

SCHEDULES

SCHEDULE 2

EMPLOYMENT PARTICULARS

PART I

ARTICLES 43 TO 43E OF THE NO. 2 ORDER, AS INSERTED

Written particulars of employment

Employers' duty to give statement of employment particulars

43.—(1) Not later than two months after the beginning of an employee's employment with an employer, the employer shall give to the employee a written statement which may, subject to Article 43A(4), be given in instalments before the end of that period.

(2) The statement shall contain particulars of—

- (a) the names of the employer and employee;
- (b) the date when the employment began; and
- (c) the date on which the employee's period of continuous employment began (taking into account any employment with a previous employer which counts towards that period).

(3) The statement shall also contain particulars, as at a specified date not more than seven days before the statement or instalment of the statement containing them is given, of—

- (a) the scale or rate of remuneration or the method of calculating remuneration;
- (b) the intervals at which remuneration is paid (that is, weekly, monthly or other specified intervals);
- (c) any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours);
- (d) any terms and conditions relating to any of the following—
 - (i) entitlement to holidays, including public holidays, and holiday pay (the particulars given being sufficient to enable the employee's entitlement, including any entitlement to accrued holiday pay on the termination of employment, to be precisely calculated);
 - (ii) incapacity for work due to sickness or injury, including any provision for sick pay; and
 - (iii) pensions and pension schemes;
- (e) the length of notice which the employee is obliged to give and entitled to receive to terminate his contract of employment;
- (f) the title of the job which the employee is employed to do or a brief description of the work for which the employee is employed;

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- (g) where the employment is not intended to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end;
 - (h) either the place of work or, where the employee is required or permitted to work at various places, an indication of that and of the address of the employer;
 - (j) any collective agreements which directly affect the terms and conditions of the employment including, where the employer is not a party, the persons by whom they were made; and
 - (k) where the employee is required to work outside the United Kingdom for a period of more than one month—
 - (i) the period for which he is to work outside the United Kingdom;
 - (ii) the currency in which remuneration is to be paid while he is working outside the United Kingdom;
 - (iii) any additional remuneration payable to him, and any benefits to be provided to or in respect of him, by reason of his being required to work outside the United Kingdom; and
 - (iv) any terms and conditions relating to his return to the United Kingdom.
- (4) Paragraph (3)(d)(iii) shall not apply to the employees of any body or authority if—
- (a) the employees' pension rights depend on the terms of a pension scheme established under any statutory provision; and
 - (b) the body or authority is required by any such provision to give to new employees information concerning their pension rights or the determination of questions affecting their pension rights.