

## CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made on the  
*year]*

BETWEEN:

*[Insert Employer's Name]*, the "em

AND

*[Insert Employee's Name]*, the "em

WHEREBY IT IS AGREED as follows

### 1. Interpretation

Unless the context otherwise admits  
all other genders and words import  
vice versa.

### 2. Period of Service

The employee's period of service shall be  
*month] [insert year]*. No employment shall be  
part of the period of continuous service.

### 3. Job Title and Description

The employee will be employed by  
*employee's job title]*. The employee shall perform  
the following, *[Insert a full description of duties]*.  
These duties may change and develop over time.  
The employer reserves the right, upon giving reasonable notice,  
to require the employee to perform other duties within the em

#### **4. Place of Work**

The employee shall work at the en  
*address]* and at such other places  
shall require and shall if required,  
the employer now or in the future.

#### **5. Hours of Work**

The employee's normal hours of w  
periods shall be as per Schedule 1  
reasonable prior request by the en  
outside his normal working hours,  
meet the needs of the business wi  
unless otherwise agreed. For the a  
be required to work in excess of th  
Time Regulations 1998, unless agr  
apply.

#### **6. Probationary Period**

The employee shall work for a tria  
*one month]* and this shall be the p  
terminated by the employee or em  
*week]* notice in writing at any time  
probationary period or by payment  
appropriate this probationary perio  
employee in writing.

#### **7. Salary**

**7.1** The employer shall pay the en  
*words and numbers, e.g. £20,000,*  
*[Specify - weekly in arrears/month*  
*day in the month, e.g. Friday of ev*  
and subject to review according to  
clause 8 below. There is however r  
the employee's basic salary. Any c  
employee in writing.

**7.2** An itemised pay statement of  
be given at the time of payment.

## 8. Assessments

The employer will assess the employee's performance [at the end of the first *months*] of his employment and thereafter [at the end of the first *months*] thereafter.

## 9. Deductions

The employer reserves the right to deduct from the employee's salary as follows:

9.1 Where the employer has overpaid the employee's salary.

9.2 Where the employee suffers loss or damage to the employer's property by his negligence or failure to follow instructions or exercise diligence.

9.3 If the employee causes damage to the employer's property, the cost of replacement or repair shall be deducted from the employee's salary.

9.4 If the employee leaves the employment before the notice period required notice the value of the employee's salary for the notice period shall be deducted.

9.5 If the employee enters the employment after the notice period the value of any loss will be deducted from the employee's salary.

9.6 When the employee leaves the employment the employer shall pay the employee pro rata allowance for overpayments, advances and holidays.

## 10. Expenses

Upon being presented with proof of expenses incurred by him in performing his duties, the employer shall reimburse the amount of these expenses to him [at the end of the first *month*]. The employer will meet the cost of the employee's [insert list of expenses that will be met by the employer].

[Insert list of expenses that will be met by the employer for the employee's accommodation]

## **11. Holidays**

**11.1** The holiday year shall run from *[Insert month, e.g. August]*.

The employee shall be entitled even

**11.2** *[Insert days, please note the* holiday per annum to be taken pro employer and the employee prior t

**11.3** *[Select one of the following s*

Bank and public holidays will be co holiday entitlement.

*OR*

Bank and public holidays will be ex employee's holiday entitlement.

**11.4** Holidays are to be taken at s employer. The employee may not subsequent year or receive payme agreed in writing with the employe

**11.5** The employer may at its disc any outstanding holiday entitleme affect a smooth handover or to fin circumstances will be entitled to p entitlement.

**11.6** On termination of the employ rata payment in lieu of any unused the right to deduct payment for ho from the final payment of salary m clause 9.6.

## **12. Sickness and Disability**

**12.1** If and whenever the employe performing his duties (absence) he from his employment obtain a doc absent.

**12.2** The employee or someone on behalf of the employee (*name of person to be informed*) of the absence, if possible, but in any event not later than the first working day.

**12.3** [*Select one of the following statements*]

During such absence the employee shall be entitled to receive of any statutory sick pay to which they are entitled under the Contributions Act 1992 (as amended).

*OR*

During such absence the employee shall be entitled to receive will for any single year pay contractual sick pay, *e.g. specify a period from one week to twelve weeks*.

*OR*

During such absence the employee shall be entitled to receive remuneration less the amount of any statutory sick pay or sickness benefit to which they may be entitled under any single year pay contractual sick pay, *a period from one week to twelve weeks*.

**12.4** For the purposes of calculation of the amount of any statutory sick pay will be [*Insert normal workplace working hours*].

**12.5** Entitlement to payment is subject to the subsequent production of a doctor's certificate.

### **13. Pension**

[*Select one of the following statements*]

This employment carries pension rights under a pension scheme, details of which can be found within the certificate is in force in respect of the employee.

*OR*

This employment carries pension rights under a pension scheme, details of which can be found within the certificate is in force in respect of the employee.

*OR*

This employment carries no pension or other applicable Social Security legislative force in respect of this employment.

#### **14. Notice**

**14.1** Up to *[Insert length of trial period]* the employer will give one week's notice.

**14.2** Thereafter the employer will give *[from one week to six months]* notice of termination for misconduct whereby the employer's grounds for misconduct shall be taken to include:

**a)** Theft or attempted theft from the employer, its customers or any of the employer's employees.

**b)** Fraud.

**c)** Causing malicious injury or damage to the employer's employees.

**d)** Rude, offensive and threatening behaviour towards customers or employees.

**e)** Malicious damage to property.

**f)** Breach of confidentiality.

**g)** Negligence resulting in serious damage to the employer's clients, customers or employees.

**h)** Serious breaches of Health and Safety.

**14.3** The employee shall at all times be employed on a full-time basis *[from one week to six months]* prior to termination of his own volition.

**14.4** Without prejudice to this clause, the employer may terminate the employment by paying the employee notice thereof.

**14.5** If the employer requires the employee to work at a different workplace during the employee's notice period, the employee shall comply with any conditions laid down in writing.

they will not be permitted to work  
corporation during that time witho

### **15. Grievance and Disciplinary**

The employer's disciplinary rules a  
out in the employer's handbook ar  
the handbook will be provided to t

### **16. Severability**

It is hereby declared that the foreg  
clauses of this Agreement shall be  
other. Should any part of this Agre  
clauses be found invalid it shall no  
paragraphs and clauses.

### **17. Prior Agreements**

This Agreement sets out the entire  
parties and is in substitution of any  
between the employer and the em

### **18. Jurisdiction**

This Agreement shall be construed  
shall be subject to the exclusive ju

### **19. Particulars of Employment**

Schedule 2 of this Agreement sets  
employment in accordance with th  
Employment Rights Act 1996.

## **SCHEDULE 1**

Employee's Working Week:  
*[Insert normal workplace working*

Employee's Hours of Work:  
*[Insert normal hours of work, e.g.*

Employee's Hours of Lunch or Break:  
*[Insert normal times of lunch or w*

## **SCHEDULE 2**

Name of Employer:  
*[Insert employer name]*

Address of Employer:  
*[Insert workplace address]*

Name of Employee:  
*[Insert employee's name]*

Address of Employee:  
*[Insert employee's full address]*

Dates of Employment:  
*[Insert employee's start date]*

## **AMPLIFICATION OF TERMS OF**

Hours of Work & Lunch or Breaks:  
Hours of work and lunch or breaks  
Agreement.

Sickness or Injury:  
The employee is entitled to be paid  
accident in accordance with Clause

Pension:  
This is in accordance with Clause 1

Remuneration:

The employee is entitled to remuneration in accordance with the applicable award or enterprise agreement.

Notice:

The employee is entitled to notice in accordance with the applicable award or enterprise agreement.

Job Title and Description:

This is in accordance with Clause 3 of the applicable award or enterprise agreement.

### **REQUIRED INFORMATION**

The following information is supplied in accordance with the Fair Work Act 1996 and reflects the employer's current practices.

Grievance Procedure:

The grievance procedure is set out in the applicable award or enterprise agreement and is provided to the employee on request.

Disciplinary Rules & Procedure:

The disciplinary rules and procedure are set out in the applicable award or enterprise agreement which will be provided to the employee on request.

Appeals Procedure:

The appeals procedure is set out in the applicable award or enterprise agreement and is provided to the employee on request.

Pension:

*[Select one of the following statements]*

This employment carries pension rights under a superannuation scheme, details of which can be found within the applicable award or enterprise agreement. A superannuation certificate is in force in respect of this employment.

*OR*

This employment carries pension rights under a superannuation scheme, details of which can be found within the applicable award or enterprise agreement.

*OR*

This employment carries no pension rights. The applicable Social Security legislation is in force in respect of this employment.

SIGNED (for and on behalf of):

*[Insert employer name]*

*[Insert name of person signing on]*

*[Insert their position]*

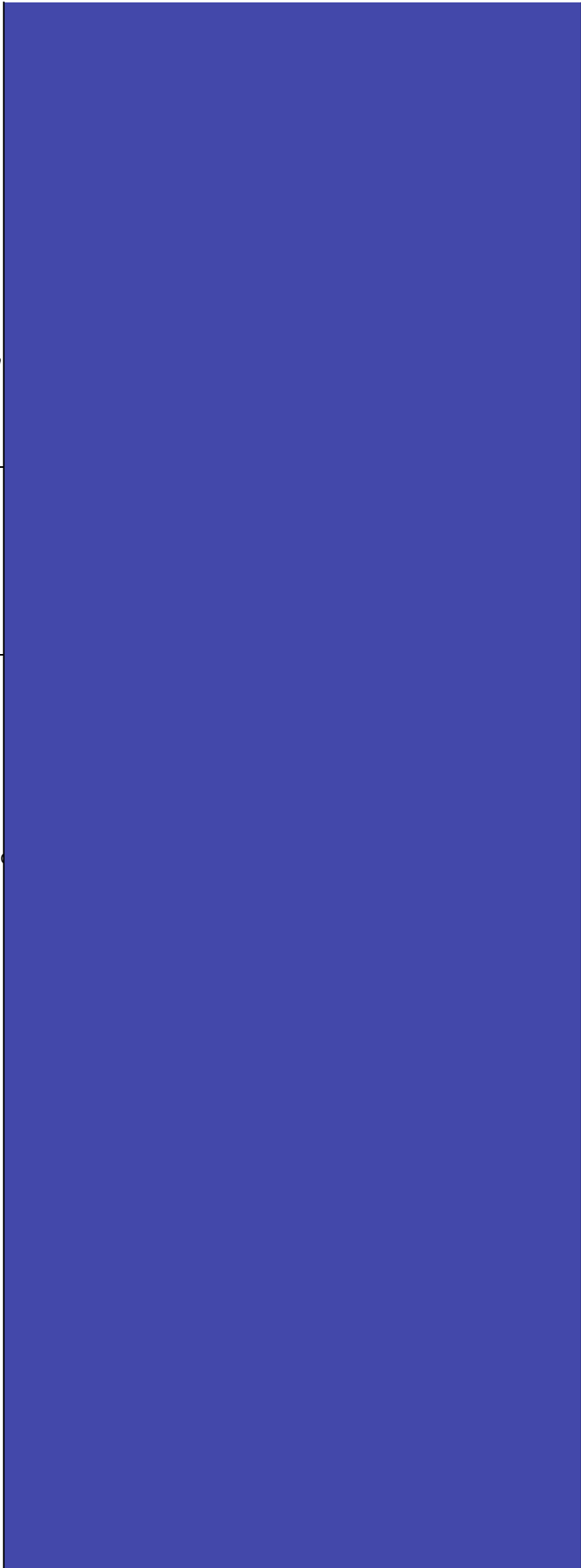
Signature: \_\_\_\_\_

SIGNED by the employee:

*[Insert employee's name]*

Signature: \_\_\_\_\_

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## EXAMPLE AGREEMENT

### CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made on the

BETWEEN:

**Acme Digital Partners**, the "emp

AND

**John Brown**, the "employee"

WHEREBY IT IS AGREED as follows

#### **1. Interpretation**

Unless the context otherwise admits, all other genders and words import vice versa.

#### **2. Period of Service**

The employee's period of service commences on **2002**. No employment with a previous period of continuous service.

#### **3. Job Title**

The employee will be employed by **Executive**. The employee's job description is as follows, **to promote and sell the Central and Greater London**. The time. Therefore the employer reserves the right to require the employee to demonstrate capability.

#### 4. Place of Work

The employee shall work at the en  
**London W2 8PP** and at such other  
duties shall require and shall if req  
held by the employer now or in the

#### 5. Hours of Work

The employee's normal hours of w  
periods shall be as per Schedule 1  
reasonable prior request by the en  
outside his normal working hours,  
meet the needs of the business wi  
unless otherwise agreed. For the a  
be required to work in excess of th  
Time Regulations 1998, unless agr  
apply.

#### 6. Probationary Period

The employee shall work for a tria  
the probationary period. The empl  
or employer on **one weeks'** notice  
immediate end of the probationary  
the employer deems it appropriate  
by giving notice to the employee in

#### 7. Salary

**7.1** The employer shall pay the en  
**Thousand Pounds per year, pai**  
**every month** and subject to review  
set out in clause 8 below. There is  
increase in the employee's basic sa  
to the employee in writing.

**7.2** An itemised pay statement of  
be given at the time of payment.

## 8. Assessments

The employer will assess the employee's performance at the start of employment and then every **twelve**

## 9. Deductions

The employer reserves the right to deduct from the employee's salary as follows:

**9.1** Where the employer has overpaid the employee's salary.

**9.2** Where the employee suffers loss or damage to the employer's property by not following instructions or exercise diligence.

**9.3** If the employee causes damage to the employer's property, replacement or repair shall be deducted from the employee's salary.

**9.4** If the employee leaves the employment without giving the required notice the value of the employee's salary for the notice period shall be deducted.

**9.5** If the employee enters the employment without giving the required notice the value of any loss will be deducted from the employee's salary.

**9.6** When the employee leaves the employment the employer shall pay the employee pro rata allowance for overpayments, advances and holiday pay.

## 10. Expenses

Upon being presented with proof of expenses incurred by him in performing his duties, the employer shall reimburse the amount of these expenses to him. The employee shall meet the following expenses: **Normal**

## 11. Holidays

**11.1** The holiday year shall run from 1st January to 31st December.

The employee shall be entitled every year to a holiday of 21 days.

**11.2 Twenty-five** days holiday pro  
be agreed between the employer and  
being taken.

**11.3 Bank and public holidays**  
**the employee's holiday entitlement**

**11.4** Holidays are to be taken at s  
employer. The employee may not  
subsequent year or receive payme  
agreed in writing with the employe

**11.5** The employer may at its disc  
any outstanding holiday entitlement  
affect a smooth handover or to fin  
circumstances will be entitled to pa  
entitlement.

**11.6** On termination of the employ  
rata payment in lieu of any unused  
the right to deduct payment for ho  
from the final payment of salary m  
clause 9.6.

**12. Sickness and Disability**

**12.1** If and whenever the employe  
performing his duties (absence) he  
from his employment obtain a doc  
absent.

**12.2** The employee or someone o  
**Smith** of the reason for their abse  
not later than **11am** on the same

**12.3 During such absence the e**  
**The employer will for any singl**  
**period of six months.**

**12.4** For the purposes of calculatio  
will be **Monday to Friday.**

**12.5** Entitlement to payment is su  
subsequent production of a doctor

### **13. Pension**

**This employment carries pension scheme, details of which can be found in the contracting out certificate is in**

### **14. Notice**

**14.1** Up to **three months** of service to the employee.

**14.2** Thereafter the employer will, in the event of dismissal for gross misconduct, dismiss immediately. Gross misconduct (restricted to) the following:

**a)** Theft or attempted theft from employer's customers or any of the employer's

**b)** Fraud.

**c)** Causing malicious injury or malice to employees.

**d)** Rude offensive and threatening behaviour to customers or employees.

**e)** Malicious damage to property.

**f)** Breach of confidentiality.

**g)** Negligence resulting in serious damage to employer's clients, customers or employees.

**h)** Serious breaches of Health and Safety.

**14.3** The employee shall at all times give notice to employer if leaving the employment.

**14.4** Without prejudice to this clause, the employer may terminate the employment by paying the employee notice thereof.

**14.5** If the employer requires the employee to work at the workplace during the employee's normal hours of work, the employee must comply with any conditions laid down in the handbook. If they will not be permitted to work at the workplace during that time without the employer's written permission.

### **15. Grievance and Disciplinary**

The employer's disciplinary rules are set out in the employer's handbook and the handbook will be provided to the employee.

### **16. Severability**

It is hereby declared that the foregoing clauses of this Agreement shall be severable from the rest of the Agreement. Should any part of this Agreement be found invalid it shall not affect the validity of the remaining paragraphs and clauses.

### **17. Prior Agreements**

This Agreement sets out the entire agreement between the parties and is in substitution of any other agreement between the employer and the employee.

### **18. Jurisdiction**

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

### **19. Particulars of Employment**

Schedule 2 of this Agreement sets out the particulars of employment in accordance with the Employment Rights Act 1996.

## **SCHEDULE 1**

Employee's Working Week:  
**Monday to Friday.**

Employee's Hours of Work:  
**9am to 5pm.**

Employee's Hours of Lunch or Break:  
**1pm to 2pm.**

## **SCHEDULE 2**

Name of Employer:  
**Acme Digital Partners**

Address of Employer:  
**45 Dover Street, London W2 8P**

Name of Employee:  
**John Brown**

Address of Employee:  
**21b Golden Crescent, London E**

Dates of Employment:  
**6<sup>th</sup> day of November 2002**

## **AMPLIFICATION OF TERMS OF**

Hours of Work & Lunch or Breaks:  
Hours of work and lunch or breaks  
Agreement.

Sickness or Injury:  
The employee is entitled to be paid  
accident in accordance with Clause

Pension:

This is in accordance with Clause 1

Remuneration:

The employee is entitled to remun

Notice:

The employee is entitled to notice

Job Title and Description:

This is in accordance with Clause 3

### **REQUIRED INFORMATION**

The following information is supplied in accordance with the Employment Rights Act 1996 and reflects the employer's d

Grievance Procedure:

The grievance procedure is set out in the employee handbook which is provided to the employee on request

Disciplinary Rules & Procedure:

The disciplinary rules and procedure are set out in the employee handbook which will be provided to the employee on request

Appeals Procedure:

The appeals procedure is set out in the employee handbook which is provided to the employee on request

Pension:

**This employment carries pension rights under the Acme Digital Partners pension scheme, details of which can be found in the employee handbook. The contracting out certificate is in the employee handbook.**

SIGNED (for and on behalf of):

**Acme Digital Partners  
Peter R Jones  
HR Director**

Signature: \_\_\_\_\_

SIGNED by the employee:

**John Brown**

Signature: \_\_\_\_\_

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## **ADDITIONAL CLAUSES**

*[Please note that the number of these clauses is only and is not intended to suggest the number of clauses in an employment contract. These clauses are not intended to be a contract.]*

### **1. Conduct and Dress - Office Employees**

**1.1** As an employee you are expected to maintain the organisation's reputation. All staff must be dressed appropriately for the work environment. A tidy appearance, there are no directions for male or female staff; however we do have a policy regarding your style of haircut. Staff must wear closed shoes, ideally in muted colours appropriate to the work environment. A dress code policy is in place for any period of absence that your appearance is casual, but not too casual. Casual trousers and a shirt or blouse, not jeans, shorts, leggings or trainers.

**1.2** If for any reason you are unable to adhere to the dress code, for example due to religious beliefs, please contact your manager or the personnel / HR department.

**1.3** A breach of these rules may result in disciplinary action.

### **1. Organisation Uniform**

**1.1** As part of your employment you are required to wear a uniform. Your uniform must be worn at all times.

**1.2** It is your responsibility to ensure your uniform is clean and pressed at all times. You will be given a monthly allowance for your uniform.

**1.3** Your uniform should be worn at all times and should not be worn in conjunction with non-work related clothing. The organisation will issue you with a uniform where required.

**1.4** If for any reason you are unable to comply with the dress code, for example due to religious beliefs, you should contact your manager or the Personnel / HR department.

**1.5** A breach of these rules may result in disciplinary action.

## **1. Organisation Protective Clothing**

**1.1** If your particular employment requires the use of protective clothing or equipment, such as safety boots, gloves, high-visibility jackets or vests, you must comply with Health & Safety Regulations this clothing is provided at all times directed by the organisation.

**1.2** A breach of Health & Safety Regulations may result in disciplinary action, which may include summary dismissal.

## **1. Relationships within the Workforce**

**1.1** The organisation deems it unacceptable for there to be any relationships within the organisation that are unequal in power. Relationships between senior and junior staff are not acceptable. This is particularly true of relationships between senior and junior staff in the same department or division within the organisation. This is particularly true of relationships between senior and junior staff in the same department or division within the organisation.

**1.2** Where a relationship between senior and junior staff in the same department or division does occur, both parties must report this to the Personnel / HR department as soon as possible. The Personnel / HR department will treat all such disclosures as confidential. Both parties within the relationship will be subject to disciplinary action. The Personnel / HR department will consider the transfer of one or both parties to another department or division.

**1.3** Where re-deployment to another department or division is required, either or both parties and if after a reasonable period of time the situation have failed the organisation will provide notice or payment in lieu of notice. The Personnel / HR department will consider the transfer of one or both parties to another department or division.

**1.4** As long as no other breach of the organisation's policies is committed, the organisation will provide all reasonable assistance to any staff whose employment has been terminated. This includes providing a reference and offering assistance in finding new employment. The Personnel / HR department will consider the transfer of one or both parties to another department or division.

**1.5** Please note a failure to report department by the parties involved in serious cases, include summary

## **1. Change of Personal Circumstances**

**1.1** As an employee you must inform changes to your personal circumstances following changes:

1.1.1 Home address or telephone

1.1.2 Next of kin contact details.

1.1.3 Marital status.

1.1.4 Dependents.

1.1.5 Bank or building society details

1.1.6 Additional qualifications.

1.1.7 All criminal convictions, no matter

1.1.8 Loss of driving licence or additional

1.1.9 Loss of all professional licences affecting your employment.

**1.2** Before and after joining the organisation details requested by the organisation at the time they were provided. If the organisation in the case the organisation reserves the right to notice or payment in lieu of notice

## **1. Right to Search**

**1.1** As an employee you agree to searches requested by the employer. Such searches of personal items, including vehicles.

**1.2** Personal searches of clothing and vehicles authorised by the employer. The searches will be conducted by the employer and will be accompanied

organisation. All such personal searches will be conducted in a private room.

**1.3** An employee who unreasonably fails to cooperate with disciplinary proceedings.

**1.4** Anyone found in unauthorised possession of property belonging to a third party will be immediately suspended on full pay until the property is returned to the organisation.

**1.5** If after further investigation by the organisation an employee fails to have a reasonable explanation for the unauthorised possession of organisation property or property belonging to a third party, the employee will be disciplined. In serious or persistent cases, the employee may be dismissed.

**1.6** The organisation also reserves the right to suspend an employee on full pay in the event of unauthorised possession of organisation property or property belonging to a third party.

## **1. Alternative Work / Second Job**

**1.1** As an employee you are not permitted to undertake another job during your employment without the prior written permission of the Personnel / HR department.

**1.2** If you wish to undertake another job during your employment, you must obtain the prior written permission of the Personnel / HR department.

**1.3** Undertaking another job during your employment without the prior written permission of the Personnel / HR department is a fundamental breach of your employment contract.

**1.4** Undertaking another job during your employment without the prior written permission of the Personnel / HR department is an offence if the prior written permission has not been sought.

**1.5** When considering a request to undertake another job during your employment, the Personnel / HR department will consider the following factors:

1.5.1 Does the job compete directly with the organisation's existing business?

1.5.2 Is there a conflict of interest?

1.5.3 Will the job affect the employment of other employees in the organisation?

## **1. Intellectual Property Rights**

**1.1** Where the employee creates or develops any work product which may be of benefit, to the employer, the employee shall immediately in writing and such rights shall vest in the employer so far as the law allows. The employee shall insert into all documents and do whatever is necessary to protect the rights for the employer. The employee shall

**1.2** "Intellectual Property Rights" shall include but not be limited to registered and unregistered designs, patents, trademarks, and other intellectual property rights that require registration of the same, confidential information, and in each case registered or unregistered

## **1. Corporate Entertainment**

**1.1** As an employee you must inform your supervisor of any offers of entertainment or hospitality received during the course of your employment.

**1.2** The Personnel / HR department must be notified 14 days before you attend such event. The company may offer an invitation to a third party.

**1.3** All offers of entertainment or hospitality received by you must be reasonable and necessary for the company. The Personnel / HR department will review all offers.

**1.4** The following types of entertainment are prohibited from being offered or being accepted:

1.4.1 Adult entertainment, including but not limited to, of a sexually explicit nature.

1.4.2 Casinos, whether for gambling or entertainment.

1.4.3 Any form of entertainment that is illegal in the jurisdiction in which it takes place. This includes countries where it is prohibited for employees to accept such entertainment.

**1.5** An employee may use their own funds for entertainment expenses. If a credit card is used, the employee shall

obtained through either the Personnel department. Alternatively, employees' pockets may present valid VAT receipts to be reimbursed. The Accounts department will pay cash for small amounts. Larger amounts should be submitted at the end of the month with their sales receipts.

**1.6** A breach of these rules may lead to serious cases, include summary dismissal.

## **1. Gifts and Benefits**

**1.1** As an employee you are not entitled to accept any benefits or gifts of a significant value from any organisation or contractors or suppliers. You may accept benefits or gifts of a relatively low value from the same third party.

**1.2** Any benefits or gifts received must be notified immediately in writing to the Personnel / HR department.

**1.3** The Personnel / HR department will advise you if any such benefits or gifts can be accepted (subject to any restrictions accepted).

**1.4** If the Personnel / HR department has not accepted the employee must complete a declaration if the gift has already been accepted. If not, the employee must take reasonable steps to return it.

**1.5** An employee should not accept any inducement for preferential treatment where a gift is of a low value and value of the inducement.

**1.6** A breach of these rules may lead to serious cases, include summary dismissal.

## **GRIEVANCE AND DISCIPLINARY**

This policy document applies to you *and address]*, the "Organisation" and you may be asked to work at from time to time.

### **GRIEVANCE PROCEDURE**

#### **1. Purpose and Scope**

**1.1** An "open door" policy is operating concerning an employee's terms and conditions. Employees are encouraged to discuss on an informal basis with their immediate supervisor. The decision of any interview is a risk of personal danger or a criminal offence.

**1.2** Decisions about what to do can be made (if appropriate). If this is not possible, informal action inappropriate then formal action is available to employees.

**1.3** In the event that the grievance is not satisfied with the decision taken by the department they may request in writing a meeting.

**1.4** The employee must set out his/her concerns to their department head prior to the meeting. Reasonable steps to attend the meeting will be taken.

**1.5** This meeting will normally be held within [7-21] working days of the request. The complainant will be accompanied by a work colleague.

**1.6** The complainant will be given an opportunity to ask queries and agree with the department head. The complainant will be supported during the investigation proceedings. The department head will meet with the complainant and these will be recorded [person to receive notes].

**1.7** *[Insert name of person to receive complaint]* formal complaint has been made a investigation will decide whether le contacted. All parties will be remind confidentiality.

**1.8** *[Insert name of person to receive complaint]* appoint an appropriate member of specify the time scale for the inves investigation report must be prepara appropriate information regarding investigation report *[Insert name of person to receive complaint]* determine if a disciplinary hearing

**1.9** The complainant will be inform or her complaint shortly after the informed of the right to appeal the

**1.10** In the event that the grievan still not satisfied with the outcome *who will hear appeal* within *[Insert name of person to receive complaint]* A meeting will normally be arrange working days of the request and th accompanied by a work colleague. The employer will inform the comp meeting.

## **DISCIPLINARY PROCEDURE**

### **2. Purpose and Scope**

**2.1** The employer's policy and pro employees. It is intended to set ou event of the employee's failure to including conduct which the emplo breaches of the terms and conditio employment.

**2.2** The employer's aim is to enco The employer may commence the employee's conduct deems it nece taken until the matter has been fu

**2.3** At every stage employees will made against them and to state th

accompanied by a work colleague at disciplinary proceedings.

**2.4** The employer will set out in writing the characteristics or other circumstances which may lead to disciplinary action against the employee.

**2.5** Employees also have the right to appeal against disciplinary action as set out below.

### **3. The Procedure**

**3.1** Investigation - all disciplinary proceedings will be conducted by *[Insert name of first person to investigate]* in response to a complaint and if necessary take into account the views of witnesses.

**3.2** The employee will be invited to attend a meeting as far as possible by *[Insert name of first person to investigate]*.

**3.3** The employee must take all reasonable steps to attend the meeting the employee will be invited to attend in Clause 2.4.

**3.4** The employee will be told why they are being investigated and is entitled to state his or her case. If *[Insert name of first person to investigate]* considers that it is not appropriate to proceed with the *[complaint]* the matter will be discussed in an informal manner, with the employee. If disciplinary action will be taken.

**3.5** If following investigation *[Insert name of first person to investigate]* considers it appropriate to proceed with the *[complaint]* the employee will be informed and will be given an opportunity to appeal the complaint against them. The employee will be given an opportunity to appeal against the decision.

**3.6** The following formal disciplinary procedure will be used depending on the seriousness of the offence the procedure may include summary dismissal.

**3.7** Oral Warning - if it has been found that the employee has committed a minor offence they will be given an oral warning. If the employee's conduct may result in further disciplinary action, the employee will be invited to attend a formal stage of the disciplinary procedure.

their personnel file. A note of the violation will be placed in the employee's personnel file, but will be removed after *[Insert time period, e.g. 3 months]* if the employee's conduct is satisfactory. However the employer may rescind the whole of the employee's disciplinary sanction. Minor offences should be dealt with in accordance with the following:

- a. poor job performance or substandard work
- b. minor breaches of the terms and conditions of employment
- c. persistent lateness or absence
- d. failure to maintain an acceptable standard of work
- e. poor standard of hygiene.
- f. minor harassment or bullying

In the case of any minor harassment or bullying, the employee may be asked to apologise to his or her colleagues and to be removed from the employer.

**3.8 Written warning** - if the offence continues or is repeated or there is a further offence, the employee will be interviewed and the reasons for the warning to him or her will be explained in full. *Investigation before written warning* - if the employee's conduct does not improve during the period stated, disciplinary action will be taken, with a written warning.

A copy of this warning will be placed in the employee's personnel file. It will be disregarded for disciplinary purposes after *[Insert time period, e.g. 3 months]* months if their conduct is satisfactory. The employer reserves the right to take into account any previous disciplinary record in determining the appropriate action. The warning may be included (but not be restricted to) in the following categories:

- a. negligence resulting in minor damage or loss
- b. horseplay leading to loss, damage or injury
- c. breaches of any health or safety regulations
- d. failure to follow instructions.
- e. breaches of confidence relating to the employer's affairs.

**3.9 Final written warning** - if misconduct continues after a written warning there is further misconduct, the employee will be interviewed and the reasons for the final written warning (nature) within the period stated, the name of person who will investigate the matter. The employer will decide on the action to be taken.

written warning, which will give de  
that he or she will be dismissed if  
copy of this warning will be placed  
disregarded for disciplinary purpos  
*months*] months if their conduct is  
the employer reserves the right to  
employer reserves the right to tak  
disciplinary record in determining

**3.10 Dismissal** - if the employee's  
conduct is still unsatisfactory follow  
employee still fails to reach the re  
be dismissed, but only after consid  
The decision to dismiss will be take  
*who will decide on dismissal*]. If t  
provided as soon as reasonably po  
dismissal. The employer however  
including (but not limited to) trans  
demotion.

#### **4. Gross Misconduct**

**4.1** An employee accused or suspe  
on full pay whilst the employer inv  
will be required to attend a discipli  
*days, e.g. 7-21*] working days of t  
gross misconduct has occurred the  
Gross misconduct includes (but is

**a.** Theft or intended theft from eit  
customers or any of the employer'

**b.** Serious breach of confidentiality  
obtained by the employee in the c

**c.** Rude, offensive or threatening b  
customers or employees.

**d.** Fraud or deliberate falsification

**e.** Fighting, assault or attempted a  
employer's clients customers or er

**f.** Serious harassment or bullying c

**g.** Deliberate or malicious damage

h. Working under the influence of

i. Negligence resulting in serious loss to the employer's clients, customers or employees

j. Discriminatory behaviour due to harassment based upon gender re-assignment or victimisation of the employer or visitor

k. Being charged with and/or convicted of a criminal offence in the opinion of the employer demonstrated to be consistent with the employer.

l. Indecent or immoral behaviour.

m. Unauthorised absence from work.

## 5. Suspension

5.1 If dismissal is being contemplated, the employee will be suspended from work on full pay whilst further investigation is conducted. This suspension will last for no more than 30 days initially, but may be renewed if necessary in the opinion of the employer. Any member of the employment committee may make a decision to suspend an employee.

## 6. Appeals

6.1 If the employee is dissatisfied with the decision, he or she has been unjustly disciplined, or if the employee is at any stage of the formal disciplinary procedure, the employee may *appeal* in writing within *[Insert number of days]* of the dismissal or other disciplinary action.

6.2 *[Insert name of person to hear appeal]* shall hear the appeal within *[Insert number of days, e.g. 7-30]* days of the grounds for appeal.

6.3 The employee will be invited to attend the appeal and all reasonable steps will be taken to ensure that the employee can attend.

6.4 The decision of *[Insert name of person to hear appeal]* shall be final. The form of the appeal will be at the discretion of the employer.

*appeal]* and will depend on the dis  
appeal.

**6.5** At the appeal any disciplinary  
outcome of the appeal will be set o  
possible after the appeal has been  
final.

### **7. Date of Implementation**

This policy is effective from *[Insert*  
that occurred prior to this date.

### **8. Questions**

If you have any questions regardin  
you, please consult *[Insert manag*

### **9. Alteration of this Policy**

These guidelines will be subject to  
be communicated to you by *[Insert*

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## **EXAMPLE DOCUMENT**

### **GRIEVANCE AND DISCIPLINARY**

This policy document applies to you at  
**45 Dover Street, London W2 8F**  
organisation sites that you may be

### **GRIEVANCE PROCEDURE**

#### **1. Purpose and Scope**

**1.1** An "open door" policy is operating concerning an employee's terms and conditions. Employees are encouraged to discuss concerns on an informal basis with their immediate supervisor at a meeting or interview. The decision of any interview is a risk of personal danger or a criminal offence.

**1.2** Decisions about what to do can be made (if appropriate). If this is not possible, informal action inappropriate then formal action is available to employees.

**1.3** In the event that the grievance is not satisfied with the decision taken by the department they may request in writing a meeting.

**1.4** The employee must set out his/her grievance to their department head prior to the meeting. Reasonable steps to attend the meeting will be taken.

**1.5** This meeting will normally be held at the request and the employee will be accompanied by a colleague of their choice or trade union representative.

**1.6** The complainant will be given the opportunity to ask queries and agree with the department. The complainant will be supported during the investigation.

proceedings. The department head will meet with the complainant and these will be held in the presence of the **HR Manager**.

**1.7 Deborah Reynolds** will notify the complainant if a grievance has been made against them and before a meeting is held to decide whether legal advice should be sought. The complainant will be reminded of the requirements of the grievance procedure.

**1.8 Deborah Reynolds** will investigate the grievance and appoint an appropriate member of staff to investigate. The HR Manager will decide the scale for the investigation and the HR Manager will ensure that all parties be prepared and ensure that all parties are satisfied with the outcome regarding the investigation. On the day of the meeting **Deborah Reynolds** will then determine if a grievance has been established.

**1.9** The complainant will be informed of the outcome of their grievance or her complaint shortly after the meeting. The complainant will be informed of the right to appeal the outcome of the grievance procedure.

**1.10** In the event that the grievance is not resolved to the satisfaction of the complainant, the complainant will be invited to a meeting with the **HR Manager** within **fourteen** working days of the meeting. The meeting will be arranged within **fourteen** working days of the meeting. The complainant will be entitled to be accompanied by a representative of their choice, which may be a union representative. The employee will be notified of the meeting shortly after the meeting.

## **DISCIPLINARY PROCEDURE**

### **2. Purpose and Scope**

**2.1** The employer's policy and procedure for the discipline of employees. It is intended to set out the procedure for the event of the employee's failure to comply with the terms and conditions of employment, including conduct which the employer deems to be a breach of the terms and conditions of employment.

**2.2** The employer's aim is to encourage and support employees to meet the requirements of the terms and conditions of employment. The employer may commence the disciplinary procedure if the employee's conduct deems it necessary. The disciplinary procedure will not be taken until the matter has been fully investigated.

**2.3** At every stage employees will be given the opportunity to be heard and to state their case.

accompanied by a work colleague at disciplinary proceedings.

**2.4** The employer will set out in writing the characteristics or other circumstances which may lead to disciplinary action against the employee.

**2.5** Employees also have the right to appeal against disciplinary action as set out below.

### **3. The Procedure**

**3.1** Investigation - all disciplinary cases will be investigated by **Deborah Reynolds** who will investigate and take into account the statements of any witnesses.

**3.2** The employee will be invited to attend a meeting as far as possible by **Deborah Reynolds**.

**3.3** The employee must take all reasonable steps to attend the meeting. If the employee fails to attend the meeting the employee will be deemed to have accepted the findings in Clause 2.4.

**3.4** The employee will be told why they are being disciplined and is entitled to state his or her case. If necessary to resort to the formal warning procedure discussed with the employee in private. The employer suggesting areas for improvement which may be taken.

**3.5** If following investigation **Deborah Reynolds** decides to invoke the formal warning procedure the employee will be given every opportunity to comment. The employee will also be informed of the consequences of the warning.

**3.6** The following formal disciplinary procedure will be used depending on the seriousness of the offence the procedure may include summary dismissal.

**3.7** Oral Warning - if it has been found that the employee has committed a minor offence they will be given an oral warning. If the employee's conduct may result in further disciplinary action or summary dismissal. The employee will be informed of the formal stage of the disciplinary procedure. A note of the warning will be placed in their personnel file. A note of the warning will also be placed in the employee's personnel file, but will not be used as evidence in any future disciplinary proceedings.

after **three** months if their conduct  
reserves the right to take into account  
record in determining the appropriate  
to include (but not be restricted to)

- a. poor job performance or sub
- b. minor breaches of the terms
- c. persistent lateness or absent
- d. failure to maintain an accept
- e. poor standard of hygiene.
- f. minor harassment or bullying

In the case of any minor harassme  
be asked to apologise to his or her  
from the employer.

**3.8** Written warning - if the offend  
continues or is repeated or there is  
employee will be interviewed and t  
him or her will be explained in full.  
justified, the employee will be give  
performance or conduct does not i  
warning further disciplinary action  
dismissal.

A copy of this warning will be place  
be disregarded for disciplinary pur  
satisfactory. However the employ  
whole of the employee's disciplinar  
sanction. Serious offences shall be  
the following:

- a. negligence resulting in minor
- b. horseplay leading to loss, da
- c. breaches of any health or sa
- d. failure to follow instructions.
- e. breaches of confidence relat  
affairs.

**3.9** Final written warning - if misce  
written warning there is further mi  
nature) within the period stated, t  
**Thompson** who will decide on the  
given a final written warning, whic  
be warned that he or she will be d  
improvement. A copy of this warn  
personnel file, but will be disregar

months if their conduct is satisfactory. The employer reserves the right to increase the period if the employee's conduct is still unsatisfactory. The employer reserves the right to take into account the employee's previous record in determining the appropriate period.

**3.10 Dismissal** - if the employee's conduct is still unsatisfactory following the period specified above and the employee still fails to reach the required standard, the employee may be dismissed, but only after consideration has been given to other options. The decision to dismiss will be taken by the **HR Director**. If the employee is dismissed, the employer will, as far as reasonably possible with written notice, offer the employee an alternative position (not limited to) transfer or relocation.

#### **4. Gross Misconduct**

**4.1** An employee accused or suspected of gross misconduct will be suspended on full pay whilst the employer investigates. The employee will be required to attend a disciplinary hearing within 10 working days of the offence. If the employee is found guilty of gross misconduct, the result will be summarised in writing. The disciplinary procedure includes (but is not restricted to):

- a.** Theft or intended theft from either the employer or its customers or any of the employer's assets.
- b.** Serious breach of confidentiality or disclosure of confidential information obtained by the employee in the course of their employment.
- c.** Rude, offensive or threatening behaviour towards the employer's customers or employees.
- d.** Fraud or deliberate falsification of records.
- e.** Fighting, assault or attempted assault on the employer's clients, customers or employees.
- f.** Serious harassment or bullying of the employer's clients, customers or employees.
- g.** Deliberate or malicious damage to the employer's property.
- h.** Working under the influence of alcohol or drugs.
- i.** Negligence resulting in serious loss or damage to the employer's clients, customers or employees.

**j.** Discriminatory behaviour due to being based upon gender re-assignment or customer of the employer or vice versa.

**k.** Being charged with and/or convicted of a criminal offence in the opinion of the employer demonstrated by the employer.

**l.** Indecent or immoral behaviour.

**m.** Unauthorised absence from work.

## **5. Suspension**

**5.1** If dismissal is being contemplated, the employee will be suspended from work on full pay whilst further investigation is carried out. This suspension will last for no more than 30 days and will not be renewed or extended at the discretion of the employer's senior management management unless the employee agrees.

## **6. Appeals**

**6.1** If the employee is dissatisfied with the decision made at any stage of the formal disciplinary procedure, they may appeal within **twenty-one** working days of the date the employee complained of.

**6.2 Peter Jones** will hear all appeals and will receive the employee's grounds for appeal.

**6.3** The employee will be invited to attend the appeal and will be given all reasonable steps to attend.

**6.4** The decision of **Peter Jones** will be final and will be made at the discretion of **Peter Jones** and will not be subject to appeal that is the subject of the appeal.

**6.5** At the appeal any disciplinary action taken as a result of the appeal will be set out in writing and will be issued after the appeal has been held. An appeal will be held within 14 days of the date the employee complained of.

## 7. Date of Implementation

This policy is effective from **8<sup>th</sup> Nov** 2018. It applies to all actions that occurred prior to this date.

## 8. Questions

If you have any questions regarding this policy, please consult **Deborah Reynolds**.

## 9. Alteration of this Policy

These guidelines will be subject to change. Any changes will be communicated to you by **Deborah Reynolds**.

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