NOTES ON THE SAMPLE CONTRACT OF EMPLOYMENT

This sample contract of employment has been drawn up by Peninsula, the organisation that provides the employment law advice line under your Employer’s Liability insurance policy.

We appreciate that it is a very large document please don’t be put off. While it is quite legalistic (and that is for your own protection), much of it is standard and statutory. And here are some pointers to help you through it:

Only the first 4 pages require information to be added or selected. We have highlighted the places where you need to insert information or delete an option that’s not required and we have inserted instructions in red to clarify what needs to be added.

Pages 5 - 8 contain standard clauses. If you wish to amend any of these, you would need to liaise with Peninsula to ensure your proposed amendments are acceptable.

Pages 9 – 23 contain the Policies and Procedures which are also standard and should not require any addition or amendment.

Page 24 contains some optional clauses which you may or may not wish to insert into the body of the contract

Page 25 Working Time Regulations – 48 hour Opt Out Agreement: if this applies, then this must be signed in addition to the main contract.

If you would like to go through this with a Direct Payment Adviser, or would like either an electronic or paper copy, please contact us on 0300 1233 442 or by email to [admindp@wiltshirecil.org.uk](mailto:admindp@wiltshirecil.org.uk)

**CONTRACT OF EMPLOYMENT**

**This contract along with the attached Policies and Procedures sets out the particulars of the main terms on which** [insert employer name and address below]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the employer)**

**Employs** [insert employee name below]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the employee)**

**COMMENCEMENT DATE**

Your employment began on ……………………. ……………….[insert date].

No previous employment counts as part of your period of continuous employment.

Your post is subject to funding from the Local Authority and will be subject to review depending on my needs and the current Local Authority policy on Self-Directed Support. In the event of any changes which affect the funding for the post or your duties I shall notify you within seven days of any changes.

**DISCLOSURE AND BARRING CERTIFICATE(S)**

Your initial employment may be conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate. In the event that such certificate(s) are not supplied your employment will be terminated. Obtaining a criminal record check will involve processing personal data about you. You can read more about the data we hold on you, why we hold and it and the lawful basis that applies in the employee privacy notice.

**CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report any convictions or offences with which you are charged, including traffic offences. Obtaining a criminal record check will involve processing personal data about you. You can read more about the data we hold on you, why we hold and it and the lawful basis that applies in the employee privacy notice.

**JOB TITLE** [delete as applicable]  
Personal Assistant / Carer / Enabler

**PROBATIONARY PERIOD (**choose one of the options below)

**Option 1**

You join me on an initial probationary period of \_\_\_\_\_\_*weeks/months*. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, I may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will be informed of the outcome of your probationary period by me and you should not consider your probationary period to have passed until such notification has been received.

I reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

**Option 2**

Your employment with me is not subject to a probationary period.

**PLACE OF WORK**

You will normally be required to work at: (insert place of work below)

…………………………………………………………………………………….

and, when requested, you will work away from the usual place of work either accompanying the Employer or independently of him/her.

You *will/will not* be required to work outside the United Kingdom *for a period / periods exceeding one month*

**HOURS OF WORK (select Variable or Standard hours as set out below)**

**Variable Hours**

Your normal hours of work are variable each week dependent on my needs.   
  
You will be expected to work a minimum of …………. hours per week.   
  
You are not required / expected to work on more than …………. days per week.

You will be expected to work a minimum of …………… hours per day, between   
  
……………. am/pm and …………… am/pm.

You will not be expected to work for more than ……. hours per week

Your working day(s) may fall on (please tick):

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mon |  | Tue |  | Wed |  | Thu |  | Fri |  | Sat |  | Sun |  |

**Standard Hours**

Your normal hours of work are not variable.

Your normal hours of work are ………. per week, to be worked ……….. am to ……………. pm. on any day Monday to Sunday. You are not *required/expected* to work on more than ……… days per week.

You may be required to work additional hours when authorised and as necessitated by my needs which will be done by negotiation between us.

Breaks are paid/unpaid and in line with the Working Time Regulations.

**DRIVING REQUIREMENTS**

*(please delete if not applicable)*

During the course of your employment you will be required to take me to appointments /outings.

If required, your own transport must be provided to drive me to and from appointments/outings and any expenses incurred will be reimbursed subject to agreed rates. You will be required to submit a copy of your vehicle insurance confirming you have Class 1 Business insurance in force.

It is a condition of your employment that you hold a valid UK driving licence appropriate to the classes of vehicle you may need to drive in performing your duty.

If at any time your licence is endorsed, or you are disqualified from driving, or if you believe you may have a medical condition that may affect your ability to drive, I must be informed immediately. If you are required to drive as part of your job and I am unable to find alternative employment, your employment may be terminated.

**OTHER EMPLOYMENT**

You are required to notify me of any working time with another employer. I will then confirm whether this other employment is suitable to run alongside this contract of employment.

You must devote the whole of your time, attention and abilities during your hours of work for me to your duties for me. You may not, under any circumstances, whether directly or indirectly, undertake other duties, of whatever kind, during your hours of work with me.

**TIMEKEEPING**

Timekeeping is an essential requirement of this role and it is important that if you are running late that you keep in contact with me. In the event of any lateness you are to inform me immediately to ensure adequate cover can be arranged if and where necessary.

A proportionate amount may be deducted from your wages for unauthorised absence from your employment.

**REMUNERATION**

Your wage is currently £ ……… per hour payable monthly in arrears as detailed on your pay statement. Your wage is subject to Tax and NI deductions as per PAYE. For any additional hours worked you will be paid at your normal rate of pay.

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

We will ensure that you always receive no less than the National Minimum Wage / National Living Wage

**TIME SHEETS**

You may be required to complete and submit timesheets as directed by myself at the start of employment in order to ensure that you receive the correct payment.

**COLLECTIVE AGREEMENTS**

No collective agreements directly affect your terms and conditions of employment.

**LAY-OFFS**

This employment is linked to the funding I receive, I reserve the right to lay off employees, should the need arise due to funding being reduced or ceasing on a temporary basis (i.e due to my hospitalisation). Due to the nature of the work, the employee has been employed to carry out there may be times when the employer for some reasons does not require the employee’s full contracted hours of service. In such circumstances the employer may request the following courses of action:~

1. A request that the employee take any unused annual leave.
2. A retainer can be negotiated between employer and employee for up to four weeks.
3. If after four weeks the employer still does not require the employee’s services then it may be necessary to make the positions redundant. This will be carried out in line with any statutory requirements.

**None of the above actions will be treated as a breach of contract.**

I reserve the right to lay you off or put you on short-time working if there is a reduction in the work available or I am unable to provide work for you during any period. You will be paid statutory guarantee payments as applicable during a period of any lay-off or short-time working.

**BENEFITS**

There are no benefits which apply to your employment.

**HOLIDAY ARRANGEMENTS**

Your holiday year begins on ……………….. and ends on …………….. each year, during which you will receive a paid holiday entitlement of 5.6 working weeks pro rata (subject to a maximum of 28 working days). A working week is the equivalent of the number of hours usually worked per week (eg X hours per week x 5.6 weeks = X hours holiday). This includes all public/bank holidays or alternative days as decided by me. Because of the nature of my needs you may be required to work on any of these public/bank holidays and you will be paid at your normal rate of pay.

Please choose one option:

**Option1:** Annual leave must be taken by the end of the holiday year, unused holiday will be forfeited and no payment in lieu of untaken holidays will be made.

**Option 2:** You are able to carry over up to …. days of your annual leave entitlement into the following annual leave year, however this must be taken within the first ….. months of the following year.

Your holidays will be paid at your normal basic pay.

For part years of service your entitlement will be calculated as 1/12th of the annual entitlement for each completed calendar month of service during that holiday year.

If required to work additional hours:

Your holiday pay will be based on your average earnings over the previous 12 weeks. Due to a change in statutory requirements, this reference period will increase to 52 weeks from 6th April 2020.

You must complete the holiday request form and have it signed by me before you make any firm holiday arrangements. You should give at least one month’s notice of your intention to take holidays of over one week in duration and one week’s notice is required for odd single days. You will not normally be granted more than two working weeks consecutively. Before approving any annual leave requests I need to ensure operational efficiency and appropriate staffing levels are maintained.

In the event of the termination of your employment, any holidays accrued but not taken in the current holiday year will be paid for. However, if you have taken holidays that have not been accrued pro-rata in the holiday year, the appropriate payments will be deducted from your final wages based on your completed calendar months service. I may require you to take any outstanding annual leave entitlement during your notice period.

**OTHER PAID LEAVE**

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

i) Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time

ii) Qualifying parents are entitled to parental bereavement leave in line with statutory entitlements in place from time to time.

**SICKNESS ABSENCE AND PAY**

Any sickness absence taken is paid in line with the current SSP scheme.

You must notify me on the first day of absence and at least one hour before your start time to enable alternative arrangements to be made. If your sickness extends to more than seven days you are required to submit a medical certificate from your GP and notify me of your continued incapacity once a week thereafter. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to myself. I will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

You are entitled to statutory sick pay (SSP) from me during absence as a result of sickness or injury, provided you meet the eligibility criteria. This is treated like wages and is subject to Income Tax deductions and National Insurance contributions. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which I may have made to you because of the absence (including SSP) shall be repaid by you to me up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by me.

**TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities. It is a condition of your employment that you participate in any training deemed necessary by me for you to reach the required levels of attainment standards. No further training entitlement is offered by me.

**MANDATORY TRAINING**

Certain job functions may require you to undergo mandatory training. You will be advised of any training in advance.

**CONFIDENTIALITY**

You must respect my privacy (and that of my family) and maintain a professional approach at all times. You should keep any information gained in the course of your work with me confidential and not discuss my affairs with others, save with my specific permission. On termination of employment all property, documentation or information provided to you during the course of your employment should be immediately returned.

**PERSONAL RELATIONSHIPS**

I recognise that, from time to time, close personal relationships may develop between yourself and my representatives, members of my family, along with other individuals who are close to me. In order to ensure that potential conflicts of interest are avoided, employees who are in that position are strongly recommended to advise me in the first instance in order that I can decide whether this affects your ability to carry out your role in a professional manner.

Any such information will be treated in the strictest confidence. I fully acknowledge your right to privacy in your personal affairs. However, experience has shown that the effect of such relationships can affect your work and should conflicts of interest arise this could cause me to lose confidence in your integrity and reliability.

**CAPABILITY/DISCIPLINARY RULES & PROCEDURES**

The following procedures are non-contractual and may be subject to change according to the relevant legislation in force at that time.

All employers require a minimum number of rules under which they operate, the rules relating to your employment are attached. The disciplinary rules that form part of your contract of employment and the procedures that will apply when dealing with capability or disciplinary issues are attached.

**CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

Should you be dissatisfied with any decision to take action or dismiss you on disciplinary/capability grounds, you must apply either verbally or in writing, to me within five working days of the decision why you are dissatisfied with the decision. I will exercise discretion in hearing appeals which are submitted outside of this timeframe. Further information is attached.

**GRIEVANCE PROCEDURE**

If you feel aggrieved at any matter relating to your work, raise a grievance promptly with me, either verbally or in writing. Whilst there is no deadline by which grievances must be lodged, it may be more difficult for me to effectively deal with your grievance if the complaints relate to something which took place a long time ago. You will be invited to a meeting at which you should explain fully the nature and extent of your grievance. If the problem has not been resolved within ten working days, or if you are dissatisfied with the decision, you have the right to appeal the decision and you will be invited to a meeting at which the matter will be further discussed with a view to resolution. A decision reached at this appeal meeting is final. If your grievance is about me or a decision I have made I reserve the right to delegate any investigation or procedure to a suitable 3rd party.

**THIRD PARTY INVOLVEMENT**

I reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. These meetings may involve processing of special category data relating to you. You should refer to the employee privacy notice for more information on what data I hold about your, why I need it and the lawful basis that applies to it.

**RECORDING OF FORMAL MEETINGS**

I reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

**NOTICE OF TERMINATION TO BE GIVEN BY ME**

Under 1 month’s service - Nil.

1 month’s service but less than 2 years’ service – 1 week.

2 years’ service or more - 1 week for each completed year of service to a maximum of 12 weeks after 12 years.

Notice to be given in writing

**NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE**

Under 1 month’s service - Nil.

1 month to successful completion of your probationary period - 1 week.

On successful completion of your probationary period – 4 weeks.

**PENSION AND PENSION SCHEME**

A contributory pension scheme will be available into which you will be auto-enrolled (subject to the conditions of the scheme). Further details will be available.

|  |  |
| --- | --- |
| **SIGNATURE:** |  |
| For and on behalf of the Employer |
| **DATE:** |  |

I acknowledge receipt of this Contract and associated Policies and Procedures as attached and confirm my agreement to the terms and conditions.

|  |  |
| --- | --- |
| **SIGNATURE:** |  |
| Employee |
| **DATE:** |  |

**Additional Policies and Procedures**

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# Wastage

1. LIABILITY FOR LOSS AND DAMAGE
2. The following provision is an express written term of your contract of employment:
3. any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
4. any loss to me that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to me the full or part of the cost of the loss; and
5. in the event of an at fault accident whilst driving my vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
6. In the event of failure to pay, I have the contractual right to deduct such costs from your pay.

# Health, Safety, Welfare And Hygiene

1. SAFETY
   * + 1. You must not take any action which could threaten the health or safety of myself, yourself, other employees, or members of the public.
       2. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.
       3. You should report all accidents and injuries at work, no matter how minor, in the accident book.
       4. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.
2. ALCOHOL & DRUGS POLICY

If your performance or attendance at work is affected as a result of alcohol or drugs, or I believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

1. HYGIENE
2. You must wash your hands immediately before commencing work and after using the toilet.
3. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
4. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
5. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
6. NO SMOKING POLICY

Smoking on the premises (including vehicles) is not permitted. This includes e-cigarettes.

1. FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, I reserve the right to exercise our duty of care if I believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

1. MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise me of any condition which may make you more vulnerable to injury.

# Disciplinary Rules

1. INTRODUCTION

It is necessary to have a minimum number of rules in the interests of us all.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is my aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. I reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:-

the correct procedure is used when requiring you to attend a disciplinary hearing;

* 1. you are fully aware of the standards of performance, action and behaviour required of you;
  2. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  3. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  4. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  5. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

1. DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this document, a breach of other specific conditions, procedures, rules etc. that are contained within this document or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

1. RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

a. failure to abide by any general health and safety rules and procedures;

b. smoking in designated non smoking areas;

c. consumption of alcohol whilst on duty;

d. persistent absenteeism and/or lateness;

e. unsatisfactory standards or output of work;

f. rudeness towards me, my representative(s) or members of my family, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;

g. failure to devote the whole of your time, attention and abilities to my needs during your normal working hours;

h. unauthorised use of IT equipment including E-mail and Internet;

i. failure to carry out all reasonable instructions or follow our rules and procedures;

j. unauthorised use or negligent damage or loss of my property;

k. failure to report immediately any damage to my property or premises caused by you;

l. failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and

m. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

1. SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon me or my outcomes, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

1. RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued.

It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct.

Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

1. theft or fraud;
2. placing me or any other person in a vulnerable position;
3. physical violence or bullying;
4. deliberate damage to property;
5. deliberate acts of unlawful discrimination or harassment;
6. possession, or being under the influence, of drugs/alcohol\* at work.

\*For this purpose, the term ‘drugs’ is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

1. breach of health and safety rules that endangers the lives of, or may cause serious injury to, myself, employees or any other person.
2. maltreatment by neglect, omission and/or commission;
3. failure to report an incident of abuse, or suspected abuse;
4. abandoning duty without notification or sleeping on duty;
5. wilful misrepresentation at the time of appointment including:

Previous positions held

* + - 1. Qualifications held
      2. Falsification of date of birth
      3. Declaration of health
      4. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;

1. wilful misrepresentation at any time during employment in connection with qualifications held;
2. deliberate disclosure of privileged confidential information to unauthorised people;
3. negligent or deliberate failure to comply with the requirements concerning medicines;
4. working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
5. any act or omission constituting serious or gross negligence/or dereliction of duty;
6. consumption of alcohol on premises prior to and/or during hours of duty; and
7. conviction for a criminal offence which clearly indicates unsuitability for the role employed to undertake.

(The above examples are illustrative and do not form an exhaustive list.)

1. DISCIPLINARY ACTION
   1. Disciplinary action taken against you will be based on the following procedure:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **1st OCCASION** | **2nd OCCASION** | **3rd OCCASION** | **4th OCCASION** |
| **UNSATISFACTORY**  **CONDUCT** | Formal verbal warning | Written warning | Final written  warning | Dismissal |
| **MISCONDUCT** | Written warning | Final written  warning | Dismissal |  |
| **SERIOUS MISCONDUCT** | Final written  warning | Dismissal |  |  |
| **GROSS MISCONDUCT** | Dismissal |  |  |  |

* 1. I retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
  2. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
  3. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

1. DISCIPLINARY AUTHORITY

Unless otherwise stated, the employer or designated representative retains the authority for all levels of sanction including dismissal.

1. PERIOD OF WARNINGS
   1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

* 1. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

* 1. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

1. GENERAL NOTES
   1. If you are in a supervisory position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
   2. Gross misconduct offences will result in dismissal without notice.
   3. You have the right to appeal against any disciplinary action.

# Capability Procedures

1. INTRODUCTION

I recognise that during your employment with me your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

1. JOB CHANGES / GENERAL CAPABILITY ISSUES
2. If the nature of your job changes or if I have general concerns about your ability to perform your job I will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
3. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. I will also consider the possibility of changing your duties to more suitable work if at all possible.
4. If there is still no improvement after a reasonable time and I cannot offer flexibility in the work you undertake, or if your level of performance has a serious or substantial effect on me, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
5. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.
6. PERSONAL CIRCUMSTANCES / HEALTH ISSUES
7. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, I will normally need to have details of your medical diagnosis and prognosis so that I have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before I can obtain such a report and I will expect you to co-operate in this matter should the need arise. When I have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with me in your current role or, where circumstances permit, in a more suitable role.
8. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances I will need to know when I can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When I have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with me in your current role or, where circumstances permit, in a more suitable role.
9. SHORT SERVICE STAFF

I retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

# Capability/Disciplinary Appeal Procedure

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. Wherever possible I would seek to appoint a representative not previously connected with the process to conduct the appeal procedure so that an independent decision into the severity and appropriateness of the action taken can be made. However, due to my circumstances, and only as a last resort, it may be the case that the appeal would have to be heard by the person that made the original decision. Should this prove necessary it would be likely that the appeal meeting would take the form of a complete re-hearing in order that the entirety of the process could be reappraised before deciding to grant or refuse the appeal.
5. It would also be the case that your appeal may take the form of a complete re-hearing if you are appealing on the grounds that you have not committed the offence.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

# Equal Opportunities Policy

1. STATEMENT OF POLICY
2. I recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of my employment practices and procedure, I have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
3. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
4. I will ensure that the policy is circulated to any agencies responsible for recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
5. The policy will be communicated to any private contractors reminding them of their responsibilities towards the equality of opportunity.
6. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
7. A neutral working environment will be maintained in which no employee or worker feels under threat or intimidated.
8. RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. I will endeavour through appropriate measures that recruitment decisions will not be discriminatory, whether consciously or unconsciously.

Advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

I will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

I will not confine my recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with myself will receive fair treatment and will be considered solely on their ability to do the job.

Selection criteria will be periodically reviewed to ensure that they are related to the job requirements and do not unlawfully discriminate.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

I will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Selection decisions will not be influenced by any perceived prejudices of other staff.

# Termination Of Employment

1. RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post.

1. TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

1. RETURN OF OUR PROPERTY

On the termination of your employment you must return all my property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

OPTIONAL

TRAINING  
At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities. It is a condition of your employment that you participate in any training deemed necessary by me for you to reach the required levels of attainment standards.

You are also required to undertake the following external training courses:

i) [insert details]

The cost of this mandatory training \*will be borne by me/\*will not be borne by me/\*is subject to a training agreement which requires repayment by you to me of the cost of the training on a sliding scale in the event of the termination of your employment within a specific time limit after commencing the training.

No further training entitlement is offered by me.

**Appraisal arrangements**

The use of mobile phones

Use of personal mobile phones is restricted during contracted working hours and be used during authorised breaks only. Failure to do so may lead to disciplinary action.

**The use of the employer’s telephone, computer, internet etc and regulations around this**

**Right to search**

**Tools: equipment required to be used during the course of the work – eg hoist etc. Guidelines and rules on use**

**Safeguarding for both employer and employee – where the employee is expected to handle money for the employer, get shopping, receipts should be kept as a record**

**WORKING TIME REGULATIONS 1998**

**48 Hour Opt Out Agreement**

**This must be signed separately to the Contract of Employment**

This agreement is made the day of ……………………..20……

BETWEEN the Employer and the Employee

WHEREAS

1. The Working Time Regulations 1998 apply to the Employee.

2. The Employee wishes to work and the Employer wishes to provide work for longer than 48 hours on average per 7 days.

IT IS AGREED: -

3. Regulation 4(1) of the Working Time Regulations 1998 shall not apply.

4. This agreement may be terminated on three months’ written notice by either party.

**Signed by the Employer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by the Employee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_