



Phoenix

SPECIALIST TESTING PARTNERS

Phoenix Materials Testing Ltd
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PRIVATE & CONFIDENTIAL

7 December 2018

Mr Iyalla John Alamina
14 Milford Court
Milford Street
Huddersfield
HD1 3DY

Dear John

CONTRACT OF EMPLOYMENT

This is the principal statement of the main terms and conditions of employment which is given to Iyalla John Alamina by your employer, Phoenix Materials Testing Ltd (the 'Company') whose registered office is at Suite 1.02, Grosvenor House, Central Park, Telford, TF2 9TW. The contract should be read in conjunction with the Company Handbook (a copy of which will be made available to you).

1. Employment

Your employment with the Company will commence with immediate effect and is for a fixed term period ending on 31 December 2018.

Your period of continuous employment for the purposes of your statutory employment rights also begins with immediately effect and is based on working a maximum of 20 hours per week until the end of December 2018 when your PHD course at the University of Huddersfield ends.

Once you have completed your course with the University, we will review with you the hours you are allowed to work in line with your work permit.

Your employment with any previous employer does not count as part of your continuous period of employment with the Company.

2. Job Title

You are employed as an Electronics Design Engineer. You are required to report to the Electronics Design Manager.

To ensure the Company's success and continuity of employment, you may be asked to carry out alternative duties. Providing such requests are reasonable, and within your capabilities, you will be expected to comply.

3. Place of Work

Your place of work is at Unit 8, Fens Pool Avenue, Wallows Industrial Estate, Brierley Hill, West Midlands DY5 1QA.

The Company may, from time to time, at its complete discretion require you to perform your duties at another place or places but you shall be given reasonable notice of any relocation and may be given financial assistance on such terms as is appropriate in the circumstances.

4. Rate of Pay

You will be paid at a rate of £16.00 per hour which is payable monthly in arrears by direct transfer to your nominated Bank account on the 26th calendar day each month.

5. Probationary Period

The first 3 months of your employment will be a probationary period, during which time your employment may be terminated by 1 weeks' notice for reasons such as if work is unsatisfactory (with the exception Gross Misconduct disciplinary matters).

The Company reserves the right to extend the probationary period (by a maximum of 6 months) if it considers it appropriate to do so. You will be notified in writing if your probationary period has been satisfactorily completed following a formal appraisal of your employment to date.

6. Hours of Work

Normal hours of work fall between 07.30 to 16.30. The number of hours worked each week must be in line with your Visa.

You may take a 30-minute unpaid lunch break per day.

The Directors have the right to make final decisions on hours of work. The appropriate notice periods will be given for any changes in working times.

For the purposes of the Working Time Regulations 1998, it is not intended that you will be required to work an average in excess of 48 hours per week. However, the company may require you to do so for operational requirements.

7. Holidays

As this is a fixed term contract ending on 31 December 2018 there is no holiday entitlement other than the 25th and 26th December, which are statutory bank holidays.

The Company's holiday year runs from 1st January to 31st December.

8. Sickness

If you are unable to attend work due to sickness or injury or any other reason you must notify your line manager as soon as is reasonably practical and in any event before 8.30am on the first day you are unable to attend work. Except in exceptional circumstances email, text message and voice mail are not acceptable ways of informing the company of your illness. On return from sickness you must attend a return to work interview. Any unauthorised absence will be regarded as a disciplinary matter.

During the probationary period any illness will be subject to Statutory sick pay only.

Following successful completion of the probationary period, subject to eligibility rules and the discretion of the directors, sick pay entitlement is full salary for a period of 3 days in any 12 months rolling period, thereafter, Statutory Sick Pay will be paid.

9. Termination

During this fixed term temporary contract the notice period is one week by either party.

The Company reserves the right to terminate your employment without notice if you have committed gross misconduct.

The organisation may, at its absolute discretion, require you not to attend your place of work for the duration of your notice period and may, at its discretion, relieve you of some or all of your contractual duties during that period. However, during such periods you remain bound by the terms and conditions of your employment.

a. Restrictive Covenants

Following the termination of your employment, you shall not:

- use or disclose any confidential information relating to the business, its employees or financial affairs of the organisation to any person, firm, organisation or other body so long as the information remains confidential
- for a period of 6 months solicit (or deal) with any person, firm or organisation who was, within the period 12 months prior to the termination of your employment, a customer or supplier of Phoenix Materials Testing Ltd provided that this restriction shall only apply to customers or suppliers with whom you have had personal dealings or direct management responsibilities
- for a period of 6 months endeavour to entice away from Phoenix Materials Testing Ltd any employee of the organisation who was employed by the organisation at the time of the termination of your employment provided that this restriction shall only apply to employees with whom you have worked or managed in the last 12 months of your employment.

10. Confidentiality

The contractual relationship between the Company and its employees is founded on mutual trust and confidence. Any breach of this trust and confidence by an employee, such as the unauthorised disclosure to a third party of confidential information about matters connected with the business and or its customers, may render an employee liable to disciplinary action, and/or civil proceedings to restrain the employee from disclosing the information to a third party, or from making personal use of it without authority from a senior manager, or for damages if loss to the company results from an unauthorised disclosure.

All confidential records, documents and other papers, together with any copies or extracts thereof, made or acquired by you in the course of your employment shall be the property of the Company on the termination of your employment.

11. Disciplinary Procedure

The Company's disciplinary rules are set out in the Company Handbook available from your Line Manager. If you are dissatisfied with any disciplinary action taken against you, you will have the right to appeal. During probationary period the disciplinary procedure does not apply in full. Please refer to the Company Handbook.

12. Health and Safety

Your employer has a Health & Safety at Work policy under which you have obligations. This policy may be changed as necessary and any changes will be notified to you. Following such a change you are obliged to comply with the relevant revised policy.

Any breach or non-observance of the Health & Safety at Work policy will constitute a disciplinary offence and could lead to dismissal.

13. Commitment to the Employer

You are expected to devote your whole time and attention to the best interests of your employer during your working hours. You must not work for another employer or carry out

work on any other basis during the term of this contract whether in or out of your normal working hours, without your employer's written permission.

You must observe the company rules and procedures. These are contained in this Contract, and the Company Handbook and also in manuals or memos or directives issued by your employer from time to time. You must also follow lawful instructions and orders from your employer. Failure to do so may lead to disciplinary actions and even to the termination of your employment.

14. Training

You must undertake any reasonable requests for training, which your employer requires you to undertake. This may take place within your normal working hours but may also be outside your normal working hours at a location away from your normal place of work.

If you embark on any form of training in which Phoenix Materials Testing Ltd has paid a direct fee, upon termination of employment, if within 12 months of the start date of training, then this sum may be deducted from any monies due to you on termination of your employment

15. Smoking

The Company has a strict policy relating to smoking. This policy complies with legislation introduced by the Government on 1 July 2007. Please refer to the smoking policy for details.

16. Asylum and Immigration Act 1996

To ensure compliance with this act we require confirmation that it is lawful for you to be employed within the UK. We will require you to produce the original of any of the following documents during the first week of your employment: your passport, birth certificate, registration of naturalization certificate or any other relevant correspondence from the Home Office. This procedure is a condition of employment for all new employees. Proof of eligibility to work i.e. Permit; Worker Registration Scheme Certification is also required.

17. Layoff and Short time Working

The organisation shall have the right to lay you off without pay or require you to work for a short time with a proportionate reduction in pay for an indefinite period, if, for any reason, there is a shortage of work or if normal working is prevented for any reason beyond the organisation's control.

In the event of employees being laid off or placed on short-time working under this provision, the organisation will review the position every 2 weeks, and will inform the affected employees of the result of the review in writing.

18. Applicable Law

This agreement shall be governed by and construed in accordance with English law.

To confirm your acceptance of these terms of employment you should ensure you sign both copies of this document. One copy is to be returned to your Manager, we recommend you retain the other copy in a safe place

Yours sincerely

Sam Shevyn
Operations Manager

I agree to the terms and conditions of this statements (and the Company Handbook) and understand that this statement constitutes my contract of employment with the Company.

Signed..... Date

Print Name.....