APPENDIX 3A – EMPLOYERS’ HANDBOOK

CLAUSES HIGHLIGHTED IN BLUE SHOULD BE CONSIDERED IN TERMS OF COMPANY POLICY.

CLAUSES HIGHLIGHTED IN GREY SHOULD BE ADJUSTED FOR EACH INDIVIDUAL.

CLAUSES IN RED TYPE ARE FOR EMPLOYER GUIDANCE AND SHOULD BE REMOVED BEFORE ISSUE TO EMPLOYEE.

**SAMPLE**

**COMPANY NAME**

**CONTRACT OF EMPLOYMENT**

In compliance with the Employment Rights (Northern Ireland) Order 1996, this statement sets out certain terms and conditions of your employment contract which are relevant on dd/mm/yyyy.

**1. Name and address of employer:** xxxxxxxxxxxxxxx

**2. Name of employee:** xxxxxxxxxxxxxxx

**3. Date of commencement of employment:** dd/mm/yyyy

**4. Date of continuous employment:**

Previous employment with this or any other employer, prior to the date specified (at 3), will not count as part of your period of continuous employment.

 ***OR***

Previous employment with (insert company name) will count as part of your period of continuous employment, which therefore began on dd/mm/yyyy.

**5. Period of employment**

 Your employment is permanent \*subject to the Sections on Probation and Notice of this Statement.

 ***OR***

Your employment contract is for a fixed term and expires on dd/mm/yyyy. This is subject to the Sections on Probation and Notice of this Statement.

 *(Employer Guidance – If a fixed term employee has their contract of employment renewed when they already have a period of 4 or more years of continuous employment, the new contract takes effect as a permanent contract unless it can be objectively justified to do otherwise. Employers are advised to seek additional guidance on this issue which the Labour Relations Agency can provide.)*

 ***OR***

Your employment is temporary and is expected to continue for (period of likely duration). However, circumstances may dictate an earlier or later termination. This is subject to the Sections on Probation and Notice of this Statement.

**6. Job title:** xxxxxxxxxxxxxxx

However as and when considered necessary or appropriate you are liable to transfer to or undertake other duties, within competence and within reason, in order to meet fluctuations or priorities in work demands.

**7. Probation (New Employees):**

You will be on probation initially for a period of (e.g. six) months during which time your progress will be monitored, and feedback provided. At the end of this period, provided a satisfactory standard is achieved and maintained, your employment will be confirmed. In the event of unsatisfactory progress, the appropriate procedures will be implemented and the probationary period may be extended or your employment terminated either during or at the end of probation.

**8. Collective Agreements:**

There are no collective agreements in force that directly affect the terms and conditions of your employment.

 ***OR***

The collective agreements which directly affect the terms and conditions of your employment are:

 *(If you are not a party to the collective agreement/s, also indicate the parties who made it/them.)*

**9. Place of Work:**

 Your place of work is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 ***OR***

 You are based at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ but you may be required to work at the following places \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 ***OR***

You are based at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ but due to the nature of your job you are required to work at any place where the employer has clients or prospective clients.

**10. Requirement to work outside the UK**

 You are not required to work outside the UK (for more than one month).

***OR***

You are not required to work outside the UK for more than one month. You may however be required to work in the Republic of Ireland for periods of short duration.

***OR***

You are liable under your contract of employment to work outside the UK. Particulars currently applicable to such situations, where the duration of the period of working is to exceed one month are as follows:-

*(Under each of the 4 headings listed below specify the relevant particulars if such exist. If there are no relevant particulars which can be entered under any particular heading at the time of issue of the statement, then state that fact under the particular heading.) Employer guidance - this should be removed when issued to employee.*

1. Duration of the period

2. Currency of remuneration during the period

3. Additional remuneration or benefits applicable during the period

4. Terms and conditions applicable on return to UK

Where there is any change in the information provided at 1 to 4 above, you will be individually notified in writing, within one month of the change or before the date on which you leave to work outside the UK for more than a month, if this date is less than one month from the change.

**11. Pay:**

Your rate of pay \*on commencement will be/\*is currently £\_\_\_\_\_ per hour/week/month/annum and thereafter as itemised on the pay/salary slip which you receive with your pay/salary.

**Pay Arrangements:**

The pay week runs from \_\_\_\_\_ to \_\_\_\_\_and you will be paid weekly (\*in arrears) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \*cash/cheque/credit transfer.

***OR***

 You will be paid monthly, on the last banking day of each month by \*cheque/credit transfer.

***Optional:***

In addition the company operates a \*bonus/\*commission scheme. Written details of the scheme will be provided to you separately.

**12. Pension Scheme:**

The Company will comply with its employer pension duties in accordance with relevant legislation (if applicable). Details in this respect will be furnished to you separately.

A contracting out certificate \*is/\*is not in force in respect of the employment.

***OR*** *(Employer Guidance – The following working is appropriate where the employer has reached their staging date)*

You will be automatically enrolled, have the right to opt in or be entitled to join a pension scheme provided by the employer. The category which you qualify under will be determined by your age and earnings at the end of each pay period. If you meet the criteria which requires you to be auto enrolled in the pension scheme, you will be entitled to opt out. Further details will be provided to you by (insert job title)

There is/is no contracting-out certificate in force for the Scheme.

*(Due to new pensions regulations all employers will be required to automatically enroll certain employees into a “qualifying” pension scheme. This obligation commenced in October 2012, however, it is being phased in over a number of years depending upon the size of the employer’s PAYE scheme. Full guidance, including dates when the auto enrolment obligation will apply for employers, is available on the Pensions Regulator website. Employer guidance - this should be removed when issued to employee.)*

**13. Hours of Work and Breaks:**

Your normal hours of work are \_\_\_\_\_ hours per week **(e.g. 9.00am to 5.00pm Monday to Friday).** You will receive a **(\*paid/\*unpaid meal break of xx minutes and a \*paid/\*unpaid morning/afternoon tea break of xx, (e.g.15), minutes.)**

***OR***

Your employment shall be \_\_\_\_\_ net hours per week and your daily working hours, including paid/unpaid meal breaks and \*paid/\*unpaid tea breaks, shall be in accordance with a (variable) rota determined by management. Details of the rota are posted in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***OR***

Your employment shall be \_\_\_\_\_ hours per week and your daily hours of work shall be as follows:-

Monday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Tuesday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Wednesday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Thursday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Friday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Saturday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

Sunday \_\_\_\_\_\_\_\_\_\_\_ am/pm to \_\_\_\_\_\_\_\_\_\_\_ am/pm

You will receive a \*paid/\*unpaid meal break of \_\_\_\_\_ minutes and a paid/unpaid tea break of \_\_\_\_\_ minutes in the morning/afternoon.

***Optional:***

You will be required to clock in and out at the beginning and end of the day and also for your lunch and at any other time that you leave the premises for any reason.

**14. Overtime**

 ***Requirement***

Overtime/additional hours may arise from time to time. When called upon to do so, you will be expected to work a reasonable amount of overtime/additional hours.

 ***OR***

Overtime/additional hours may arise from time to time and it is a condition of employment that you will be required to work a reasonable amount of overtime/additional hours when called upon to do so.

 ***Payment/Compensation for overtime/additional hours***

 Payment for overtime/additional hours worked shall be at the basic hourly rate/rate of \_\_\_\_\_.

*(Employer Guidance – There is no requirement to pay for overtime. Overtime rates are for the employer to agree with the employee.)*

 ***OR***

 When you work in excess of \_\_\_\_\_ hours each week you shall be paid at the rate of £\_\_\_\_\_.

 ***OR***

You will not receive payment for additional hours worked. You will however receive equivalent time off in lieu. This must be taken within 1 month, at a time to be agreed with management.

**15. Holidays**

 ***Annual Days***

 The holiday year runs from dd/mm/yyyy to dd/mm/yyyy.

If you are in this Employment for a full holiday year, you will be entitled to xxxxx \*hours/\*days/\*weeks paid holiday in that year.

*(The minimum paid leave entitlement is 5.6 weeks based on the employee’s contracted hours. Part time employees are entitled to the same holidays, on a pro rata basis, as a comparable full time employee. You must ensure when completing this document for part time employees that you clearly outline the part time employee’s holiday entitlement. Employer guidance - this should be removed when issued to employee.)*

If you join this employer after the commencement of a holiday year, you shall be entitled in that holiday year to annual holiday with pay proportional to your length of service in the remainder of that holiday year.

 ***Customary Days***

*(The statutory entitlement to 5.6 weeks’ holiday may include customary days – although the employer may choose to provide more than the statutory minimum) Employer guidance - this should be removed when issued to employee.*

This employer does not recognise any customary days.

***OR***

This employer recognises the following customary holidays with pay

\*(a) in addition to your annual leave entitlement.

***OR***

\*(b) as part of your annual leave entitlement.

New Year’s Day, St Patrick’s Day, Easter Monday, Easter Tuesday, May Day, Spring Bank Holiday, July 12 and 13, August Bank Holiday, Christmas Day and Boxing Day. *(Choose from this list the days you recognise)*

 Part time employees are entitled to customary holidays on a pro rata basis.

Due to the nature of the \*business/\*organisation you will be required to work on some, if not all, of these days. When you are required to work on any of these days, you shall be paid \*at your basic rate/\*at the rate of \_\_\_\_\_ and receive a day off in lieu to be mutually agreed.

*(If this clause is used in a situation where the employer’s holidays in total meet but do not exceed the statutory minimum, a paid day off in lieu* ***must*** *be given i.e. it should not be optional). Employer guidance - this should be removed when issued to employee.*

 ***On termination of your employment***

You shall be entitled to annual holiday with pay, or pay in lieu thereof, proportional to your length of service in that holiday year, less any annual holidays already taken. If you leave employment and have taken more leave than you have earned, the employer will recover from your final pay, monies equivalent to the leave you have taken, in excess of your entitlement.

**16. Annual Holiday Arrangements**

*(You may wish to include in this section any rules relating to booking/ taking of holidays. The proposed wordings included here reflect the notice requirements provided in the Working Time Regulations. You are free to change these with the agreement of the employee.) Employer guidance - this should be removed when issued to employee.*

 ***Employee Notification***

Advance notice must be given to (position title) when you wish to seek approval for holiday dates. The notice must be at least twice as long as the holiday being requested.

 In your own interest, you should not make any holiday bookings until you receive approval.

 ***OR***

 ***Employee/Employer Notification and Closedowns***

The business closes down for holiday at certain times/on certain days during the year and you are required to take all/part of your holidays at these times/on these days which are as follows;

The exact dates of these close-down periods will be notified to you in advance each year.

The dates for the balance of holidays must be approved in advance by (position title).

 The notice to be given must be at least twice as long as the holiday being requested.

 In your own interest, you should not make any holiday bookings until you receive approval.

***Employer Refusals***

If the employer is unable to approve the dates you requested for holidays, you will be given notice of refusal in advance of the first requested day. The notice will be at least as long as the number of days/weeks of holiday being requested.

 ***Carryover***

Holidays may not be carried forward into the next holiday year. Unused holidays will be forfeited without compensation.

 ***OR***

Holidays in excess of 4 weeks may be carried over into the next holiday year. Unused holidays in excess of your carry over entitlement, will be forfeited without compensation.

*(An employer can now allow carryover of any leave in excess of 4 weeks but cannot offer payment in lieu. Employers must allow carryover of at least 4 weeks’ leave where an employee has not taken their leave due to absence from work due to illness. Employers can however set a limit on the period over which holidays can accrue during periods of sickness. Current case law (early 2017) suggests that carryover can be limited to any leave accrued in the previous 18 months. Under current EU case law this leave must be used within 18 months of the leave year in which it accrued. Employer guidance - this should be removed when issued to employee.)*

**17. Holiday Pay**

During holidays, those employees with entitlement to holiday pay will be paid at their basic rate of pay.

***OR***

If you are entitled to holiday pay, it will be based on your average earnings over the last 12 working weeks prior to the holiday.

***OR***

Annual leave will be paid each year to the extent required by the current law. *(Employer Guidance – You should seek up-to-date legal advice on what to pay employees who do not have a ‘normal’ pay e.g. commission or bonus based or pay for additional hours the employee normally works.)*

**18. Sickness Absence and Sick Pay**

There is no Employer’s Sick Pay Scheme relating to your employment. Provided you meet the qualifying conditions, you will be paid sick pay according to the rules and regulations of the Statutory Sick Pay Scheme (SSP) for a maximum of 28 weeks subject to compliance with the Company’s Sickness/Absence Notification and Sick Pay Procedure as set out in Annex A of this document. Your attention is drawn to this Procedure. It is your responsibility to familiarise yourself with and to comply with it at all times.

You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

**19. Notice Entitlement/Requirement**

*(The sample reflects the statutory provisions. Contractual variations are possible. Employer guidance - this should be removed when issued to employee.)*

If you have one month’s continuous service or more you must give the employer one week’s notice of your intention to terminate your employment.

If you have one month’s continuous service you are entitled to receive one week’s notice in the event of termination. This increases to 2 weeks after 2 year’s continuous service and then by a further week for each complete year of continuous service up to a maximum of 12 weeks.

The employer reserves the right in the case of gross misconduct to dismiss you summarily i.e. without notice and without payment in lieu of notice.

You may be required to take some, or all, of your accrued holidays during the notice period.

 The company reserves the right to pay in lieu of notice on termination of employment.

**20. Compassionate Leave** *(This section is optional but many employers will chose to grant some compassionate leave. Employer guidance - this should be removed when issued to employee.)*

In the case of absence due to the death of a close relative **(i.e. spouse, child, parent, sibling, parent-in-law)** the Company will provide up to three days paid compassionate leave, depending on the circumstances. This is in addition to statutory unpaid time off for dependents to enable employees to deal with emergencies.

**21. Grievance Procedure**

The procedures relating to handling of grievances are set out in the Company Grievance Procedure which can be found in the \*Employee Handbook / \*obtained from the HR department / \*obtained from the Office Manager *(\*delete as appropriate).* The procedure does not form part of your contract of employment.

If you wish to raise a grievance you may apply in writing to [insert position title] in accordance with our Grievance Procedure.

*(Note: the main statement (not an appendix) must contain the above details. If the grievance procedure forms part of the contract of employment, an employer must abide by the terms of the contract at all times or risk a possible breach of contract claim. For this reason it is recommended that grievance procedures are clearly separated from the contract. Employer Guidance - this should be removed when issued to the employee.)*

**22. Discipline and Dismissal Procedures**

 **Disciplinary Rules and Procedures for Misconduct**

The disciplinary rules and the procedure for dealing with disciplinary matters and appeals are set out in the Disciplinary Rules and Procedure which can be found in the \*Employee Handbook / \*obtained from the HR department / \*obtained from the Office Manager *(\*delete as appropriate).* You are required to make yourself familiar with this document. The procedure does not form part of your contract of employment.

If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our Disciplinary Rules and Procedure.

*Note: the main statement (not an appendix) must contain these details.*

*All employers are required to adhere to the Minimum Statutory Procedures for handling dismissal and disciplinary matters. See Section 18 of this Guide for further detail and a sample policy on disciplinary rules and procedures for misconduct. As with any policy or procedure, it is possible to incorporate the disciplinary procedure into the contract but this means that an employer must abide by the terms of the procedure at all times or risk a possible breach of contract claim. For this reason it is recommended that disciplinary rules and procedures are clearly separated from the contract. Employer guidance - this should be removed when issued to employee.*

**23. Restrictive Covenant**

 *Employers will often insert restrictive covenants/trade clauses in order to protect any confidential information or trade secrets that employees have access to during their employment. These are designed to prevent employees from disclosing or using confidential information, trade secrets, etc., and/or soliciting or dealing with customers during a specified period after leaving the business. Restrictive covenants will NOT be required for all businesses. Legal advice should be obtained on any restrictive covenant since each case will depend on the nature of the business and the particular role.*

**24. Lay Off and Short Time Working**

In the event of a reduction or shortage of work or disruption in the provision of the kind of work you are employed to do, or any other occurrence effecting the normal working of the Company, the Company reserves the right to temporarily lay you off work without pay, save for guarantee payments to which you will be entitled, or alternatively, to reduce your normal working hours and to reduce your pay proportionately. The Company shall give as much notice as is reasonably practicable of any further change to your hours including a return to normal working hours. Where you have been laid off or put on short time working under this rule your employment shall, for all contractual purposes, be deemed to have been continuous throughout that period.

**25. Changes in Terms and Conditions**

The Company reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

*(An employment contract is a legally binding agreement between the employer and the employee. Therefore, it is subject to the basic principle that one party cannot unilaterally alter the terms of the contract without the other party's consent. The purpose of clause 25 is to give the employer the contractual right to make "reasonable" changes to the terms of employment without the employee's specific consent. This is intended to cover minor or administrative matters which do not fundamentally alter the employee's terms of employment. This clause does not give the employer wide powers to make any substantial changes to the contract, and would be narrowly construed by the courts. Employer guidance - this should be removed when issued to employee).*

*An employment contract is a legally binding agreement between the employer and the employee. Therefore, it is subject to the basic principle that one party cannot unilaterally alter the terms of the contract without the other party's consent.*

*The purpose of* [*clause 12*](http://uk.practicallaw.com/0-200-2040?q=contract+of+employment+junior#a791455) *is to give the employer the contractual right to make "reasonable" changes to the terms of employment without the employee's specific consent. This is intended to include minor or administrative matters which do not fundamentally alter the employee's terms of employment. This clause does not give the employer wide powers to make any substantial changes to the contract, and would be narrowly construed by the courts.*

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**26. Relevant Agreement**

For purposes of the Working Time Regulations (Northern Ireland) 2016, it is agreed that the sections on holidays, including holiday entitlement, annual holiday arrangements and holiday pay of this Statement constitute a relevant agreement and are to be treated as agreed in writing:-

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)

 ***Your employment with the Company will be in accordance with and subject to the policies and procedures in force for the duration of your employment. You are required at all times to comply with these policies and procedures in force from time to time. Breaches of company policy/procedure may result in disciplinary action up to and including dismissal.* *These policies and procedures do not form part of your contract of employment. The Company reserves the right to renew, revise, amend or replace these policies and procedures from time to time to reflect the changing needs of the business. These policies and procedures are available for inspection in the \*Managing Director’s office/\*Office Manager’s office/\*HR Department/\*in the Employee Handbook.*** *(\*Delete as appropriate.)*

*(As with any policy or procedure, it is possible to incorporate these procedures into the contract but this means that an employer must abide by the terms of the procedure(s) at all times or risk a possible breach of contract claim. For this reason it is recommended that these procedures are clearly separated from the contract.*

*On one hand the employer wants policies and procedures that are expressed not to be contractually binding so that it can change them more easily than contractual terms and can avoid a penalty (such as an employee bringing a breach of contract claim) for its inadvertent breach of the non-contractual terms. On the other hand you want the employees to comply with the non-contractual policies and procedures. You can achieve this by including the above statement in employees’ contracts of employment. This allows you to take disciplinary action against the employees should they not comply with the non-contractual terms. Employer guidance - this should be removed when issued to employee).*

 **ACKNOWLEDGEMENT OF RECEIPT**

 I acknowledge receipt of a copy of this Statement, together with the documents listed below.

 Annex A Sickness/Absence Notification and Sick Pay Procedure

 I have read and understood this Statement

 Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_