



TEARMS & CONDITIONS OF EMPLOYMENT

CONTRACT / FULL TIME & PART TIME CONDITIONS
FOR THE SCM LIMITED OF OXFORD BUSINES PARR COWLEY OX4 2PW
OXFORDSHIRE

AND

FULL NAME: -----

FULL ADDRESS: -----

POSITION APPLYDE: ----- DATE: -----

Working Hours:

Contract working hours per week (0 hrs) Full Time Working hours are 37 & 1/2 to 40 per week and Part Time Working hours are 20 to 27 per week. Divide in 5 days per week, Public holiday pay and overtimes hours will apply in your weekly rota.

Flexibility is required in all staff members due to the nature of shift working pattern you must be properad to work weekends, bank holiday charismas and new year season if required hours may be changed according to the employer's needs. Under these circumstances, where hours need to be changed or additional hours worked, the employer will give as much notice as possible.

Breaks, off Duty's, sick off's and Annual leave are planed Local in your branch and approved by your arrear Manager after being assess by HR Department. All annual leave must be put forward 30 day prier, except in emergence cases where your area manager and the HR Manager will look at every case deferent for consideration.

The maximum amount of time you can be required to work is 48 hours per week and you are entitled to 11 consecutive hours rest in any 24hour period.

If your hours of work are regularly between the period of 11pm and 6am you will be offered a free health assessment and will only be required to work a maximum of 7

hours. Your employer will discuss night time working and current legislation with you in more detail if it is applicable.

Basis of Employment:

Your employment is as agreed here upon, The contract is for Two year, This post is also subject to a satisfactory Disclosure, and Barring Service check, ILETS, TB medical report , and 2 references.

You may not take up additional employment that is considered to be in any way in conflict with the work you undertake for the employer without the express approval of the employer or their nominee. Such approval will not be withheld unreasonably but any such employment must not, in the view of the employer conflict with the interests of the employer. You may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for the employer.

Salary:

As an hourly paid employee, your salary will be £? according to you area of experts and experience. Rare of pay defers from Day hours, Night Hours and Leave Care. For more details visit our pay roll administration. The employer will deduct National Insurance and Income Tax as required by law. The employer may also deduct any overpayment of wages or holiday entitlement.

Time sheets:

You will be required to complete a weekly timesheet and submit this to the employer in every 1st day of the beginning of the next week

Holiday:

The holiday year is from January to December No C/F Holiday days to the Next year. Your holiday entitlement must be taken during this period. Payment will not be made for any unused holiday and these cannot be taken into the next holiday period. The full amount of your holiday entitlement is the statutory maximum is 28 days and does not have to include Bank Holidays) per year pro-rotta per completed months employment. One week being the equivalent of weekly hours worked.

Bank holidays may be booked as holidays or will be paid at the *bank holiday* rate. Bank Holidays do not have to be given as paid leave.

Holidays must be agreed with the employer at least four weeks in advance. You may not take more than 10 working days consecutively without the employer's prior written consent.

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

Code of Practice:

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

Probationary period:

There will be a probationary period of 6 months divided by 2, 3 Months trial and 3 Months Probation of which after this period you will be reviewed and if satisfactory the continuation of your employment will be confirmed. During the probationary period either party can terminate employment by giving one week's notice.

At the beginning of the probationary period your employer will discuss what is expected of you whilst carrying out your role.

Contact / Performance:

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

Where attendance standards are not being met and there is no apparent underlying health reason, the Disciplinary Procedures will be used.

Pensions:

When required, a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme) will apply. Further details are available from your employer.

Sick leave:

If you are ill and unable to attend work you should inform your employer as soon as possible* to enable other arrangements to be made. Inform the manager *2 hours before*.

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

These forms must be sent directly to your employer. For SSP purposes your qualifying days are your days of work.

SSP can be paid for up to 28 weeks. If you are not eligible for SSP your employer will give you an SSP1 form to tell you why.

Health and Safety at Work

The employer will take all reasonably practicable steps to ensure your health safety and welfare while at work including preventing and dealing with bullying and harassing behaviour. All employees have a legal duty to take all care needed for the safety of themselves and others who may be affected by their activities and to co-operate with the employer in complying with statutory requirements.

You should not do anything either intentionally or recklessly which might interfere with what is provided in the interests of health, safety and welfare, nor should you undertake any job in any way which might be a danger either to yourself, the employer or the employers family, or to any member of the public.

You must not consume alcoholic drinks while you are on duty and if you do, you will be liable to disciplinary action.

There is a No Smoking policy in your workplace.

Notice Period:

During the probationary period either party requires one week's notice.

Up to two years of continuous employment you will be given one week's notice.

After two years continuous service you will be given one additional week's notice for each completed year up to a maximum of 12 weeks' notice.

After satisfactory completion of your probationary period you are required to give *one month* notice in writing irrespective of length of service.

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

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

Confidentiality:

All information regarding the employer, the employer's family and the employer's domestic or personal circumstances is strictly confidential and cannot be discussed

with a third party without the Employer's specific permission, or in an emergency situation.

You must not remove any documents, tangible items, or property which belongs to the employer, the employer's family or which contain any confidential information from your place of work at any time without proper advance authorisation.

You must return to the employer or the employer's family, upon request and, in any event, upon the termination of your employment, all documents and tangible items which belong to the employer or the employers family or which contain or refer to any confidential information and which are in your possession or under your control.

You must, if requested by the employer or the employer's family, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Data Protection

The employer will hold personal information about you as personnel records. The employer will abide by the Data Protection Act 1998 and disclose this information only to the relevant third parties e.g. HM Revenue and Customs.

Your signature on this contract shows your consent to the holding and use of such data by the employer.

Flexible Working Request

If you have worked for the employer for a minimum of 26 weeks you can request a change in:

- The hours you are required to work;
- The times you are required to work;
- Where between the home and a place of business of the employer, they are required to work;

The employee must make the request in writing and a meeting will then be held within 28 days of the application being made. Only one request per employee for a change in flexible working can be made in any one 12 month period.

A decision, in writing, will then be provided to the employee 14 days after the initial meeting and will include a right to appeal if the request is refused. If the request is agreed then it is a change in the terms of the contract of employment and is binding. Unless initially agreed by the employer, the employee does not have the right to return to their previous contracted hours and days of work.

The employer can refuse a request on the following grounds:

- Burden of additional costs

- Detrimental effect on ability to meet customer demand
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality and performance
- Insufficiency of work during the periods the employee proposes to work; or
- Planned structural changes

The employee is entitled to appeal within 14 days after the date on which the notice of decision was given.

An appeal meeting must be held within 14 days of the employee's appeal, with the decision on the appeal to be given in writing and dated within 14 days after the appeal meeting.

Trade Union

You have the right to join a trade union and to participate in its activities.

Trade Union Learning Representatives are entitled to time off to ensure that they are adequately trained to carry out their duties.

Family Friendly Measures

It is the responsibility of female employees to notify their employer, in writing, as soon as they know that they are pregnant in order to comply with Health and Safety legislation. The employer will conduct a New and Expectant Mothers Risk Assessment as soon as is reasonably possible and then at regular intervals throughout the pregnancy.

If you or your partner become pregnant and you have any questions relating to the Family Friendly Measures, you should contact your employer.

Maternity Leave:

Female employees have the following rights in accordance with current employment legislation:

- Time off work for antenatal care.
- Statutory Maternity Pay.
- Statutory Maternity Leave.
- The right to return to work.
- Flexible Parental Leave.
- Protection against unfair treatment, discrimination or dismissal.

Paternity Leave – fathers have the following rights in accordance with the regulations in effect from April 2015:

- One or Two weeks' paid Statutory Paternity Leave.
- Additional Paternity Leave.

- Shared parental leave.
- Time off to accompany partner (or surrogate mother) to 2 antenatal appointments.

Parental Leave:

In accordance with current employment legislation, if an employee has completed one year's service with an employer, they are entitled to 18 weeks unpaid parental leave for each child born or adopted. The leave can start once the child is born or placed for adoption, or as soon as the employee has completed a year's service, whichever is later. Employees can take it at any time up to the child's 18th birthday.

A request should be made to an employer giving 21 days' notice of the start date of the parental leave, the employer may ask for this to be in writing. As long as the employee qualifies for parental leave and gives the employer the correct notice the employee should be able to take parental leave at any time.

To take parental leave straight after the birth or adoption of a child, an employee should give notice 21 days before the beginning of the expected week of childbirth or placement. In cases where this may not be possible they should give notice to the employer as soon as possible. For example, if a child is born prematurely or where less than 21 days' notice is given that a child is to be placed with you for adoption.

Parental leave should be taken in blocks of a week or multiples of a week, and should not be taken as "odd" days off. Employees cannot take off more than four weeks during a year. A week is based on an employee's working pattern.

An employee will remain employed while on parental leave and some terms of your contract, such as contractual notice and redundancy terms, still apply. An employee's employment rights are still protected during parental leave.

An employee may be eligible for shared parental leave in line with current legislation.

External Time Off:

An employee is entitled to a reasonable amount of unpaid time off to take action necessary:

- To provide assistance when a dependant falls ill, gives birth or is injured;
- To make arrangements for the provision of care for a dependant who is ill or injured;
- On the death of a dependant;
- Because of the unexpected disruption of arrangements for the care of a dependant; or
- To deal with an incident involving a child of the employee occurring unexpectedly while an educational establishment is responsible for the child. the employer may in appropriate circumstances grant compassionate leave.

Leave for Public Duties

You are entitled to take time off work for public duties including jury service. You will *not paid* for this time off. You must notify the employer prior to accepting an appointment to determine whether a reasonable allocation of time off can be agreed.

Grievance procedure

If you have any grievance relating to your employment, you should proceed in accordance with the procedures set out below:

- Put the grievance in writing and send it to your employer. If your grievance is about your employer you should write to CQC regulations officer
- You will then be invited to a meeting to discuss your grievance. This will not take place unless you have informed your employer or the nominated person what the basis for your grievance was when you put it in writing and if the employer or nominated person has not had a reasonable opportunity to consider their response. You must take all reasonable steps to attend the meeting and have the right to be accompanied.
- After the meeting the employer will inform you of the decision in response to your grievance and notify you of your right to appeal if you are not satisfied with the decision.

Disciplinary procedures:

Minor problems will be dealt with and resolved informally.

In cases of more serious problems, depending on the seriousness of the breach of terms and conditions of contract or conduct and performances of your duties, disciplinary actions may include the following:

Verbal and Written Warnings

- A verbal warning which will be confirmed to you in writing and recorded in your personnel file for a period of *six months*.
- A first written warning, which will be confirmed to you in writing and recorded in your personnel file for a period of 12 months
- A final warning which would be confirmed to you in writing advising that further misconduct could lead to dismissal and recorded in your personnel file for a period of 12 months
- Dismissal could result if you continue to fail to meet the standards required of you. You will be provided with written reasons for dismissal which will also inform you of your right to appeal.

Disciplinary Meetings & Hearings

Step 1: Statement of grounds for action and invitation to meeting

The employer will set out in writing your alleged conduct or characteristics or other circumstances which lead them to contemplate dismissing or taking disciplinary action against you. You will receive a copy of the statement and invite you to attend a meeting to discuss the matter.

Step 2: Meeting

- The meeting must not take place unless you have been informed what the basis was for including it in the statement (referred to at Step 1) and the ground or grounds given in it, and you have had a reasonable opportunity to consider your response to that information
- You must take all reasonable steps to attend the meeting and have the right to be accompanied. After the meeting the employer will inform you of the decision and notify you of your right to appeal against the decision if you are not satisfied with it.

Step 3: Appeal

- If you wish to appeal you must write to your employer stating why you wish to appeal.
- You will then be invited to another meeting to discuss your appeal as soon as possible and is possible it should be dealt with by someone who hasn't already been involved with your disciplinary action.
- You must take all reasonable steps to attend the meeting and you have the right to be accompanied at the meeting.
- Your employer will write to you after the appeal meeting to inform you of their final decision.

Gross Misconduct:

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

The following is a non-exhaustive list of examples which are normally regarded as gross misconduct:

- Theft, fraud, deliberate falsification of records
- Fighting, assault on another person
- Deliberate damage to the employers or employers family property
- Serious incapacity through alcohol or being under the influence of illegal drugs
- Serious negligence which causes unacceptable loss, damage or injury
- Refusal to carry out duties or reasonable instructions
- Wilful or reckless failure to follow the employer's safety rules.

If, following investigation and after a full disciplinary meeting, the employer is satisfied that there has been gross misconduct, the outcome will normally be summary dismissal without notice or payment in lieu of notice.

Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the employer immediately of any change to your personal details, for example name, address or telephone number.

It is in your interest to notify the employer of any such changes. The employer will not be held responsible for any issues arising out of your failure to notify changes in your personal details.

Changes your Employment Contract

You will be notified of minor changes of detail by way of a general notice and any such changes take effect from the date of the notice.

You will normally be given notice of any such change in line with statutory notice periods which may be given by way of an individual notice. Such changes will be deemed to be accepted unless you notify the employer of any objection writing before the expiry of the notice period.

I agree to the terms and conditions of this contract of employment and understand that any breach of these conditions may result in the termination of my employment.

Signed (Employee) ----- Date -----

Signed (Employer) ----- Date: -----

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CEO of the time ----- Director of Operation -----

