension Schemes (Northern Ireland) Act 1993 <b>*is/ is not</b> in force for the employment this statement is being issued for.	<b>P22</b> * <i>delete as appropriate</i>
	<b>42</b>	42 For further information on contracting out certificates call 0191 225 01501
<b>Notes</b>		

**Notes (continued)**

## Appendix 1: Booklets in this series

Booklets in this series are available online from [www.delni.gov.uk/erbooklets](http://www.delni.gov.uk/erbooklets) or can be obtained by contacting the Department.

- ER 1 *Individual rights and responsibilities of employees*
- ER 2 *Written statement of employment particulars*
- ER 3 *Redundancy entitlement statutory rights*
- ER 4 *Redundancy consultation and notification*
- ER 5 *Your rights if your employer is insolvent*
- ER 6 *Unjustifiable discipline by a trade union*
- ER 7 *Time off for public duties*
- ER 8 *Continuous employment and a week's pay*
- ER 10 *Suspension from work on medical or maternity grounds*
- ER 12 *Pay statements: what they must itemise*
- ER 13 *Unfairly dismissed?*
- ER 14 *Guarantee payments*
- ER 15 *Rights to notice and reasons for dismissal*
- ER 16 *Maternity rights: a guide for employers and employees*
- ER 17 *Help with meeting redundancy costs for employers in financial difficulty*
- ER 18 *Dismissal: fair and unfair - a guide for employers*
- ER 19 *Limits on payments and awards*
- ER 21 *Contracts of employment: changes, breach of contract and deductions from wages*
- ER 22 *Criminal records and employment*
- ER 23 *Payment of union subscriptions through "check off"*
- ER 24 *Time off for dependants*
- ER 25 *Parental leave: a guide for employers and employees*
- ER 26 *Time off for study or training*

- ER 27**      *Industrial action and the law: a guide for employees*
- ER 28**      *Trade union executive elections*
- ER 29**      *Industrial action and the law: a guide for employers*
- ER 30**      *Industrial action and the law: a guide for individuals whose supply of goods or services is affected by unlawful industrial action*
- ER 31**      *Union membership: rights of members and non-members*
- ER 33**      *Trade union political funds*
- ER 34**      *Rights to paternity leave and pay*
- ER 35**      *Adoptive parents: a guide for employers and employees*
- ER 36**      *Flexible working: a guide for employers and employees*

(Additional employment rights publications, covering a range of other issues, can be found online at [www.delni.gov.uk/erpublications](http://www.delni.gov.uk/erpublications) or can be obtained from the Department).

## Appendix 2: Useful addresses

### Certification Officer for Northern Ireland

10-12 Gordon Street  
Belfast  
BT1 2LG

**Tel:** 028 9023 7773

**Fax:** 028 9023 2271

**Textphone:** 028 9023 8411

**Website:** [www.nicertoffice.com](http://www.nicertoffice.com)

**Email:** [info@nicertoffice.com](mailto:info@nicertoffice.com)

### Department for Employment and Learning

Redundancy Payments Service  
Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7956

**Freephone:** 080 0585 811

**Fax:** 028 9025 7555

**Website:** [www.redundancyni.gov.uk](http://www.redundancyni.gov.uk)

**E-mail:** [rpsquery@delni.gov.uk](mailto:rpsquery@delni.gov.uk)

### The Health & Safety Executive for Northern Ireland

83 Ladas Drive  
Belfast  
BT6 9FR

**Tel:** 028 9024 3249

**Fax:** 028 9023 5383

**Textphone:** 028 9054 6896

**Freephone Helpline:** 080 0032 0121

**Website:** [www.hseni.gov.uk](http://www.hseni.gov.uk)

### Department for Employment and Learning

Employment Relations Policy and Legislation  
Branch  
Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7580

**Website:** [www.delni.gov.uk/er](http://www.delni.gov.uk/er)

**E-mail:** [erbooklets@delni.gov.uk](mailto:erbooklets@delni.gov.uk)

### The Equality Commission for Northern Ireland

Equality House  
7-9 Shaftesbury Square  
Belfast  
BT2 7DP

**Tel:** 028 9050 0600

**Fax:** 028 9033 1544

**Textphone:** 028 9050 0589

**Website:** [www.equalityni.org](http://www.equalityni.org)

**E-mail:** [information@equalityni.org](mailto:information@equalityni.org)

### Industrial Court

Room 203  
Adelaide House  
39-49 Adelaide Street  
Belfast  
BT2 8FD

**Tel:** 028 9025 7599

**Fax:** 028 9025 7555

**Website:** [www.industrialcourt.gov.uk](http://www.industrialcourt.gov.uk)

**E-mail:** [enquiries@industrialcourt.gov.uk](mailto:enquiries@industrialcourt.gov.uk)

### **Labour Relations Agency**

Head Office  
2-8 Gordon Street  
Belfast  
BT1 2LG

**Tel:** 028 9032 1442

**Fax:** 028 9033 0827

**Textphone:** 028 9023 8411

**Website:** [www.lra.org.uk](http://www.lra.org.uk)

**E-mail:** [info@lra.org.uk](mailto:info@lra.org.uk)

### **NI Business Info**

(website giving information on a wide range of issues for employers)

**Website:** [www.nibusinessinfo.co.uk](http://www.nibusinessinfo.co.uk)

### **Labour Relations Agency**

Regional Office  
1-3 Guildhall Street  
Londonderry  
BT48 6BJ

**Tel:** 028 7126 9639

**Fax:** 028 7126 7729

**Textphone:** 028 9023 8411

**Website:** [www.lra.org.uk](http://www.lra.org.uk)

**E-mail:** [info@lra.org.uk](mailto:info@lra.org.uk)

### **Office of the Industrial Tribunals and the Fair Employment Tribunal**

Killymeal House  
2 Cromac Quay  
Ormeau Road  
Belfast  
BT7 2JD

**Tel:** 028 9032 7666

**Fax:** 028 9023 0184

**Website:** [www.employmenttribunalsni.org](http://www.employmenttribunalsni.org)

people:skills:jobs:



Department for  
**Employment  
and Learning**  
[www.delni.gov.uk](http://www.delni.gov.uk)



INVESTOR IN PEOPLE

**THE DEPARTMENT:**

Our aim is to promote learning and skills, to prepare people for work and to support the economy.

This document is available in other formats upon request.

**Further information:**

telephone: 028 9025 7580

e-mail: [employment.rights@delni.gov.uk](mailto:employment.rights@delni.gov.uk)

website: [www.delni.gov.uk](http://www.delni.gov.uk)