Contract of employment

Statement of main terms and conditions of employment

Employer's name:	
Employee's name:	
Date of commencement of employment:	
Job title:	

Duties and responsibilities:

As set out in the job description. The employer may require you to carry out other reasonable duties as required.

Probationary period:

There will be a probationary period of (*usually three months). At the end of this period the position will be reviewed and if satisfactory the continuation of your employment will be confirmed. During the probationary period either party can terminate employment by giving one week's notice.

Hours of work:

Your hours of work will be (Insert number of hours) weekday hours (Insert number of hours) weekend hours

There is a need for the employee to be flexible and these hours may be changed as required according to the employer's needs. Under these circumstances, where hours need to be changed or additional hours worked, the employer will give as much notice as possible.

Lateness:

If you are going to be more than 10 minutes late you are required to contact the employee as soon as possible but at the very latest 30 minutes before you are due to start work

Salary:

As an hourly paid employee, your salary will be £..... for weekdays, £.... for weekends and bank holidays. Your salary is payable (insert either monthly or weekly) and will be paid on (insert date of salary payment. If monthly it could be the third working day of the

month or last Friday in the month for example. If weekly insert day of payment) by (insert direct payment into your bank/cheque/cash).

The employer will deduct National Insurance and Income Tax as required by law. The employer may also deduct any overpayment of wages or holiday entitlement.

Pensions:

There is no pension scheme available with employer's contributions.

Time sheets:

You will be required to complete a *monthly / weekly* signed time sheet and submit this to the employer on.

Holiday entitlement:

The holiday year is from 1^{st} January -31^{st} December or 1^{st} April -31^{st} March (circle the correct one). Your holiday entitlement must be taken during this period. Payment will not be made for any unused holiday and these cannot be taken into the next holiday period.

The full amount of your holiday entitlement is 28 days per year pro-rata per completed months employment. One week being the equivalent of weekly hours worked.

Bank holidays may be booked as holidays or will be paid at the weekend rate.

Holidays must be agreed with the employer at least (insert how many weeks – four weeks is usual) in advance. You may not take more than (insert number of days – 10 days is the usual) working days consecutively without the employer's prior written consent.

Should you leave employment and you have exceeded your holiday entitlement then this will be deducted from your final pay packet. If holiday entitlement is owed you will be paid for the outstanding entitlement.

Sick leave:

If you are ill and unable to attend work you should inform your employer as soon as possible to enable other arrangements to be made.

You will be entitled to Statutory Sick Pay (SSP) on production of an Employee's Statement of Sickness (form SC2) which must be completed for sick leave of more than three days or a medical certificate for sick leave of more than seven days. These forms must be sent directly to your employer.

Termination of employment:

During the probationary period either party requires one week's notice. Up to two years of continuous employment you will be given one week's notice. After two years continuous service you will be given one additional week's notice for each completed year up to a maximum of 12 weeks' notice.

After satisfactory completion of your probationary period you are required to give (insert one month or four weeks') notice in writing irrespective of length of service.

The employer reserves the right to pay your basic salary in lieu of notice instead of requesting that you work your notice period. In these circumstances you may not be employed by any other person or company whilst receiving pay in lieu of notice.

The employer reserves the right to dismiss you without notice in cases of serious breach of the terms of your employment, gross misconduct or gross negligence by you.

Confidentiality:

All information regarding the employer, the employer's family and the employer's domestic or personal circumstances is strictly confidential and cannot be discussed with a third party without the Employer's specific permission, or in an emergency situation.

The employer will hold personal information about you as personnel records. The employer will abide by the Data Protection act and disclose this information only to the relevant third parties e.g. HM Revenue and Customs.

Dismissal:

In case of gross misconduct there will be no period of notice given. If you are in your probationary period or first year of employment, only one warning is required before dismissal.

Before any of these actions are taken you will receive a letter setting out the details of the alleged misconduct and inviting you to a meeting to discuss the matter. You will have the right to be accompanied to the meeting by a work colleague or a trade union representative. After the meeting you will be informed if any further action will be taken. You have the right to appeal but must do so within 10 working days of receipt of the notification of the decision.

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