**CONTRACT OF EMPLOYMENT**

**1. Names of the contracted 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 Employee**

Employment Start Date: 26th 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 in to 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 6pm. 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 their 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 on starting employment.

**10. Grievance procedure**

In all but one instance, the Employee must report any grievance to their immediate supervisor. Where, and only where, the grievance is with the immediate supervisor, the Employee can make their grievance known to the immediate supervisor of the Employees supervisor.

**11. Disciplinary procedure**

Where the Employer believes that the Employee has acted in an unfit way in the course of carrying out their duty, or the Employee brings the Employers business in to disrepute, the Employee will face a disciplinary inquiry.

If the Employee is found to have committed a 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 instant dismissal. The Employer also has the option to suspend the Employee where 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:

*Time in Employment Minimum Notice*

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 their notice to the company’s address, as 1 above.

The Employer will send a copy of the notice to the Employees address, as 1 above.

In the case of the Employee being dismissed for gross misconduct, the Employer will decide if any notice period will be applied and/or worked.

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

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

Dated……………………………….……. Dated……………………….…………….

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