

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made on the
year]

BETWEEN:

[Insert employer name], the "emp

AND

[Insert employee's name], the "en

WHEREBY IT IS AGREED as follows

1. Interpretation

Unless the context otherwise admi
all other genders and words impor
vice versa.

2. Period of Service

The employee's period of service o
month] [insert year]. No employm
part of the period of continuous se

3. Job Title and Description

The employee will be employed by
employee's job title]. The employe
the following, *[Insert a full descrip*
These duties may change and dev
reserves the right, upon giving rea
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*].

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 or 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 overpayments, advances and holiday pay pro rata allowance.

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, including 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 entitlement 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 o *name of person to be informed]* of

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 the amount of any statutory sick pay to which they are entitled under the Social Security Contributions Act 1992 (as amended)

OR

During such absence the employee shall be entitled to the amount of their normal single year pay contractual sick pay for the period of absence, e.g. specify a period from one week to twelve weeks

OR

During such absence the employee shall be entitled to the amount of their normal single year pay contractual sick pay less the amount of any sickness benefit to which they may be entitled, e.g. specify a period from one week to twelve weeks

12.4 For the purposes of calculation the normal single year pay contractual sick pay will be *[Insert normal workplace weekly pay]*

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 of appointment. A doctor's certificate is in force in respect of the period of absence.

OR

This employment carries pension rights under a pension scheme, details of which can be found within the certificate of appointment.

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 the termination of his employment 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 for the corporation during that time without the prior consent of the employer.

15. Restrictive Covenants

15.1 The employee shall not during or after his employment has terminated use or disclose to any person without the prior consent of the employer any confidential or proprietary data concerning the employer or any of the employer's business, in whole or in part, by reason of his employment.

a) Confidential information or trade secrets shall be limited to: Technical, commercial, financial and promotional information.

b) Proprietary data shall consist of customer lists, pricing data, sources of supply, marketing and merchandising systems and plans.

15.2 The employee shall not during or after his employment without the previous consent of the employer engage in, directly or indirectly as an employee, partner, proprietor or practise of a *[Insert type of employment]* or any employment related to such business.

15.3 The employee shall not on his own behalf or on behalf of any other persons for the period of *[Insert time period, e.g. one week and twelve months]* following the termination of his employment hereunder:

a) Practise as or do the work of a *[Insert type of employment]* or *[Insert type of employment]* in any place within the United Kingdom or any of the employer's offices.

b) Offer employment or seek to enter into employment with any person other than the employer or any of the employer's offices.

c) Solicit within England instructions from any person who are or were a client of the corporation who are or were a client of the corporation *[Insert time period, e.g. six months]* following the termination of his employment by the employer.

15.4 The employee shall not for a period of *[Insert time period, e.g. one week and twelve months]* following the termination of his employment in whatsoever arising, enter in to part

for provision of services as a *[Insert Representative]* with any person within *[Insert months]* prior to such termination

15.5 Reference to clients in this clause shall not include any employee or any company wholly or partly owned by the employee who was a personal friend of the employee at the time of the employment hereunder or any company controlled by such a personal friend

15.6 The employee acknowledges that the termination of this Agreement is likely to cause loss of income and the employer shall be entitled to a deduction from any other available remuneration in addition to any other available remuneration

16. Grievance Procedure

The grievance procedure is as set out in the attached document which will be supplied to the employee

17. Disciplinary Procedure

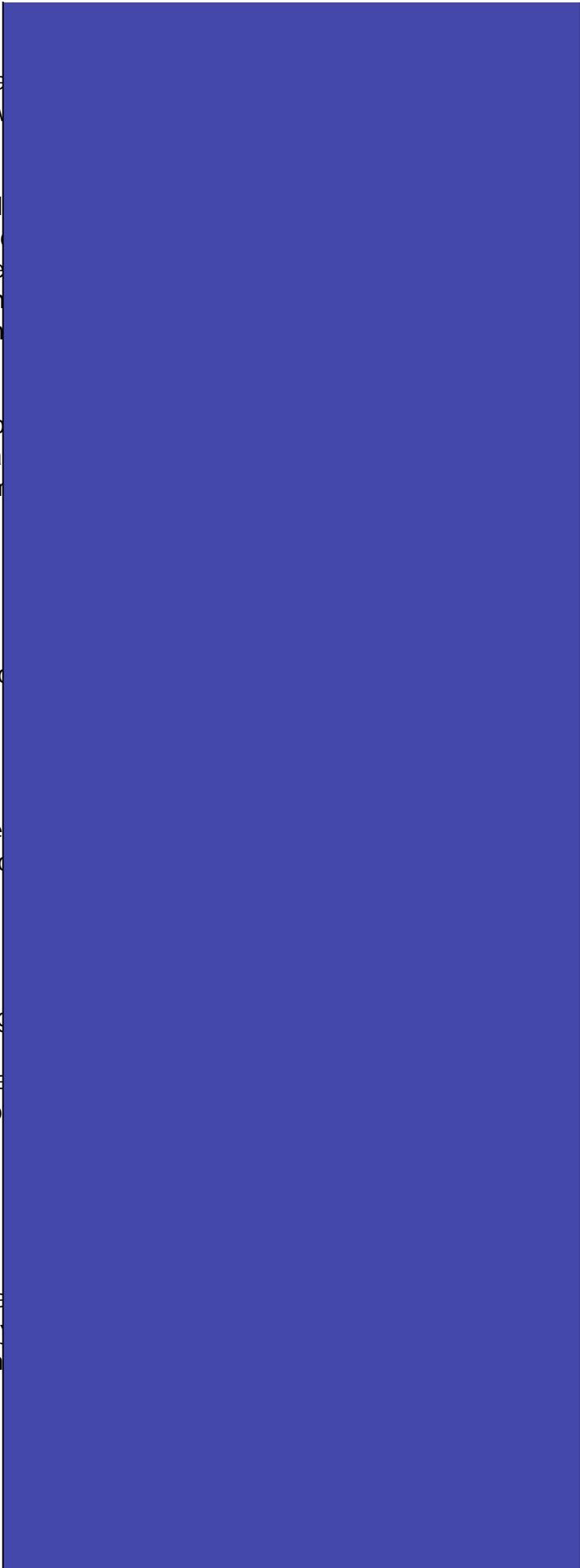
The disciplinary procedure is as set out in the attached document which will be supplied to the employee

18. Severability

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

19. 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



20. Jurisdiction

This Agreement shall be construed and shall be subject to the exclusive jurisdiction of the courts of the State of New South Wales.

21. 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:

[Insert normal workplace working week]

Employee's Hours of Work:

[Insert below normal hours of work]

Monday:

Tuesday:

Wednesday:

Thursday:

Friday:

Saturday:

Sunday:

Employee's Hours of Lunch or Break:

[Insert below normal times of lunch or break]

Monday:

Tuesday:

Wednesday:

Thursday:

Friday:

Saturday:

Sunday:

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 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 Public Employment Act of 1996 and reflects the employer's current policies and procedures.

Grievance Procedure:

The grievance procedure is set out in the attached document which will be provided to the employee on request.

Disciplinary Rules & Procedure:

The disciplinary rules and procedures are set out in the attached document which will be provided to the employee on request.

Appeals Procedure:

The appeals procedure is set out in the attached document which will be provided to the employee on request.

Pension:

[Select one of the following statements]

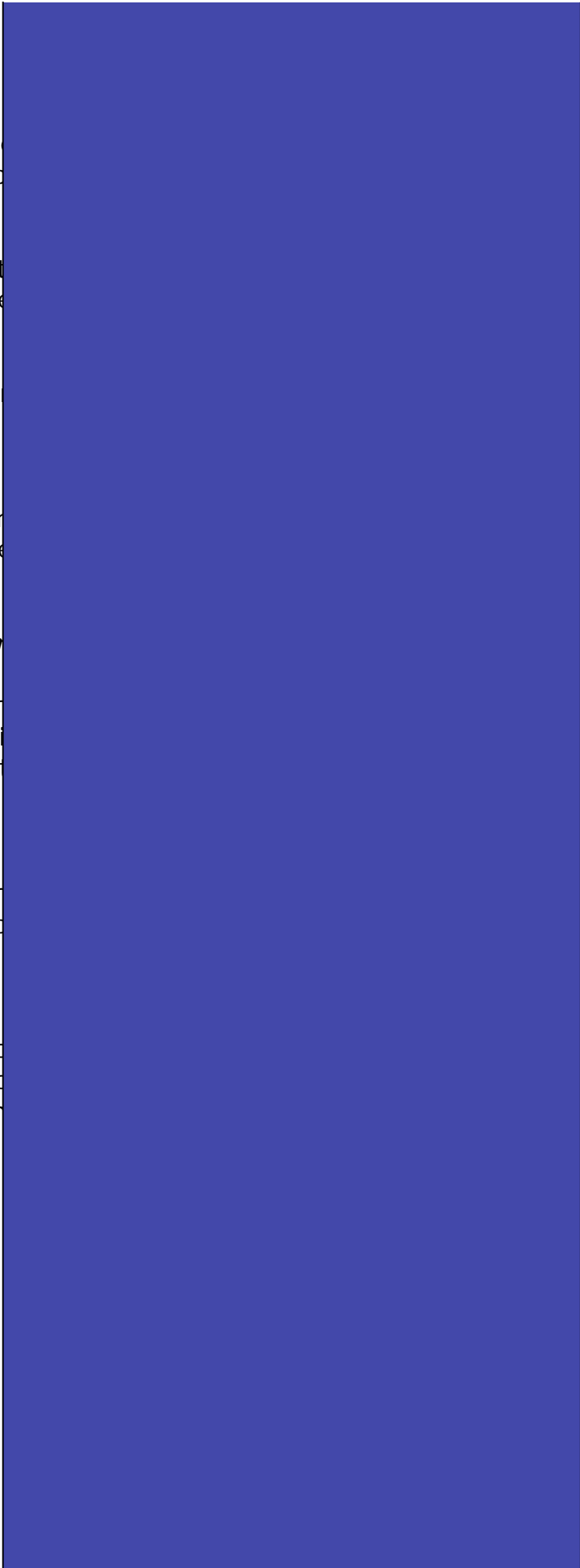
This employment carries pension rights under a defined contribution pension scheme, details of which can be found within the attached document. A pension certificate is in force in respect of this employment.

OR

This employment carries pension rights under a defined benefit pension scheme, details of which can be found within the attached document. A pension certificate is in force in respect of this employment.

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):

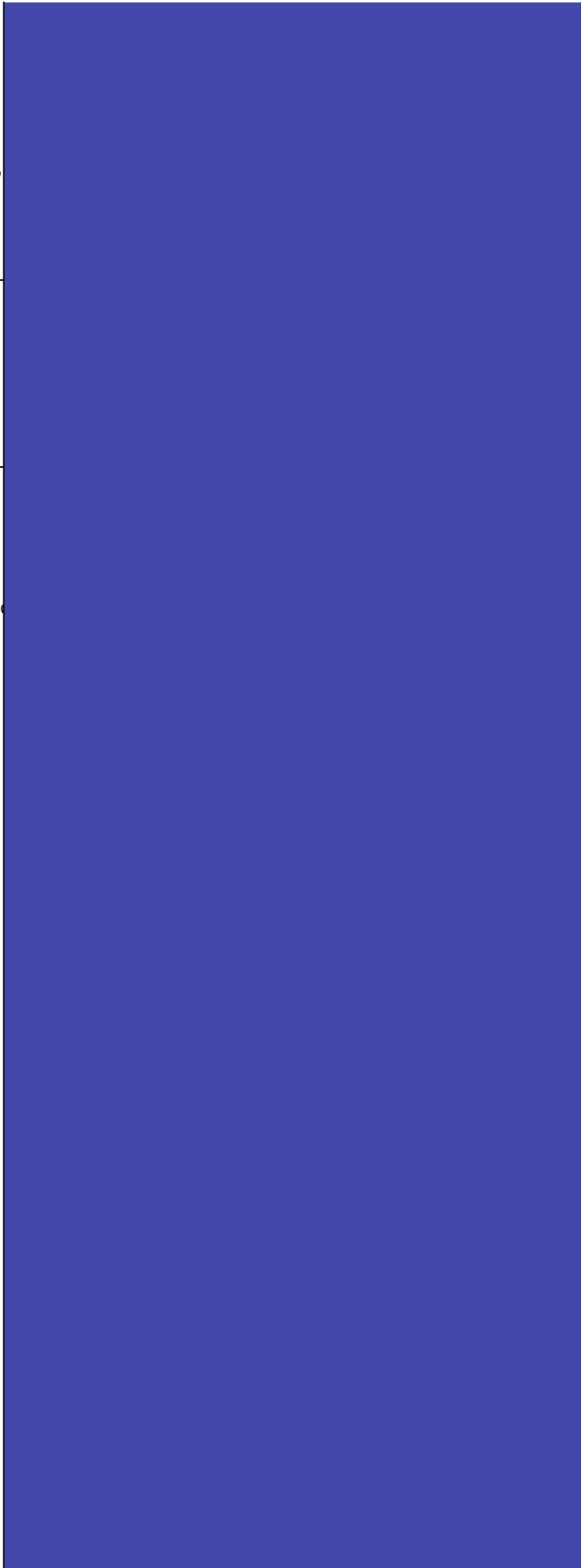
[Insert employer name]
[Insert name of person signing on]
[Insert their position]

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 his 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, the cost of 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 deduct from the employee's salary overpayments, advances and holiday pay for the period of his employment pro rata allowance.

10. Expenses

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

11. Holidays

11.1 The holiday year shall run from the first day of the month of January to the last day of the month of December.

The employee shall be entitled every year to a period of holiday pay.

11.2 Twenty-five days holiday pay shall be agreed between the employer and the employee at the time of his being taken.

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

11.4 Holidays are to be taken at the discretion of the employer. The employee may not carry over any unused holiday to the subsequent year or receive payment in lieu of holiday unless agreed in writing with the employer.

11.5 The employer may at its discretion require the employee to take any outstanding holiday entitlement if necessary to affect a smooth handover or to finish a project. In exceptional circumstances will be entitled to payment in lieu of holiday entitlement.

11.6 On termination of the employment contract, the employer will make a pro-rata payment in lieu of any unused holiday. The employer reserves the right to deduct payment for holiday entitlement from the final payment of salary in accordance with clause 9.6.

12. Sickness and Disability

12.1 If and whenever the employee is absent from performing his duties (absence) he must provide a certificate from his employment obtain a doctor's certificate if absent for more than 7 days.

12.2 The employee or someone on their behalf must notify the employer of the reason for their absence not later than **11am** on the same day as the absence.

12.3 During such absence the employee will be paid at the rate of his normal pay. The employer will for any single period of six months.

12.4 For the purposes of calculation of normal pay will be **Monday to Friday**.

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

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 (as 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 notice in lieu thereof.

14.5 If the employer requires the employee to work at a different workplace during the employee's notice period, the employee to comply with any conditions laid down by the employer; they will not be permitted to work for any other corporation during that time without the employer's written consent.

15. Restrictive Covenants

15.1 The employee shall not during or after his employment has terminated use or disclose confidential information or proprietary data concerning the employer or any of the employer's clients without the prior consent of the employer by reason of his employment.

a) Confidential information or trade secrets shall be limited to: Technical, commercial, financial and promotional information.

b) Proprietary data shall consist of customer lists, pricing data, sources of supply, marketing and merchandising systems and plans.

15.2 The employee shall not during or after his previous consent of the employer or practice directly or indirectly as an employee or practise of a **Sales Executive** of the business or practise.

15.3 The employee shall not on his own or with any other persons for the period of 12 months after termination of his employment hereunder

a) Practise as or do the work of a Sales Executive within 50 miles of any of the employer's offices

b) Offer employment or seek to enter into employment from the employment of the employer

c) Solicit within England instructional equipment corporation who are or were a client of the employer **months** prior to the termination of his employment by the employer.

15.4 The employee shall not for a period of 12 months after termination of his employment, his employment or other arrangement enter into employment as a **Executive** with any person who was employed by the employer at the time of termination in the employ of the employer

15.5 Reference to clients in this clause shall include any employee or any company wholly or partly owned by the employer

who was a personal friend of the employee at the time of his employment hereunder or any contract controlled by such a personal friend.

15.6 The employee acknowledges that the termination of this Agreement is likely to cause loss of income. In addition to any other available remedies, the employer shall be entitled to a sum of money in addition to any other available remedies.

16. Grievance Procedure

The grievance procedure is as set forth in the attached which will be supplied to the employee.

17. Disciplinary Procedure

The disciplinary procedure is as set forth in the attached which will be supplied to the employee.

18. Severability

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

19. Prior Agreements

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

20. Jurisdiction

This Agreement shall be construed and enforced in accordance with the law of the State of California and shall be subject to the exclusive jurisdiction of the courts of the State of California.

21. 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:
Monday:
Tuesday: **9am – 3pm**
Wednesday: **9am – 3pm**
Thursday: **9am – 3pm**
Friday:
Saturday:
Sunday:

Employee's Hours of Lunch or Break:
Monday:
Tuesday: **11am – 11.45am**
Wednesday: **11am – 11.45am**
Thursday: **11am – 11.45am**
Friday:
Saturday:
Sunday:

SCHEDULE 2

Name of Employer:
Acme Digital Partners

Address of Employer:
45 Dover Street, London W2 8F

Name of Employee:
John Brown

Address of Employee:
21b Golden Crescent, London E

Dates of Employment:
6th 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
1996 and reflects the employer's c

Grievance Procedure:
The grievance procedure is set out
provided to the employee on requ

Disciplinary Rules & Procedure:
The disciplinary rules and procedu
which will be provided to the empl

Appeals Procedure:
The appeals procedure is set out in
provided to the employee on requ

Pension:

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

SIGNED (for and on behalf of):

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

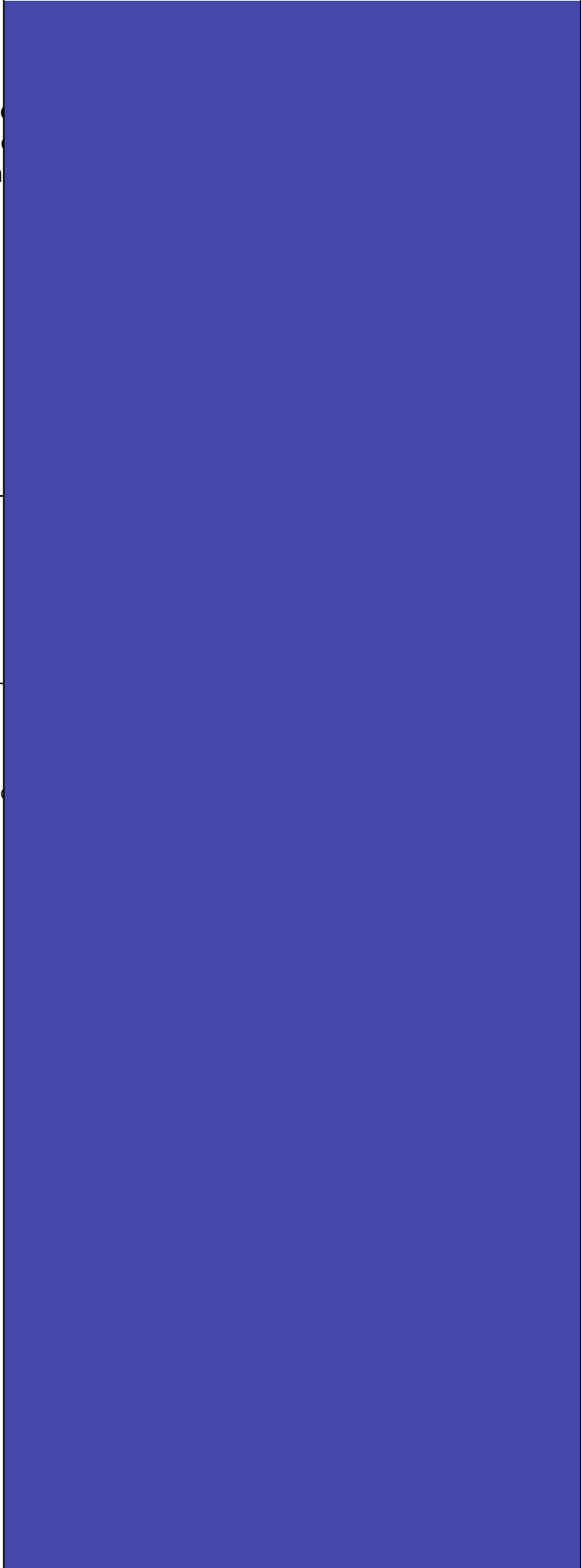
Signature: _____

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 additional to the 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 guidelines regarding your style of haircut. Staff must wear clean shoes, ideally in muted colours appropriate for 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, or a dress, jeans, shorts, leggings or trainers are not acceptable.

1.2 If for any reason you are unable to comply with the code, for example due to religious beliefs, you should contact your manager or the personnel / HR department for advice.

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 laundry.

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 code, for example due to religious beliefs, you should contact your manager or the Personnel / HR department for advice.

1.5 A breach of these rules may re

1. Organisation Protective Clot

1.1 If your particular employment protective clothing or equipment, s gloves, high-visibility jackets or ve Health & Safety Regulations this cl times directed by the organisation

1.2 A breach of Health & Safety R action, which may include summar

1. Relationships within the Wo

1.1 The organisation deems it und department or division within the c relationships. This is particularly th senior than the other and may the environment of the other junior pa

1.2 Where a relationship between division does occur, both parties m Personnel / HR department as soo department will treat all such discl parties within the relationship will transfer of one or both parties to s

1.3 Where re-deployment to anoth either or both parties and if after a situation have failed the organisat notice or payment in lieu of notice within the relationship.

1.4 As long as no other breach of organisation will provide all reason whose employment has been term reference and offering assistance i the organisation.

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 the organisation of any changes to your personal circumstances. The following changes:

1.1.1 Home address or telephone number.

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 how old.

1.1.8 Loss of driving licence or additional licences.

1.1.9 Loss of all professional licences or certificates during your employment.

1.2 Before and after joining the organisation you must provide the details requested by the organisation at the time they were provided. If the organisation requires you to provide the details at a later date, you must provide them. In the case of the organisation reserves the right to require you to provide notice or payment in lieu of notice.

1. Right to Search

1.1 As an employee you agree to allow the organisation to search for items requested by the employer. Such searches may include searches of personal items, including vehicles.

1.2 Personal searches of clothing and personal items are authorised by the employer. The searches will be conducted by the employer and will be accompanied by a representative of the organisation. All such personal searches will be conducted in a private room.

1.3 An employee who unreasonably fails to attend disciplinary proceedings.

1.4 Anyone found in unauthorised possession of property belonging to a third party immediately suspended on full pay by the organisation.

1.5 If after further investigation by the organisation to have a reasonable explanation for the unauthorised possession of organisation property or property belonging to a third party, the employee is disciplined. In serious or persistent cases.

1.6 The organisation also reserves the right to discipline an employee for 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.

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

1.3 Undertaking another job during your employment is a fundamental breach of your employment contract.

1.4 Undertaking another job during your employment is an offence if the prior written permission of the Personnel / HR department has not been sought.

1.5 When considering a request to undertake another job the Personnel / HR department will consider the following factors:

1.5.1 Does the job compete directly with the 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 assign into all documents and do whatever is necessary to protect the rights for the employer. The employee shall

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

1. Corporate Entertainment

1.1 As an employee you must inform the Personnel / HR department of any offers of entertainment or hospitality received or offered during the course of your employment.

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

1.3 All offers of entertainment or hospitality received or offered by you must be reasonable and necessary for the business. The Personnel / HR department will advise you if an offer is not reasonable and necessary.

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

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

1.4.2 Casinos, whether for gambling or entertainment.

1.4.3 Any form of entertainment that is prohibited by the jurisdiction in which it takes place or by the laws of the countries where it is prohibited for any reason.

1.5 An employee may use their own funds to pay for entertainment expenses. If a credit card is used, the card must be obtained through either the Personnel / HR department or the employee's own funds.

department. Alternatively, employ
pockets may present valid VAT rec
be reimbursed. The Accounts depa
cash for small amounts. Larger am
the end of the month with their sa

1.6 A breach of these rules may le
serious cases, include summary di

1. Gifts and Benefits

1.1 As an employee you are not e
of any benefits or gifts of a signific
organisation or contractors or supp
benefits or gifts of a relatively low
same third party.

1.2 Any benefits or gifts received
must be notified immediately in wr

1.3 The Personnel / HR departmen
any such benefits or gifts can be a
accepted).

1.4 If the Personnel / HR departm
accepted the employee must com
or gift has already been accepted
reasonable steps to return it.

1.5 An employee should not accep
inducement for preferential treatm
where a gift is of a low value and v
inducement.

1.6 A breach of these rules may le
serious cases, include summary di

GRIEVANCE AND DISCIPLINARY

This policy document applies to you *and address*], the "Organisation" and 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

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

1.3 In the event that the grievance is not satisfied with the decision taken by them 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

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

1.6 The complainant will be given the 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 by *person to receive notes*].

1.7 [Insert name of person to receive notes] A formal complaint has been made a

investigation will decide whether to be contacted. All parties will be reminded of confidentiality.

1.8 *[Insert name of person to receive report]* will be appointed to investigate and to appoint an appropriate member of staff to assist. *[Insert name of person to receive report]* will specify the time scale for the investigation. The investigation report must be prepared within the specified time scale. *[Insert name of person to receive report]* will provide appropriate information regarding the investigation report *[Insert name of person to receive report]* will determine if a disciplinary hearing is required.

1.9 The complainant will be informed of the outcome of her complaint shortly after the investigation. The complainant will be informed of the right to appeal the outcome.

1.10 In the event that the grievance is still not satisfied with the outcome, the grievance will be referred to *who will hear appeal* within *[Insert name of person to receive report]*. A meeting will normally be arranged within 10 working days of the request and the complainant will be accompanied by a work colleague. The employer will inform the complainant of the date of the meeting.

DISCIPLINARY PROCEDURE

2. Purpose and Scope

2.1 The employer's policy and procedure apply to all employees. It is intended to set out the consequences in the event of the employee's failure to comply with the terms and conditions of employment, including conduct which the employer deems to be breaches of the terms and conditions of employment.

2.2 The employer's aim is to encourage good conduct. The employer may commence disciplinary proceedings if the employer's conduct deems it necessary. Disciplinary proceedings 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. Employees will be 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 any disciplinary action as set out below.

3. The Procedure

3.1 Investigation - all disciplinary proceedings will be initiated by *[Insert name of first person to investigate]* on receipt of a complaint and if necessary take interviews with 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 a 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 actions will be taken depending on the seriousness of the offence the procedure will be followed including 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 a written warning will be issued. The employee will be informed of the formal stage of the disciplinary procedure and the warning will be placed in their personnel file. A note of the warning will be placed in the employee's personnel file, but will be removed after *[Insert time period, e.g. 3 months]*.

satisfactory. However the employer may impose the whole of the employee's disciplinary sanction. Minor offences should be the following:

- 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. *investigate before written warning* employee will be given a formal w or conduct does not improve durin disciplinary action will be taken, w

A copy of this warning will be plac be disregarded for disciplinary pur *months]* months if their conduct is reserves the right to take into acco record in determining the appropri to include (but not be restricted to

- 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 relati

3.9 Final written warning - if misc written warning there is further mi nature) within the period stated, t *name of person who will investiga* will decide on the action to be take 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 o

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 in breach of the contract with the employer.

l. Indecent or immoral behaviour.

m. Unauthorised absence from work.

5. Suspension

5.1 If dismissal is being contemplated, the employee shall be placed on work on full pay whilst further investigation is carried out. 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 tribunal 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]* of the grounds for appeal.

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

6.4 The decision of *[Insert name of person to hear appeal]* in the form of the appeal will be at the discretion of the *[Insert name of person to hear appeal]* and will depend on the grounds for appeal.

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

7. Date of Implementation

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

8. Questions

If you have any questions regarding you, please consult *[Insert manager name]*

9. Alteration of this Policy

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

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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 operational concerning an employee's terms and conditions. Employees are encouraged to discuss concerns on an informal basis with their immediate supervisor at an 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.

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 and proceedings. The department head will meet with the complainant and these will be recorded by the **Manager**.

1.7 Deborah Reynolds will notify
been made against them and before
decide whether legal advice should
will be reminded of the requirements

1.8 Deborah Reynolds will invest
appropriate member of staff to investigate
scale for the investigation and the
be prepared and ensure that all papers
regarding the investigation. On the
Reynolds will then determine if a

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

1.10 In the event that the grievance
still not satisfied with the outcome
HR Manager within **fourteen** working
arranged within **fourteen** working
be entitled to be accompanied by a
union representative. The employee
shortly after the meeting.

DISCIPLINARY PROCEDURE

2. Purpose and Scope

2.1 The employer's policy and procedure
employees. It is intended to set out
event of the employee's failure to
including conduct which the employer
breaches of the terms and conditions
employment.

2.2 The employer's aim is to encourage
The employer may commence the
employee's conduct deems it necessary
taken until the matter has been fully

2.3 At every stage employees will
made against them and to state that
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 any disciplinary action as set out below.

3. The Procedure

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

3.2 The employee will be invited to attend a meeting if 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 are entitled to state his or her case. If it is necessary to resort to the formal warning procedure discussed with the employee in private, the employer will suggest areas for improvement to 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 procedure.

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 informed of the formal stage of the disciplinary procedure. A note of the warning will be placed in the employee's personnel file, but will be removed after **three** months if their conduct improves. The employer reserves the right to take into account any previous warnings.

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
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 plac
be disregarded for disciplinary pur
satisfactory. However the employ
whole of the employee's disciplin
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 misco
written warning there is further mi
nature) within the period stated, th
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 satisfact
employer reserves the right to incr

reserves the right to take into account the employee's disciplinary record in determining the appropriate action.

3.10 Dismissal - if the employee's conduct is still unsatisfactory following a final written warning and the employee still fails to reach the required standard of performance, 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 act as reasonably possible with written notice. The employer however may consider alternative options (not limited to) transfer or relocation.

4. Gross Misconduct

4.1 An employee accused or suspected of gross misconduct will be required to attend a disciplinary hearing on full pay whilst the employer investigates. The employee will be required to attend a disciplinary hearing within 5 working days of the offence. If the employee is found guilty of gross misconduct, the result will be summarised in writing. The summary 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 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 re-assignment based upon gender re-assignment or customer of the employer or visitor.

k. Being charged with and/or convicted of a criminal offence in the opinion of the employer demonstrated by the employee's conduct 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 placed on full pay whilst further investigation is conducted. 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 member or employee.

6. Appeals

6.1 If the employee is dissatisfied with a disciplinary 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 within **twenty-one** working days of the date of the decision complained of.

6.2 Peter Jones will hear all appeals. The employee will be invited to receive the employee's grounds for appeal.

6.3 The employee will be invited to attend the appeal at all reasonable steps to attend.

6.4 The decision of **Peter Jones** will be final. The decision is at the discretion of **Peter Jones** and will be based on the facts that is the subject of the appeal.

6.5 At the appeal any disciplinary action will be set out in writing. The decision of the appeal will be set out in writing after the appeal has been held. An appeal will be held within 14 days of the date of the decision.

7. Date of Implementation

This policy is effective from **8th Nov** 2017. It applies to all actions that occurred prior to this date.

8. Questions

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

9. Alteration of this Policy

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

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