

# **CONTRACT OF EMPLOYMENT**

This statement dated 23rd April 2018 meets the requirements of the Employment Rights Act 1996. It is the Statement of Initial Employment Particulars relating to the Contract of Employment of the person named below and supersedes any previous such statements or contracts.

**Name of Employee:** **Nathan Winterburn**  
**Name of Employer:** **JMS Specialist Joinery Limited**  
**Address of Employer:** Kineton Road Industrial Estate  
Southam  
Warwickshire  
CV47 0NA

**Start date:** **09/09/2013**

**Job title:** **Painter**

The Company may from time to time require you to undertake additional or other duties as necessary to meet the needs of the business on a short term basis e.g. holiday or sickness cover.

## **Probationary period**

New employees join the Company on a three month probationary period.

During and/or at the end of your probationary period you may be asked to attend employment reviews to discuss your overall work performance. Absence, timekeeping and general attitude may also be taken into account. If the Company is satisfied that you have reached the required standards your permanent status will be confirmed.

If you have not reached the required standards, your employment will be terminated with the required notice.

The Company reserves the right in borderline cases to extend the probationary period, in the hope that a further period will enable you to reach the required standard. A subsequent employment review will be held and a decision made. Your employment will then either be confirmed or terminated with the required notice.

## **Continuous employment**

The date on which your continuous employment began is the same as shown above.

## **Place of work**

Your normal place of work is at the address shown above.

You may be required to work in other locations to meet the needs of the business.

You will not be required to work outside the UK.

## **Pay arrangements**

Your rate of pay is £ 8.96 an hour.

Payment is made weekly, in arrears, directly into your bank/building society on the Friday of each week.

If a mistake is made in the payment of any monies due, the Company expects to be notified immediately. The error will normally be corrected at the next available opportunity.

### ***Other payments and benefits***

- Overtime rates: Monday to Friday the first 2.5 hours worked after 4.30 pm in addition to your normal working hours is paid at time and a half, thereafter double time;  
Saturdays, up to 4.30 pm is paid at time and a half, thereafter double time;  
Sunday, double time
- Overtime will be calculated on a daily basis, but overtime premium rates will not be payable until the normal hours (40) have been worked in the pay week unless the short time is authorised by the employer on compassionate or other grounds or is a certified absence due to sickness or injury.
- Employee Accident Cover: The Company provides Employee Accident Cover in respect of your employment. Full details are available from the Finance Manager.
- Employee Life Cover: The Company provides Employee Life Cover in respect of your employment. Full details are available from the Finance Manager.

### ***Hours of work***

Your normal hours of work are 8.00 am to 4.30 pm, Monday to Friday, with an unpaid break of 30 minutes and a 20 minute paid tea break, to be taken as directed by Management. These normal hours of work may be varied to meet the needs of the business.

You may be required to work a reasonable amount of overtime hours as directed by the Company. This may include the need to work shifts, unsocial hours and weekends.

### ***Clocking in and out***

If your working time is recorded by time clock you must observe the Company procedures on clocking in and out whilst on the premises during working hours.

If you leave the premises during working hours you must clock out when leaving and clock in upon return. In the interests of health and safety, you must notify your Line Manager if you need to leave the premises for any reason during working hours.

You must not clock another employee in or out under any circumstances. Failure to adhere to this procedure will result in disciplinary action.

### ***Holiday entitlement***

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. You are entitled to 20 days' holiday a year calculated at the rate of 1/52<sup>nd</sup> of the annual entitlement for each complete week of service remaining in the current holiday year.

During your first year of service, however, your entitlement to take holidays will accrue on the first day of each month of that year at the rate of 1/12<sup>th</sup> of the annual entitlement. Where the current accrual includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day.

You are required to reserve up to four days of holiday to take during the Christmas/New Year period.

After 5 years service with the company you will start to accrue 1 extra day's holiday per year of service up to a maximum of 25 days per year.

In addition to your holiday entitlement you may take and be paid for the bank/public holidays each year.

The bank/public holidays are: New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May, the last Monday in August, Christmas Day and Boxing Day, or such other days as may be substituted.

Part-time employees are entitled to pro-rata holidays.

A more detailed explanation is contained in the Employee Handbook.

### ***Holiday pay***

Payment for holidays will be at your normal basic rate under your terms and conditions of employment for your normal hours of work.

On termination of employment holidays will be calculated in proportion to the full entitlement. If you have taken less than this entitlement the surplus holiday pay will be added to your final pay. If you have taken more than this entitlement the excess holiday pay will be deducted from your final pay.

### ***Sickness absences***

The Company is required to pay Statutory Sick Pay for certain periods of sickness absence. Payment may be made to eligible employees for periods of absence of four days or more. There is a maximum period of 28 weeks payment in one period of incapacity for work.

A more detailed explanation is contained in the Employee Handbook.

### ***Disciplinary procedure and rules***

Should your conduct or performance fall below the standards required then disciplinary action may be taken. This procedure is designed to help and encourage employees to achieve and maintain the Company's standards of conduct and performance and should be looked upon as a corrective process.

A more detailed explanation of the procedure and rules is contained in the Employee Handbook.

### ***Disciplinary appeal procedure***

You have the right to appeal at any stage in the disciplinary procedure if you are dissatisfied either with a disciplinary decision made against you or the level of penalty imposed. You should do this in writing to a Director who has not previously been involved in the disciplinary process within five days of receiving your confirmation of discipline letter.

A more detailed explanation of the procedure is contained in the Employee Handbook.

### ***Grievance procedure***

If you have any grievance relating to your employment, you should raise it with your Line Manager in the first instance. If you want the grievance to be dealt with formally, you must raise it in writing.

A more detailed explanation of the formal procedure is contained in the Employee Handbook.

### ***Pension scheme***

The Company operates a pension scheme through Aviva and you will be enrolled into this scheme if there is a legal requirement to do so under the current pensions legislation. If you are not automatically enrolled into the scheme you may still be entitled to join. Further details will be provided separately.

### ***Collective agreements***

There are no collective agreements directly affecting your terms and conditions of employment.

### ***Notice periods***

#### Notice period to be given by the employee to the employer

Less than one month's service – nil.

One month's service or more – one week's written notice to the employer.

#### Notice period to be given by the employer to the employee

The Company has the right to serve notice of termination of your employment at any time in accordance with the notice provisions below.

Less than one month's service – nil.

One month's service but less than two years – one week.

Two years' service or more – one week for each complete year of service up to a maximum of 12 weeks.

### ***General***

If you leave without giving and working your full notice, any additional cost in covering your duties during the notice period not worked will be deducted from any termination pay due to you.

The Company may require you to take some or all of any outstanding holiday entitlement that you may have during your notice period.

### ***Pay in lieu of notice***

It is agreed that the Company may terminate your employment with immediate effect on notification that a payment in lieu of notice is to be made to you. You shall not be entitled to any benefit other than pay or money in lieu of such benefits in respect of any period for which payment in lieu is to be made.

### ***Garden leave***

The Company reserves the right to require you to remain away from your place of employment for all or part of your notice period, with or without work, whether you or the Company gives notice. You must accept that whilst still employed by the Company on notice either at home or on the Company's premises you must not work for any other company, firm, person or business.

### ***Confidentiality***

During the course of your employment you will be party to information concerning the Company, its products and customers. Such information is to be regarded as strictly confidential. You may not disclose or discuss with any other person outside the Company information relating to its business including product information or matters relating to security. Any breach of this condition will render you liable to disciplinary action, which may result in dismissal.

### ***Non-solicitation agreement***

You shall not for a period of six months from the termination of your employment (and whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other person, firm or company), solicit, endeavour to entice or accept the custom of any person who at any time during the period of 12 months prior to the termination of your employment has been a customer or client of the Company and with whom you had business dealings on behalf of the Company, where such solicitation enticement or acceptance of custom relates to the provision of services similar to those which are, could be, or have been, provided by the Company.

You shall not for a period of six months from the termination of your employment have any business dealings with or act for or provide services to or be employed by any customer or client who at any time during the period of 12 months prior to the termination of your employment has been a customer or client of the Company.

You shall not for a period of six months following the termination of your employment (either on your own behalf or for any other person, firm or company and whether directly or indirectly) approach any other employee of the Company who is at the termination of your employment employed as an employee or who has over 12 months continuous employment with the Company, with a view to encouraging him or her to leave the Company and/or employing him or her.

#### **Conflict of interest**

During your employment you will be expected to devote the whole of your working time and attention to the Company's business and to use your best endeavours to promote the Company's general interest.

If required to do so you must provide details of any relationships with any of the Company's customers or suppliers and comply with any reasonable instructions given to you by the Company on such relationships.

#### **Other terms and conditions of employment**

Any agreed amendments that materially alter the terms and conditions contained in your contract will be notified to you in writing and shall take precedence over the terms in this statement.

I have read, understood and am willing to abide by the terms and conditions laid down in the Employee Handbook and accept that they form an integral part of this Contract of Employment.

Issued by ..... F. BENNETT ..... (for Employer)  
Signed ..... [Signature] .....  
Date ..... 23/4/18 .....

Received by Nathan Winterburn ..... (Employee)  
Signed ..... [Signature] .....  
Date ..... 8.6.18 .....

