

## **Sample Employment Contract #1**

### **CONTRACT OF EMPLOYMENT**

#### **1. Names of the contracting parties**

Between: **ACME ACE LIMITED** (the 'Employer')

15 Town Road – Anytown – AT65 Y66

And: **JOHN SMITH** (the 'Employee')

12 Smalltown Road - Midshire MRT 5EW

#### **2. Starting date of the Employment**

Employment Start Date: 26<sup>th</sup> November 2006

#### **3. Job title and description**

The Employee's job title is: Production Controller

The Employee's main task is to assist the Production Manager in maintaining a consistent flow of production.

#### **4. Address of the workplace**

The Employee will work from 453 High Street, Newtown NEW12

#### **5. Salary**

The Employee's salary is £17,000 per annum. Payments are monthly by BACS directly into your bank account. If you do not have a bank account you will need to open one.

#### **6. Hours of work**

The Employee's working week will consist of 40 hours, from Monday to Friday and from 9 am to 6 pm. There is a 1 hour lunch break; timing to be agreed with immediate supervisor.

From time to time, the Employee may be asked to work outside of the contracted hours. An hourly rate of 1.5 times the normal hourly rate will be paid.

## **7. Holiday entitlement**

The Employee is entitled to 4 weeks (20 days) paid holiday per annum. At the end of 5 years service an extra days holiday entitlement is given – followed by a further 1 days holiday entitlement for each of the next 4 years service, bringing maximum holiday entitlement to 5 weeks (25 days).

## **8. Sickness entitlement**

Contractual Sick Pay: the Employee will receive his or her normal salary for a period of 4 weeks in any 12 month period where a doctor's certificate is produced after 7 consecutive days sickness. Payments will be less Statutory Sick Pay and any Social Security benefits due to the Employee.

## **9. Pension**

A Stakeholder pension scheme is provided for all employees. Details will be made available when employment begins.

## **10. Grievance procedure**

In all but one instance, the Employee must report any grievance to his or her immediate supervisor. When, and only when, the grievance is with the immediate supervisor, the Employee can make his or her grievance known to the immediate supervisor of the Employee's supervisor.

## **11. Disciplinary procedure**

Where the Employer believes that the Employee has acted in an unfit way in the course of carrying out his or her duty, or the Employee brings the Employer's business into disrepute, the Employee will face a disciplinary inquiry.

If the Employee is found to have committed minor misconduct, the Employer has the option of a verbal warning (in writing), or a written warning, depending on the severity of the misconduct.

If the Employee is found to have committed gross misconduct, the Employer has the option of a verbal warning (in writing), a written warning, a final written warning, or immediate dismissal. The Employer also has the option of suspending the Employee if the Employer needs to make an inquiry into the misconduct.

## **12. Notice periods required from both the Employee and the Employer**

The minimum notice periods are as follows:

<b><i>Time in Employment</i></b>	<b><i>Minimum Notice</i></b>
Under 1 month	No Notice
Over 1 month	1 Week
2 years' service	2 Weeks
3 to 12 years' service	One week for each year, to a maximum of 12 Weeks.

The Employee must send a copy of his or her notice to the company's address provided in 1 above.

The Employer will send a copy of the notice to the Employee's address provided in 1 above.

In the event that the Employee is dismissed for gross misconduct, the Employer will decide whether any notice period will be applied and/or worked.

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I agree to the above terms and conditions and confirm I have received a copy of this Contract.

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***Signed by the Employee***

Dated.....

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***Signed by or on behalf of the Employer***

Dated.....

**Note:** The Employee is to receive a copy of the Contract when signed by both parties.