

# FIRE SERVICES EXAMINATIONS BOARD

## STUDY NOTE

EXAMINATION

STATION OFFICERS' EXAMINATION

PAPER

HUMAN RESROUCE MANAGEMENT

SUBJECT

EMPLOYMENT

ITEM

CONTRACTS OF EMPLOYMENT

STUDY NOTE No.

3301

### ***INTRODUCTION TO THE STUDY NOTE***

***This study note has been prepared as the basis of study in connection with the qualifying examinations for promotion.***

***Candidates will be expected to demonstrate knowledge of the information contained in the study note and understand how it should be applied:***

***The 'References' made at the end of the Study Note are included for information only and candidates will not be expected to study these as part of the bibliography.***

## CONTRACTS OF EMPLOYMENT

### 1. Introduction

This study note provides candidates with an introduction to the underlying principles relating to contracts of employment and associated law.

### 2. Definitions

In law an employee is an individual who has entered into or works under a contract of employment.

A contract of employment is a statement of the written particulars required to be issued to the employee on their appointment together with other terms and conditions, which may be applicable to the post.

The contract of employment is not simply a document which is presented to employees on appointment, but is a complex set of formal and informal rules which govern the whole basis of the employment relationship.

The contract of employment must be provided to the employee not later than two months after the employment begins.

However, it is common practice for employers to issue with the job offer, a written statement of particulars setting out basic terms of employment indicating that the full contract of employment will follow.

Before accepting the offer of the job the prospective employee will then be able to:

- (a) consider the terms of employment proposed.
- (b) query any terms which are not understood, or which are considered to be ambiguous, too wide or inappropriate.
- (c) accept the terms as expressed and be contractually bound by them.

In practice, employers should regard the contract as being established immediately an offer of a job is made and is accepted.

### 3. Legal requirements for a Written Contract of Employment

As stated above the law places a duty on the employer to provide the employee with a contract of employment.

The contract should contain the following minimum details:

- (a) The names of the employer and the employee.
- (b) The date when the employment began.
- (c) The scale, rate or method of calculating remuneration; (including overtime pay, bonus payments, etc).
- (d) The intervals at which remuneration is paid.
- (e) Any terms and conditions relating to hours of work, including normal working hours and contractual overtime.
- (f) Any terms and conditions relating to entitlement to holidays, including public holidays, and holiday pay.
- (g) The title of the position, or a brief description of the work for which the employee is employed.
- (h) Either the place of work or, where the employee is required or permitted to work at various places, and the registered address of the employer.
- (i) Any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay.
- (j) Any terms and conditions relating to pensions and pension schemes.
- (k) The length of notice which the employee is obliged to give and is entitled to receive to terminate his or her contract of employment.
- (l) 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.
- (m) Any collective agreements which directly affect the terms and conditions of the employment for example Scheme of Conditions of Service (Grey Book).

- (n) An employer should also specify:
- (i) Any disciplinary rules applicable to the employee or referring him or her to the provisions of a 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 or her in some other way, and which specifies such rules for example The Fire Services (Discipline) Regulations 1985.
  - (ii) A person to whom the employee can apply if dissatisfied with any disciplinary decision relating to him or her.
  - (iii) A person to whom an employee can apply for the purpose of seeking redress of any grievance, and the manner in which any such application may be made. Scheme of Conditions of Service (Grey Book, Section X, Grievance Procedure).

## References

Employment Rights Act 1996  
Scheme of Conditions of Service (Grey Book)