Ethiks Site Services Ltd



Statement of Main Terms of Employment

for

Gordon Joubert

12 Month Fixed Term

Statement of Main Terms of Employment

This Statement dated 5th April 2022 sets out the particulars of main terms of employment under which Ethiks Site Services Ltd (the employer referred to as 'the Company') whose address is Unit 15 Doncaster Business Innovation Centre, Ten Pound Walk, Doncaster, England, DN4 5HX employs Steve Purcell (referred to as 'employee', 'you', 'your' etc.).

Any changes or amendments to these terms will be confirmed in writing within one month of them occurring.

# Agreements in Force

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

# Job Title

You are employed as Construction Trade Supervisor Trainee

The Company reserves the right to require you to perform other duties from time to time, which may include work in other departments, and it is a condition of your employment that you are prepared to do this.

# Commencement Date

Your employment with the Company under this contract will commence on the 1st June 2022

# Probationary Period

The first 3 months of your employment are served as a probationary period. During this period your work performance and general suitability will be assessed. Receipt of written confirmation will signify that your probationary period has been successfully passed. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either extend your probationary period or terminate your employment at any time.

We reserve the right not to apply our full capability and disciplinary procedures during your probationary period.

# Permission to Work in the UK

Where you have a time limit on your right to work in the UK and you provided documents to the Company for your initial pre-employment check from List B, the Company will undertake a follow up check.  This with either be a manual right to work check or the online right to work check where applicable.

If you have a current or pending application or appeal you must:

* keep the Company up to date with any current or pending immigration application or appeal;
* provide the Company with copies of correspondence from the Home Office relating to applications or appeals such as acknowledgement letters or invitations for a Positive Verification Notice;
* provide the Company with a copy of your Application Registration Card or other such document provided;
* inform the Company on a regular basis if your application or appeal is not completed.

The Company may also contact the Employer Checking Service regarding your immigration status.

During this process, you may be placed on a period of suspension, during which you are not permitted to work for the Company, pending production of evidence of your permission to remain in the UK. This period of suspension will be unpaid.

# Ability to Drive

Your employment with the Company is conditional upon you having a valid driving licence appropriate to the vehicle concerned. You will be required to comply with the Company’s driving licence check process as and when requested, to enable the Company to check the details of your driver record held by the DVLA.

You must inform the Company immediately if you lose your licence, have a medical condition, are taking medication that may affect your ability to drive, or of any other reason affecting your ability to drive.

# Place of Work

You are required to travel and work at various locations and sites as determined by the needs of the business.

# Working Abroad

You may be required on occasions to work outside of the United Kingdom, in which event further information will be given to you at the time.

# Pay

Your salary will be paid at the rate of £50,000.00 per annum by Bank Transfer at monthly intervals in arrears on 15th Day of every Month

The Company has the right to deduct from your pay, or otherwise to require repayment by other means, any sum which you owe to the Company including, without limitation, any overpayment of pay or expenses, loans made to you by the Company, or any other item identified in this Statement and/or the Employee Handbook as being repayable by you to the Company.

If you arrive late for work, an amount equivalent to the number of minutes’ lateness will be deducted from your pay.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, the duration of any such period will be without pay.

The Company will ensure its compliance with the law on the National Minimum Wage and the National Living Wage at all times.

# Hours of Work

Your normal hours of work are 50 hours per week. However, subject to the provisions of the Working Time Regulations 1998 (as amended), the actual times of work will vary according to the needs of the business and may involve evening and weekend working.

You are required to work on Monday to Friday. You are not expected to work for more than 16 hours on any given week day, nor outside the hours of 12:00am and 11:59pm, or 6 days in any calendar week.

If you are required to work during the weekend, you will be informed a day in advance although there may be times where you will be given shorter notice.

Weekend working comprises working between the hours of 8:00am and 5:00pm on a Saturday for a day shift and between the hours of 4:00pm on Saturday afternoon and 6am on a Sunday morning for the evening shift although you will not be expected to work for more than 16 hours on any weekend day or night.

In addition, you may be required to travel to and/or from a work location other than your normal place of work, outside these hours. You may be entitled to payment for these additional hours at your normal rate of pay.

You are entitled to a paid break of one hour each day.

You are not required to work overtime; however, you may wish to make yourself available to work additional hours outside your normal hours of work as offered from time to time by the business. You perform these hours on a purely voluntary basis. All additional hours must be authorised by Management where payment is due.

Holiday Entitlement

The holiday runs from 1st January to 31st December.

Your annual holiday entitlement is 28 days in the complete holiday year inclusive of public and bank holidays. The procedure to follow for booking holidays is set out in the Employee Handbook.

Your annual holiday entitlement is pro-rata to the entitlement for full-time employees of 28 days in the complete holiday year inclusive of public and bank holidays. The procedure to follow for booking holidays is set out in the Employee Handbook.

You are usually entitled to take leave on the following bank and public holidays, or alternative days as decided by us. If you work part-time, these will be pro-rata:

* New Year's Day
* Good Friday
* Easter Monday
* May Day Bank Holiday Monday
* Spring Bank Holiday Monday
* Late Summer Bank Holiday Monday
* Christmas Day
* Boxing Day

Given the nature of the business, it will sometimes be necessary for you to work on bank and public holidays, and you will receive payment at your normal rate of pay or Time off in Lieu for those hours worked.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

Payment for holidays will be calculated on the basis of your average remuneration over the 52 paid weeks immediately prior to the holiday. For this purpose, a “paid week” is a week in relation to which some remuneration was paid to you by the Company.

1. For the first 4 weeks' holiday in each holiday year calculation of this average will include reference to remuneration received for any overtime worked in the 52 paid weeks
2. For any additional holiday taken in each holiday year calculation of this average will exclude reference to remuneration received for any overtime worked in the 52 paid weeks, save for remuneration relating to overtime guaranteed by your Statement.

The remuneration calculated as per paragraph 1 above is only payable for 4 weeks’ holiday in each holiday year.

Payment for bank and public holidays will not be made unless both the working day preceding and following the holiday have been worked except where those days have been authorised.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, any accrued but unused holiday entitlement over and above the statutory minimum holiday entitlement will not be paid.

# Other Paid Leave Entitlement

You may take the following types of paid leave subject to any qualifying criteria and notification requirements which may apply:

1. Maternity, paternity, adoption and shared parental leave with pay in line with statutory entitlements in place from time to time.
2. Parental bereavement leave with pay in line with statutory entitlements in place from time to time.
3. Bereavement leave, the length of which will be determined in an individual basis and paid at the discretion of the company.

The details included at iii above do not form part of your contract of employment and may be amended or withdrawn at any time.

# Company Benefits

In addition to those mentioned elsewhere in this document, your position means you are entitled to the following benefits from the Company:

1. A Company car or vehicle with private fuel, after the probation period
2. An Employee Assistance Programme
3. Free uniform
4. Company mobile telephone, after the probation period
5. Fuel cards
6. Reimbursement of work expenses

Details relating to the above benefits are shown separately.

The details included above do not form part of your contract of employment and may be amended or withdrawn at any time.

# Training Entitlement

At the commencement of your employment, you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

You are also required to undertake the following specific training courses:

NVQ6 Senior Construction Management

SMSTS

First Aid at Work

IPAF

PASMA

The cost of this mandatory training is subject to an agreement which requires repayment by you to the Company of the cost of the training on a sliding scale in the event of the termination of your employment within a specific time limit after commencing the training.

No further training entitlement is offered by the Company.

# Sickness Absence

We appreciate that, from time to time, you may be unable to attend work due to sickness. Payment for periods of absence from work due to any sickness you may have is detailed below. The conditions relating to and the procedure you must follow in the event of periods of absence from work due to sickness are set out in the Employee Handbook.

# Sick Pay

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay (SSP) scheme where applicable.

# Pension

The Company operates a pension scheme that meets the requirements of automatic enrolment and into which you will be enrolled subject to meeting the requirements of the scheme.

Further details (including the right to opt-out) are available from Directors. If you do opt-out we may periodically enrol you into the scheme as required by legislation, but we will contact you with the details at that time

# Notice

After 1 month’s service you are required to give the Company 1 week’s notice to terminate your employment.

You are entitled to receive the following periods of notice from the Company to terminate your employment:

* Over 1 month but under 2 years' continuous service - 1 week
* Over 2 years' continuous service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years

By mutual agreement, these notice periods may be waived.

The Company has the right to terminate your employment without notice or payment in lieu of notice in the case of gross misconduct.

# Disciplinary Rules and Procedure

The Company's rules and the disciplinary procedure are shown in the Employee Handbook. It is your responsibility to familiarise yourself with these.

# Appeal Procedure

If you are dissatisfied with any disciplinary decision taken against you, you have the right to appeal which should be sent to an alternative Director. Further details of the appeal procedure are set out in the Employee Handbook.

# Reinstatement and Re-engagement

If you have been dismissed by the Company and you appeal successfully against the Company’s decision to dismiss you, the period between the date of the dismissal and the date of your reinstatement or re-engagement will be treated as a period of suspension without pay, except for any period of notice which may have been paid following the dismissal. If you are reinstated to your original job within the Company or re-engaged to a different job within the Company, your continuity of employment with the Company will be preserved.

# Grievance Procedure

If you wish to raise any grievance relating to your employment, you should do so with a Director. Further details of the grievance procedure are set out in the Employee Handbook.

# Exclusion of Third Party Rights

This Statement does not create any right enforceable by any person not a party to it.

# Data Protection

The Company has developed guidelines, which are set out in the Employee Handbook, for the processing of personal data to meet the requirements of current legislation. The Company may change these guidelines at any time at its discretion. The Company will keep personal information on you and disclose such information when required in accordance with the Employee Handbook. The Company’s Privacy Notice for Employees contains more information on the types of personal data we keep on you, why we keep it and the lawful basis that applies to our processing activities.

# Declaration

I acknowledge receipt of this Statement and confirm that I have read the Statement and the Employee Handbook, which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations 1998 (as amended), I agree that the holiday section of this Statement will be held to be a "relevant agreement".

I understand that the Employee Handbook is kept electronically.

Signed by the Employee:

Name (Print):

Date:

Signed on behalf of the Company:

Name (Print):

Date: