

# *EMPLOYMENT CONTRACT*

SAMPLE

*Employer Name:* \_\_\_\_\_

*SDS (Self-Directed Support) Option 1 - Contract Of Employment*

*(Revised 01/04/2023)*

## **CONTRACT OF EMPLOYMENT**

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**CONTRACT OF EMPLOYMENT**

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**This statement sets out particulars of the terms and conditions of employment, and is given to you in accordance with Section 1. of the Employment Rights Act 1996.**

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**I (The Employer): -**

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**Of (Address): -**

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**Am Employing You (The Employee): -**

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**Of (Address): -**

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**On: -**

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**Is this contract a continuation of existing employment with the employer?**

**Y**

**N**

**If so, when did employment begin? \_\_\_\_\_**

**1. JOB TITLE AND PLACE OF WORK**

1.1	You (the Employee) will be employed as a Carer/Personal Assistant. Your Job title will be Carer and/or Personal Assistant.
1.2	Your usual place of work will be at the home address of your employer, and when requested you may work away from the usual place of work, either accompanying the Employer, or independently on behalf of them.
1.3	The specific duties and responsibilities of your post are set out in attached ' <b>Job Description.</b> '
1.4	Your Employer may, from time to time, require you to carry out other duties with additional pay either on a temporary or permanent basis. Any additional duties will be discussed and agreed upon beforehand.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

**2. PROBATIONARY PERIOD**

2.1	There will be a probationary period of <b>8 WEEKS</b> . At the end of this period, the Employee and Employer will meet to review the position. If your performance is satisfactory and both are happy with the situation and arrangement, then your continued employment will be confirmed.
2.2	The Probationary period can be extended by the Employer at their discretion. Throughout the probationary period, the Employee's employment can be ended by either party by giving <b>24hrs notice</b>

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

**3. HOURS OF WORK**

3.1	Hours of work are based on a <b>4 WEEKLY ROTATION</b> The basic number of hours you will work are as follows:  Week 1 – _____ Hours      _____ Sleepover(s) Week 2 – _____ Hours      _____ Sleepover(s) Week 3 – _____ Hours      _____ Sleepover(s) Week 4 – _____ Hours      _____ Sleepover(s)  <b>OR</b>  0 hrs – Banking Staff <input type="checkbox"/>
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3.2	The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You may be required to work extra time including on weekends, bank holidays and to cover sickness according to your employer's needs.
3.3	The Employer will endeavour to give reasonable notice of at least one week, of any request for additional hours. For example, should the Employer require the Employee to accompany them on holiday, on a trip or to a meeting. In the event that you are unable to comply with the employer's request, he reserves the right to re-allocate your shift to another staff member who can fulfil this request.
3.4	Perth and Kinross Council is committed to promoting people's independence and wellbeing in the community. As part of this commitment, a Reablement Service may be introduced to support and maximise the Employer's personal choice and independence. As a result of reablement being introduced, it may be necessary to adjust your hours, subject to the "Working Time Regulations 1998." You may be required to work alongside reablement staff for a period of a few weeks to ensure that your employer is assisted to become as functionally able as possible.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

#### **4. RATE OF PAY**

4.1	Rates of pay will be: <b>£ 12.89</b> per hour <b>£ 65.92</b> per sleepover (if applicable)
4.2	The Employee will complete and submit a <b>4-weekly</b> timesheet of hours worked within a specified 4-weekly period. Timesheets must be submitted <b>by the date specified by the employer</b> at the end of each 4 weekly period to allow timesheets to be sent to accountants and wages to be calculated/processed. <b>Payment will be delayed until the following pay-date if the employee is late in submitting their timesheet, has not correctly completed their timesheet, or has not signed the timesheet before submission date.</b>
4.3	In submitting your timesheet, <b>you must ensure that all entries are complete and accurate</b> to prevent over/underpayment. If timesheets are shown to be repeatedly incorrect and/or inconsistent with your working hours, this may result in formal action. You, as the employee, are solely responsible for ensuring that your timesheet is an accurate reflection of the hours/shifts you have worked.

4.4	The employer may request, in addition to National Insurance and/or PAYE, deductions to be made to an employee's wages for any overpayments made, or sums that the employee may owe to the employer. This will include, but is not limited to, training costs, monies in respect of excess holiday entitlement, and the cost of repairing any damage or losses to the Employer or their property, which have been caused as a direct result of your actions.
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I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

### 5. LATENESS

5.1	If you anticipate that you will be more than 15 minutes late to your shift, you must advise the Employer as early as possible, and in the event <b>at least 30 minutes before the start of the shift.</b>
5.2	The Employer may deduct a proportionate amount from your claimed wages for unauthorised absence from your employment. Unauthorised absence does not include approved holidays, illness, injury or accident.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

### 6. HOLIDAY ENTITLEMENT

6.1	The employee is entitled to <b>5.6 working weeks holidays</b> in each financial year, (April 1 <sup>st</sup> – March 31 <sup>st</sup> ). Holidays accumulate <b>Pro Rata and are based on the average amount of hours worked throughout the year.</b> You may inquire about your holiday entitlement at any time by asking your employer, who can provide you with a current accurate calculation of what remaining holidays you have. <b>*Please be aware that holidays are calculated under the premise that the employee will work their agreed hours throughout the current financial year. If the employee works more than the agreed hours then the holiday entitlement may increase. If the employee does not meet the minimum agreed hours, they may decrease.</b>
6.2	The financial year is from April 1 <sup>st</sup> until March 31 <sup>st</sup> and you will be given every opportunity and prior notice to take your holidays during this period. <b>It is not permitted to carry over unused holidays into the next financial year. Employees are not entitled to any payment for any unused holidays.</b>

	<p>Should the employee be unable to take holidays for reasons outside of their/the employers control, exceptions <b>may</b> be made. This can be discussed with the employer if these circumstances should arise.</p> <p>If an employee begins work after April 1<sup>st</sup>, the employees' holiday entitlement will be <math>\frac{1}{12}</math>th of the total holiday entitlement, in respect of each whole month worked.</p>
6.3	<p>The employees' annual leave should be taken at times to be agreed with the employer, and only with the employer's prior consent.</p> <p>The employee is expected to give at least <b>4 weeks' notice of requesting leave</b>. The Employers consent is to be given before committing yourself to any bookings or alternative arrangements.</p> <p><b>Holidays must be requested in writing, by completing in a holiday request form 4 weeks in advance.</b> Your employer will endeavour to respond to this within 5 working days of receiving the request.</p>
6.4	<p><b>There are 5 public holidays that fall in the tax year. All staff will be notified of these dates prior to the start of the financial year.</b></p> <p>Bank/public holidays may be requested as annual leave, should one of your shifts fall on one of these dates.</p> <ul style="list-style-type: none"> <li>• <b>If you work a bank/public holiday, you will be paid double time.</b></li> <li>• If you do not work the bank holiday, it will be treated as a standard day off and you will not be paid.</li> <li>• If you have requested a holiday, you will be paid standard rate holiday pay.</li> </ul> <p>The hours which will be paid at double-time include <b>the morning of the public holiday</b> (following the sleepover which is claimed separately as it will be paid at normal rate), <b>the day of the public holiday, the evening of the public holiday and the sleepover for the night of the public holiday</b> (not including the morning of the following day).</p>
6.5	<p>From time to time, the Employer may attend a residential course, go on holiday, be admitted to hospital or respite, or for some other reason may not require the Employee's services. In such circumstances, <b>the Employer may request that the employee use their accrued holidays during this period.</b></p> <p>If all holiday entitlement has been used, <b>the Employer may request that employees take a period of unpaid leave, provided it does not exceed 4 weeks consecutively or 6 weeks cumulatively</b>, effective to the end of the employment, or to be treated as a breach of the employment.</p>
6.6	<p>The Employer may require one or two Employees (at employers' discretion) to accompany them on holiday to provide assistance,</p>

	<p>although there is no strict obligation upon an employee to do so. This will be individually negotiated.</p> <p>Please note that such an arrangement will not be taken out of the employees' holiday allowance, and the employee would be paid for any additional hours of work in accompanying the employer on holiday.</p> <p><b>There is a separate 'Holiday Agreement' form to be completed</b> which highlights the financials, rights and responsibilities of both employer and employees for the duration of the employers holiday.</p>
6.7	You may not take/request holidays for <b>more than 10 working days</b> without prior discussion and consent from employer.
6.8	<p>If an employee leaves the employment with outstanding holiday entitlement, they are entitled to be paid for the number of holiday hours/sleepovers left outstanding.</p> <p>Alternatively, the employer may require the employee to take any outstanding holiday entitlement during their notice period.</p> <p>If the employee leaves this employment, having taken more than their total holiday entitlement they have accrued up to the date of their leaving, then the employer reserves the right to make a deduction from any final payment to the employee in respect of the excess holiday pay they have received.</p>

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## **7. SHIFT COVER (NON-EMERGENCY)**

7.1	In the event the an employee wishes to have a shift covered or swapped, they must first inform the employer of their intentions. The employer may ask the circumstances surrounding the request, and reserves the right to refuse the request to swap/cover the shift, should they find it inconvenient for themselves/other staff.
7.2	<p><b>Only after approval from the employer</b>, should <b>you</b> seek cover for the shift by following the following steps: -</p> <ol style="list-style-type: none"> <li>1. <b>Inform all other colleagues</b> detailing the date, time and duration of the shift to be covered.</li> <li>2. It is <b>your</b> responsibility to then arrange with another staff member the appropriate cover/swap and respond to them in an appropriate and timely manner.</li> <li>3. When this has been arranged, <b>you must then inform the employer of the arrangements</b>, e.g. who will be covering your shift, and (if you have swapped) which day/shift you will be doing in return.</li> </ol>



7.3	If you have agreed to cover a shift (whether that be through a swap, holiday cover, or otherwise), <b>that shift is now allocated to you and must be treated as your own responsibility to attend on the agreed date and time.</b> Should you wish to have this covered or swapped you must follow the guidance set above for covering shifts.
7.4	<p><b>If your employer approves your request to reallocate your shift, you <u>MUST</u> find cover for the shift before making alternative plans. Under no circumstances should you take this time off without assuring someone else is taking your place, or leave your employer unsupported.</b></p> <p>It remains your responsibility to attend your shift if no one is able to cover for you.</p> <p>If you still cannot attend your shift then this will be considered as 'Unauthorised Absence' and you may face disciplinary action.</p>
7.5	In the event that a shift becomes available and you are able to offer partial cover (for example 2pm-6pm, but you are only available 2pm-5pm), your employer reserves the right to re-allocate the shift at any time, to another staff member who is able to offer full cover for the entirety of the shift.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **8. ABSENCE**

8.1	<p>If the employee is unable to come in to work due to illness, injury or emergency, then they must let the employer and other employees know as soon as possible so other arrangements can be made.</p> <p><b>The employee, or an agent acting on their behalf, should call/leave a message initially with the employer informing them of the circumstances.</b> After doing so they must inform the staff via message/group chat or the appropriate medium that is in place, so that other arrangements can be made.</p>
8.2	<p>The only payment for sick leave will be 'Statutory Sick Pay' according to the regulations.</p> <p><b><u>*Please note that in order to qualify for SSP from this employment, an employee must earn an average of at least £123 a week from this employer*</u></b></p>

	<p>SSP will be paid, provided the employee follows the appropriate procedure as follows:</p> <ol style="list-style-type: none"> <li>1. <b>Inform your employer as soon as you know that you will not be able to attend your shift</b>, and in any event <u>at least 30 minutes before the start of the shift</u>.</li> <li>2. <b>You will inform your colleagues</b> (via the appropriate medium that is in place), informing them that you are unable to attend your shift. This will allow other staff to arrange cover.</li> </ol> <p>If the employee is absent from work due to sickness for more than seven days, they will be required to provide a fit note/medical certificate signed off by a medical professional.</p> <p><b>The employer reserves the right to withhold further SSP, should they receive insufficient correspondence from the employee and no evidence of reasons behind their absence, after 30 days from the employees first absence.</b></p> <p>(Medical records and sick leave data are considered sensitive personal information and will be stored accordingly, they are therefore protected under the Data Protection Act 2018).</p> <p>For the purposes of the Statutory Sick Pay scheme, the agreed qualifying days are Monday through to Sunday.</p>
8.3	<p>An absence is classed as an “<b>Unauthorised Absence</b>” when:</p> <ul style="list-style-type: none"> <li>• The employee does not notify the employer before requesting cover for any of their shifts. (Even if cover can be found, <b>the absence must be initially authorised by the employer</b>, otherwise this is classed as an ‘unauthorised absence’)</li> <li>• The employee <b>has asked the employers permission to request cover for a shift, but has either been declined, or is unsuccessful in finding someone to cover</b>, and as a result they do not attend their shift.*see 7.4</li> <li>• The employee <b>does not show up to work and has not directly notified the employer, for any reason</b>, that they will not be able to attend.</li> <li>• The employee has <b>agreed to cover a shift for another person and then retracts their agreement</b> to cover said shift. *See 7.3</li> <li>• The employee refuses to work their shift, due to <b>reasons which are not related to illness, injury or emergency</b>.</li> <li>• The employee has taken extended leave (more than 10 days) <b>without sufficient communication, evidence or justification for this leave</b>.</li> </ul>

8.4	<p>If an employee suffers from any underlying health conditions which may impact the amount of leave they may take, they are encouraged to inform the employer of this, so adjustments and allowances might be made accordingly.</p> <p>They may be asked to provide a letter of fitness from a medical professional, at the employer's discretion.</p> <p>The employee must assume personal and financial responsibility for providing any requested supporting documents. This is considered sensitive personal information and will be stored accordingly, it is protected by the Data Protection Act 2018.</p>
8.5	<p>Employees are expected to have no more than <b>3 periods of sick leave or unauthorised absence in any twelve-month rolling period.</b></p> <p>If the employee has provided information which indicates they suffer from a health condition/underlying illness, these expectations may be revised with the employer. If an employee is afforded such allowances, this must be recorded in writing upon signing of this contract.</p>
8.6	<p>If an employee has more than 3 periods of sick leave or unauthorised absence within the 12-month rolling period, they may be called in for a meeting to discuss the circumstances surrounding these absences and if any accommodations can be made to maintain a positive working environment, and prevent further unauthorised absences.</p> <p>Further excessive unauthorised absence, without sufficient evidence, may result in disciplinary action, or dismissal should the employer deem the employee unreliable and/or unfit to continue working in their current role.</p>

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **9. NOTICE PERIOD**

9.1	<p>After an employee has successfully completed their probationary period, the employer must give them written notice to terminate their employment as follows: -</p> <ul style="list-style-type: none"> <li>• One week's notice if the employee has been continuously employed for up to two years.</li> <li>• A further one week's notice for every full year they have been employed (up to a maximum of twelve weeks' notice)</li> </ul>
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9.2	<p><b>Employees are required to give the employer a minimum of 4 weeks' notice in order to terminate their employment.</b> (This does not apply whilst on probation).</p> <p>If the employee would like to use accrued holiday entitlement during their 4 week's notice, this must first be requested and authorised by the employer. The employer reserves the right to refuse this request in the event it would cause undue hardship to themselves and/or other staff.</p> <p>Should an employee terminate their employment with immediate effect and refuse to work their notice period, causing the employer to experience hardship and/or incur staffing costs to cover this period, the employer is entitled to recover any costs from any final payment due to the employee breaching this contract and refusing to work. The employer would like the employee to be aware that they will also be unable to provide any future references for them due to a breach of this contract.</p>
9.3	<p>Nothing in this contract prevents the employer from terminating the employee's employment, summarily or otherwise, <b>in the event of any serious breach of terms and conditions of this contract, gross misconduct, or gross negligence by the employee.</b></p>
9.4	<p>The employer reserves the right in their absolute discretion to pay the employee basic salary in lieu of notice, instead of requesting that they work their notice period.</p>
9.5	<p>Employees may be entitled to redundancy payments if they have been continuously employed for at least 2 years and are dismissed <u>due to their role no longer being required.</u></p>

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **10.CONFIDENTIALITY AND SECURITY**

10.1	<p>SSSC (Scottish Social Services Council) Codes of practice are utilised within the workplace. <b>Employees and employers will adhere to these codes of practice in order to maintain an effective, safe, confidential working environment.</b></p> <p>A copy of the SSSC Codes of Practice can be provided to the employee upon request and a can also be found online at:  <a href="https://www.sssc.uk.com/knowledgebase/article/KA-02412/en-us"><u>https://www.sssc.uk.com/knowledgebase/article/KA-02412/en-us</u></a></p>
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10.2	The employee must respect the privacy of the employer and their family. Many problems can arise if sensitive information is given to others. The employee <b>must maintain a professional approach at all times, keep information gained in the course of the employment confidential and, specifically, should not discuss the employer's household and domestic circumstances with others, unless the employer has expressly given permission to do so.</b>
10.3	In the interest of confidentiality, safety and security, <b>it is mandatory that the employee attends work alone.</b> This is to respect the employer's dignity and confidentiality. It is also to prevent any hazardous or inconvenient occurrences whilst at work. The employer however may, at their discretion, invite others to their house and/or on outings during the employees working hours if they feel safe and comfortable enough to do so.
10.4	While confidentiality is imperative, relevant information sharing is vital. <b>If the person being cared for is being harmed, exploited or neglected, this must be reported to the relevant organisation(s)</b> so it can be monitored and further investigated.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

### **11.PENSIONS**

11.1	The law on workplace pensions states that every employer with at least one member of staff must automatically enrol those who are eligible into a workplace pension scheme and contribute towards it. Not all employees will be automatically enrolled into a pension scheme and not all workers will be entitled to request to join the scheme. However, all employers are required to have a 'Qualifying Pension Scheme' available to their employees.
11.2	It is the responsibility of the employer to ensure that they take all the necessary steps and produce all necessary reports and communications. In the event that the employer is unable to do this, the Self-Directed Support team can arrange with the payroll provider to help with individual needs and requirements, such as providing the Pension Regulator with the information they require to register the employee onto the scheme.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **12.COLLECTIVE AGREEMENTS (UNIONS)**

12.1	There are no collective agreements relevant to your employment. Should you wish to join a Union, you are entirely within your rights to do so.
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I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **13.DRIVING LICENCE**

13.1	It is preferable that the employee has a valid UK driving licence appropriate to the classes of vehicle that they may be required to drive in performing their duties as Personal Assistant.
13.2	If the employee drives their own vehicle, it is essential that they provide proof of <b>valid insurance which clearly states that they will be using their car for work purposes.</b> The responsibility for insuring and maintaining their own vehicle falls solely on the owner of said vehicle. A pre-agreed fuel allowance will be provided by employer when using employees car for work outings.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

## **14.GRIEVANCE PROCEDURES**

14.1	If the employee would like to raise a grievance, they must first set out the grievance <b>in writing and produce a copy for the employer.</b>
14.2	The employee will be invited to at least one meeting to discuss the grievance. All reasonable steps must be taken to ensure that they attend the meeting. After the meeting, the employer will, depending on the outcome, arrange another meeting at a later date to allow time to gather more information/evidence, or decide in response to the grievance and notify the employee of this. they will also be informed of the right to appeal this decision if they are unsatisfied with the outcome.
14.3	If the employee wishes to appeal the decision, they <b>must submit this appeal in writing to the employer within 10 working days of receiving the decision</b> and include reasons why they believe the initial decision was unfair or unsatisfactory. The employee will then be invited to a further meeting which they must take all reasonable steps to attend. After this meeting, the employer will contact the employee and inform them of the final decision.

	<p>This is in accordance with the ACAS Code of Practice on Disciplinary and Grievance procedures, which can be found at:  <a href="https://www.acas.org.uk/grievance-procedure-step-by-step"><u>https://www.acas.org.uk/grievance-procedure-step-by-step.</u></a></p>
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I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

**15. DISCIPLINARY PROCEDURES**

15.1	<p>Disciplinary procedures within your employment are underpinned by ACAS Code of Practice on Disciplinary and Grievance procedures. These can be found at:  <a href="https://www.acas.org.uk/disciplinary-procedure-step-by-step"><u>https://www.acas.org.uk/disciplinary-procedure-step-by-step.</u></a></p>
15.2	<p>Where possible, the employer will attempt to resolve any issues informally without the need for disciplinary procedure. However, repeated misconduct, failure to address concerns that have been raised, or adhere to the terms set out in this contract will result in formal action.</p>
15.3	<p>Where disciplinary action is deemed necessary by the employer, the employee will be contacted privately and asked to attend a meeting to discuss the alleged misconduct and/or performance issues. This meeting will be attended by the employer and a representative on behalf of the employer.          The employee will be issued in advance of this meeting, a letter outlining the nature of the meeting, what will be discussed and possible outcomes.          The employee has the right to be accompanied to any meetings by a 'relevant person'. This can include, but is not limited to, a work colleague, a union representative, or a significant other.</p>
15.4	<p>The outcomes can be as follows:</p> <ol style="list-style-type: none"> <li>1. No action taken - the conduct/occurrence(s) have been deemed insufficient for any action to be taken, in which case the employee will be allowed to return to work as normal.</li> <li>2. The employee may be issued with an informal (verbal) warning, in which case the occurrence and the warning will be recorded and held temporarily (for 12 months) in the employees file. The employee will then be able to return to work as normal, however the employer will be mindful of further misconduct in relation to the highlighted concerns.</li> <li>3. The employee may receive a formal written warning which will highlight the misconduct, improvements to be made, what</li> </ol>

	could happen if changes are not made and further misconduct were to occur, and any support or training which will be offered upon the employees return to work.
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I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

**16.SUSPENSION**

16.1	The employer reserves the right to <b>suspend any employee from work on full pay, so that they can investigate</b> any disciplinary matter involving the employee(s).
16.2	The employer reserves the right to <b>impose disciplinary suspension without pay to the maximum of one week</b> as a disciplinary sanction.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE

**17.GROSS MISCONDUCT**

17.1	<p><b>Gross Misconduct will result in a dismissal with immediate effect.</b> Should an employee demonstrate gross misconduct towards another person this will be considered as <b>grounds for immediate dismissal.</b> Employers and employees are protected from the following acts, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Physical violence or bullying</li> <li>• Damage to property</li> <li>• Theft or fraud</li> <li>• Serious breach of confidence</li> <li>• Misuse of confidential information</li> <li>• Serious breach of health and safety regulations</li> <li>• Serious insubordination</li> <li>• Discrimination and/or harassment</li> <li>• Bringing organisation or employer into serious disrepute</li> <li>• Offering or accepting bribes</li> <li>• Causing loss, damage or injury through serious negligence</li> <li>• Demonstrated incapability at work due to drug or alcohol use</li> <li>• Any behaviour considered illegal or flouting the law</li> </ul>
17.2	The employer reserves the right to <b>dismiss employee on the grounds of gross misconduct with immediate effect, without notice</b> and (should the employee wish to challenge this decision) hold a hearing at a later date.

I HAVE READ AND AGREE TO ADHERE TO THE ABOVE



**STATEMENT OF UNDERSTANDING**

I (the Employee) have read the above contract, and the conditions of my employment with my Employer. I understand and agree to abide by them.

Employees' Name:	
Employees' Signature:	
Date Signed:	

Employers' Name:	
Employers' Signature:	
Date Signed:	

If Employer is unable to sign themselves, please complete the following:

Name of Employers' Representative:	
Relationship to Employer:	
Representatives' Signature:	
Date Signed:	