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## **CONTRACT OF EMPLOYMENT – FIXED TERM**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

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

AND

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

WHEREBY IT IS AGREED as follows:

### **1. Interpretation**

Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

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

Subject to the other provisions of this Agreement, the employee's period of service is for a fixed term starting on *[Insert date]* and ending on *[Insert date]* (the "Expiry Date") and shall continue thereafter unless or until terminated by either party giving the other not less than the required notice period in writing, expiring on or after the "Expiry Date". No employment with a previous employer shall count as part of the period of continuous service.

### **3. Job Title and Description**

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

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

The employee shall work at the employer's offices at *[Insert workplace address]* and at such other places as the satisfactory discharge of his duties shall require and shall if required, temporarily assist at any other office held by the employer now or in the future.

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

The employee's normal hours of work and the time allowed for lunch or break periods shall be as per Schedule 1. In addition the employee shall on reasonable prior request by the employer be required to work such hours outside his normal working hours, as the employer considers necessary to meet the needs of the business with no entitlement to additional payment unless otherwise agreed. For the avoidance of doubt, the employee shall not be required to work in excess of the working week as set out in the Working Time Regulations 1998 (as amended), unless agreed in writing that this limit should not apply.

### **6. Probationary Period**

The employee shall work for a trial period of *[Insert length of trial period, e.g. one month]* and this shall be the probationary period. The employment may be terminated by the employee or employer on *[Insert amount of notice, e.g. one week]* notice in writing at any time during or at the immediate end of the probationary period or by payment in lieu of notice. If the employer deems it appropriate this probationary period may be extended by giving notice to the employee in writing.

### **7. Salary**

**7.1** The employer shall pay the employee a gross salary of *[Insert amount in words and numbers, e.g. £20,000, Twenty Thousand Pounds]* per year paid *[Specify - weekly in arrears/monthly in arrears]* on *[Specify day of the week or day in the month, e.g. Friday of every week/on the 15th day of every month]* and subject to review according to a satisfactory assessment as set out in clause 8 below. There is however no contractual entitlement to any increase in the employee's basic salary. Any changes to salary will be notified to the employee in writing.

**7.2** An itemised pay statement of the employee's earnings and deductions will be given at the time of payment.

## **8. Assessments**

The employer will assess the employee after the first *[Insert period, e.g. three months]* of his employment and then every *[Insert period, e.g. twelve months]* thereafter.

**Sample document – the remaining are clause headings only  
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## **9. Deductions**

## **10. Expenses**

## **11. Holidays**

## **12. Sickness and Disability**

## **13. Pension**

## **14. Notice**

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

## **16. Retirement**

## **17. Severability**

## **18. Prior Agreements**

## **19. Jurisdiction**

## **20. Particulars of Employment**

## **SCHEDULE 1**

## **SCHEDULE 2**

## **AMPLIFICATION OF TERMS OF EMPLOYMENT**

## **REQUIRED INFORMATION**

SIGNED (for and on behalf of):

*[Insert employer name]*

*[Insert name of person signing on employer's behalf]*

*[Insert their position]*

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

SIGNED by the employee:  
*[Insert employee's name]*

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

## **ADDITIONAL CLAUSE LIBRARY**

**Conduct and Dress - Office Environment**

**Organisation Uniform**

**Organisation Protective Clothing & Equipment**

**Relationships within the Workplace**

**Change of Personal Circumstances & Information**

**Right to Search**

**Alternative Work / Second Jobs**

**Intellectual Property Rights**

**Corporate Entertainment**

**Gifts and Benefits**

## **GRIEVANCE AND DISCIPLINARY POLICY AND PROCEDURE**

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

This policy document applies to your employment at *[Insert organisation name and address]*, the "Organisation" and all other organisation sites that you may be asked to work at from time to time. This policy and procedure applies to all employees, irrespective of their seniority within the Organisation.

## **GRIEVANCE PROCEDURE**

### **2. Informal Procedure**

**2.1** An "open door" policy is operated by the employer in respect of all matters concerning an employee's terms and conditions and general welfare. Employees are encouraged to discuss any problems or concerns that they have on an informal basis with their immediate supervisor/manager in a confidential interview. The decision of any interview will remain confidential, (unless there is a risk of personal danger or a criminal offence has occurred).

**2.2** Decisions about what to do can be made by the complainant themselves, (if appropriate). If this is not possible or the nature of the complaint makes informal action inappropriate then the following formal procedures are available to employees.

### **Formal Procedure**

**2.3** In the event that the grievance is not resolved by the informal procedure at paragraphs 2.1 and 2.2 above or the complainant is not satisfied with the decision taken by his or her immediate supervisor/manager they must put their grievance in writing and send a copy to their department head, and request a meeting.

**2.4** A meeting will normally be arranged within [*Insert number of days, e.g. 7-21*] working days of the request and the complainant will be entitled to request that he/she be permitted to be accompanied by a work colleague of their choice or trade union representative, or an official employed by the trade union where the complaint is about a duty owed by the employer to the employee. Such a request must be reasonable. The employee's chosen companion will be allowed to address the meeting and out forward the employee's case as well as summing up the employee's case if the employee consents. The companion may also respond on behalf of the employee and confer with them during the meeting. The companion cannot however answer questions on behalf of the employee or prevent the employer from putting their case. The employee must take all reasonable steps to attend the meeting. Consideration will be given to adjourning the meeting if an investigation is necessary first.

**2.5** The complainant will be given every opportunity to raise any concerns or queries and agree with the department head how they, the complainant, should be supported during the investigation and in the event that it leads to disciplinary proceedings. The department head will then take brief notes of the discussions with the employee and these will be sent to [*Insert name and position of person to receive notes*]. The employee will be entitled to a copy of any meeting records or formal minutes, which exist.

**2.6** The complainant will be informed of the employer's decision regarding his or her complaint shortly after the meeting. The complainant will also be informed of the right to appeal the decision.

**2.7** Any fellow worker who acts as a companion at a disciplinary hearing will be entitled to take paid time off work to prepare for and go to a hearing.

**2.8** The grievance procedure may be suspended at any stage if the employer considers that mediation is an appropriate method of resolving the dispute and all the parties involved agree to enter into mediation.

**2.9** In the case of the grievance leading to disciplinary proceedings [*Insert name of person to receive notes*] will notify the respondent, (the person who is the subject of the complaint) that a formal complaint has been made against them and before proceeding with an investigation will decide whether legal advice should be taken or the police contacted. All parties will be reminded of the requirement to maintain confidentiality.

**2.10** *[Insert name of person to receive notes]* will investigate the complaint or appoint an appropriate member of staff to investigate the complaint and specify the time scale for the investigation and the date by which an investigation report must be prepared and ensure that all parties receive appropriate information regarding the investigation. On the basis of the investigation report *[Insert name of person to receive notes]* will then determine if a disciplinary hearing will be held against the respondent.

## **Appeals**

**2.11** In the event that the grievance remains unresolved or the complainant is still not satisfied with the outcome they may appeal to *[Insert name of person who will hear appeal]* within *[Insert number of days, e.g. 5-10]* working days. A meeting will normally be arranged within *[Insert number of days, e.g. 7-14]* working days of the request and the complainant will be entitled to be accompanied by a work colleague of their choice or trade union representative. The employer will inform the complainant of his decision in writing shortly after the meeting.

## **DISCIPLINARY PROCEDURE**

### **3. Purpose and Scope**

**3.1** The employer's policy and procedure on discipline at work applies to all employees. It is intended to set out the procedures for giving warnings in the event of the employee's failure to meet standards set by the employer; including conduct which the employer finds unacceptable, poor attendance or breaches of the terms and conditions of the employee's contract of employment.

**3.2** The employer's aim is to encourage improvement in individual conduct. The employer may commence the disciplinary procedure at any stage if the employee's conduct deems it necessary. However, no disciplinary action will be taken until the matter has been fully investigated.

**3.3** At every stage employees will be given the opportunity to hear the case made against them and to state their case. The employee is entitled to make a request to be accompanied by a work colleague of their choice or trade union representative or official employed by the trade union, (such a request must be reasonable) at disciplinary proceedings. Any fellow worker who acts as a companion at a disciplinary hearing will be entitled to take paid time off work to prepare for and go to a hearing. The employee's chosen companion will be allowed to address the hearing, put forward the employee's case and sum up the employee's case provided the employee consents. The companion may also respond on behalf of the employee and confer with them during the hearing. The companion cannot however answer questions on behalf of the employee or prevent the employer from putting their case.

**3.4** The employer will set out in writing prior to the hearing, the employee's alleged conduct, characteristics or other circumstances, which has led to the employer taking disciplinary action against the employee and all relevant evidence relating to the alleged conduct. This will be sent to the employee.

**3.5** Where the employer or employee intends to call relevant witnesses they are required to give advance notice to each other that they intend to do so.

**3.6** Employees also have the right to appeal against dismissal or other disciplinary action as set out below at clause 8. The right of appeal will also be notified to the employee in the written statement at paragraph 3.4 above.

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#### **4. The Procedure**

Investigation

Hearing

Oral Warning

Written warning

Final written warning

Dismissal

#### **5. Gross Misconduct**

#### **6. Suspension**

#### **7. Overlapping Grievance & Disciplinary Cases**

#### **8. Appeals**

#### **9. Date of Implementation**

#### **10. Questions**

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