

<<Company Name>>

# Terms and Conditions of Shift Work

Employment Contract

<<Employee Name>>

<<Date>>

This document contains the main terms of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

This document contains the main terms of employment which govern your service with the Company. [You are also subject to the terms contained in the letter offering you employment (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]



# TERMS AND CONDITIONS

## BETWEEN

- (1) <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose principal place of business is at <<Address>> (hereinafter referred to as “we”, “us” or “our”)
- (2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

## IT IS AGREED as follows:

### 1. General

The following terms and conditions shall apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations (Amendment) Regulations 2009 as amended or replaced or enacted at the relevant time.

### 2. Duties and Job Title

You are employed as a << >>. You will be responsible to << >>. Your duties are [[<<brief summary of duties and responsibilities>>](#) to Description]

### 3. Date of Commencement/Continuity of Employment

- 3.1 Your period of continuous employment with us begins on <<Full Date>>.
- 3.2 [[No employment with us prior to <<Full Date>> counts as part of your period of continuous employment with us.](#)]
- OR**
- [[Your employment with us as an employee of <<us employer>> which began on <<Date>> will count as part of your period of employment with us.](#)]
- 3.3 These Terms and Conditions shall not annul any previous agreement in writing or otherwise made at any time.
- 3.4 The first <<number>> months of your employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and, if found satisfactory, your employment will be confirmed. The probationary period may be extended at the discretion of us in our sole discretion. During the probationary period, the full disciplinary procedure will not apply.

### 4. Hours of work / Shift Work

- 4.1 The Company needs you to work <<4 hour>> <<seven day a week>> on a << >> basis [[in order to maintain the Company's machinery](#)] [[due to the nature of the manufacturing process](#)] [[to the nature of its business](#)] [[to serve the Company's customers](#)].
- 4.2 You will be required to work << >> hours of work per week which means that you do not have

S

- 4.3 You will be required to work <<hours per week/month>>. The Company will not require you to work, via < e.g. shift work schedule >
- 4.4 You will be notified <<in advance>> of any shifts you are required to take a break whilst you are working. You will be entitled to <<number>> break[s] in any << >> hour shift.
- 4.5 Your working hours shall be <<number>> shifts per week, with each shift lasting at least << >> hours.
- 4.6 In the event that you are required to work night shifts you will receive a free medical assessment before you start night work, and every 3 months thereafter, for as long as you are working night shifts.
- 4.7 Your <<specify job title>> shall be for drawing up your shift rosters in line with the Company's requirements.
- 4.8 You are permitted to request to swap shifts with another employee subject to the prior consent of your manager. Shift swaps must be cleared in advance and allowed to exchange shifts with <<number>> other employees <<number of times>> in any given month. Shift swaps must be clearly documented and a copy of the shift rota, which is displayed at <<state location>>, and all shifts must be worked within <<number>> month of the swap.
- 4.9 Requests to alter shift patterns by you or the Company must be on <<number>> days notice and at least << >> [hours/days] in advance.
- 4.10 The Company may require you to work outside your normal working hours. Overtime may be required although the Company will try to avoid this.
- 4.11 The Company reserves the right to change the shift pattern at any time, according to business requirements. The Company will give you reasonable notice of any such changes to the shift pattern.

A

M

P

## 5. Place of Work

- 5.1 Your place of work shall be <<address>> but you may be required to work from time to time both inside and outside the <<state country and duration>> to perform your responsibilities and duties at such other locations in the United Kingdom as the Company may reasonably request.
- 5.2 You may be required to work <<state location>> [and overseas] on the Company's business.

## 6. Work outside the UK

- 6.1 You are required to work <<state country and duration>>.
- 6.2 You will be paid <<state additional payments and benefits>>.]
- 6.3 You will also receive <<state additional payments and benefits>>.]

## 7. Remuneration and Benefits

- 7.1 Your rate of pay shall be as set out in the Offer Letter and is payable

E

S

[monthly/weekly] or  
date within that month

day of each month, or such other  
date to be notified.

7.2 [At the Company's  
<<month>>. You shall  
in a pay increase.  
been given by either

your pay will be reviewed annually in  
your pay review will not necessarily result  
of your rate of pay after notice has  
been given by either

7.3 When you are required  
<< >> hours per shift

work overtime it will be limited to  
<< >> hours at overtime rates of pay>>.

7.4 The Company is authorized

to deduct amounts due to it from your salary.

7.5 [You will be entitled  
to health insurance/details of

health insurance/ permanent health  
insurance details of >.

7.6 Your entitlement to  
OR after the satisfactory

probationary period <<state e.g. on your first day  
of probationary period>>.

7.7 The organisation reserves  
the right to vary your entitlement to

your entitlement to

M

## 8. Holidays

8.1 You are entitled to  
entitlement of 20 days  
added. This does not  
employer's discretion  
bank and public holidays

includes the statutory minimum holiday  
entitlement. Public and bank holidays have been  
included in the holiday entitlement, which may be given at the  
end of the complete calendar year, including

8.2 The holiday year commences

and finishes on << >> each year.

8.3 If your employment terminates  
your holiday entitlement

pro-rata to the part way through the holiday year,  
accordingly.

8.4 If, on termination of

8.4.1 You have exceeded  
your holiday entitlement,  
will deduct a pro-rated  
holiday entitlement from  
your pay on the basis of <<specify  
the calculation>>.

On termination of holiday entitlement, the Company  
may deduct any holiday taken in excess of your  
entitlement from the basis of <<specify  
the calculation>>. The Company to make a deduction

8.4.2 You have exceeded  
your holiday entitlement,  
in the Company's discretion,  
may make a payment

on termination of holiday entitlement, the Company  
may, at its discretion, make a payment for the  
excess holiday during your notice period or  
at the end of your holiday entitlement.

8.5 Holidays must be taken  
with the approval of proposed  
approval of proposed  
will not be allowed  
Company's discretion  
approval has been taken

to the Company. You must obtain  
approval from <<specify job title>>. You  
may not take more than <<specify number>>  
weeks at any one time, save at the  
end of the year. Bank holidays until your request for

8.6 All holiday must be  
taken within the period  
circumstances you  
entitlement to the  
holiday may not be

within the period in which it is accrued. In exceptional  
circumstances you may be granted up to << 5 >> days untaken holiday  
entitlement, which applies for one year only, and  
does not carry over into the subsequent holiday year.

E

S

8.7 If you are sick or injured, the Company will allow you to transfer to sick leave or annual holiday at a later date. This is strictly subject to the availability of such leave.

8.7.1 You must contact your line manager >> in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury.

8.7.2 The full period of absence due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and you must provide a copy of the certificate to the Company.

8.7.3 Within <<e.g. 5 working days>> of returning to work, you must confirm in writing how your absence was affected by sickness or injury and the amount of holiday you will take at another time. This written notification must include your job title>>.

**9. Other paid leave**

9.1 Any maternity, paternity, bereavement leave or parental leave will be paid at the statutory rate of pay>>.

9.2 The Company also provides details of other paid non-statutory leave>>.]

9.3 Please see the Company Handbook for further information.

**10. Training**

10.1 You will be required to attend training in respect of: << state e.g. health and safety>>.

10.2 You may be required to attend training at the Company's discretion and will be paid your normal rate of pay for any compulsory training.

10.3 You will not be paid for any voluntary training: <<give details>>.

**11. Sickness Absence**

11.1 In the event of your absence you should contact <<specify contact details>> at the earliest opportunity on the first day of the absence to inform the Company as soon as possible of the reason for absence. You must inform the Company as soon as you know of any change in the date of your expected return to work.

11.2 A self-certification form will be required for absences of up to seven days. The form will be available on the Company's intranet.

11.3 For periods of sickness absence exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') / Medical Certificate to your line manager. The Fit Note / Medical Certificate must be issued by a medical practitioner <<specify job title>>. A new Fit Note / Medical Certificate must be provided periodically as required by the Company.

11.4 EITHER - When the employee is on sick leave, they are entitled to sick pay; employee will only receive SSP unless they are on a contract of part-time employment. [If you are absent for a period of more than 7 consecutive days, you are entitled to SSP if you are on a contract of full-time employment, provided that you have met the conditions for SSP.]

A

M

P

L

E

S

requirements above  
days' are <<state d  
to payment in respe  
such payments are

SSP scheme the 'qualifying  
>>]. There is no contractual right  
due to sickness or incapacity. Any  
company.]

**OR – When the co  
clause:-**

**Company sick pay scheme, use this**

[If you are absent th  
the requirements ab  
maximum of << >>  
normal basic salary  
accordance with the

capacity, and you have complied with  
Company sick pay, for up to a  
ar. Company sick pay is equal to  
ive Statutory Sick Pay in

11.5 The Company has t  
for absences. Such

record absence levels and reasons  
confidential.

11.6 The Company ma  
medical practitioner  
you agree to autho  
detailing the results  
the Company. The  
Such an examinatio  
reasonable to do so

go a medical examination by a  
y stage of your employment, and  
itioner to prepare a medical report  
ch you agree may be disclosed to  
cost of such medical examination.  
ed by the Company where it is

**12. Maternity and Paternity R**

The Company will comply  
paternity rights and rights  
policies in this regard are a

ons with respect to maternity and  
for dependants. The Company's  
<<specify job title>>.

**13. Termination of employe**

13.1 Your contract of em  
**Notice to be given by the**

by written notice as follows:

Length of continuous ser	Period of notice
From 1 month up to 2 years	
From 2 years up to 12 year	one additional week for s year of employment in ears
12 or more years	

Length of continuous ser	Period of notice
From 1 month up to 2 years	
From 2 years up to 12 year	one additional week for s year of employment in ears
12 or more years	

**Notice to be given to the**

Length of continuous ser	Period of notice
Less than one month	
One month onwards	

Length of continuous ser	Period of notice
Less than one month	
One month onwards	

A

M

P

L

E

S

13.2 We reserve the right to terminate your employment without notice.

option to pay you salary in lieu of

13.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise if you have committed a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

from terminating your employment summarily or otherwise if you have committed a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

**14. Pension**

[The designated pension scheme is <<specify pension scheme>> where e.g. Staff handbook will make a contribution to <<state %>> of your salary]

Details can be found in <<State specify job title>>.[The Company will contribute <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

OR

[If you are eligible, the Company will contribute to your pension in accordance with the Company's policy]

will contribute to your pension in accordance with the Company's policy and will introduce you into a pension scheme, in accordance with the Company's policy and its pension obligations.

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level. If you do not want to join the scheme, you agree to contribute to the worker pension contribution scheme.

Full details of the scheme, including the minimum contribution level, will be provided to you when you are enrolled, including the minimum contribution level. If you do not want to join the scheme, you agree to contribute to the worker pension contribution scheme.

The scheme is subject to change and the Company may replace the scheme at any time.

The scheme is subject to change and the Company may replace the scheme at any time.]

**15. Retirement**

The Company does not operate a compulsory retirement scheme and you will not be compulsorily retired on reaching a certain age. You may retire voluntarily at any time, provided you have given the Company the required period of notice to terminate your employment.

operate a compulsory retirement scheme and you will not be compulsorily retired on reaching a certain age and therefore you will not be compulsorily retired on reaching a certain age. However, you can choose to retire voluntarily at any time, provided you have given the Company the required period of notice to terminate your employment.

**16. Collective Agreements**

[There are no collective agreements in force for your employment.]

There are no collective agreements in force for your employment.]

OR

[Your employment is subject to the <<specify relevant collective agreement>>]

is subject to the <<specify relevant collective agreement <<specify relevant collective agreement>>]

**17. Grievance Procedure**

The formal Grievance Procedure is set out in the attached Grievance Procedure. This policy does not form part of your conditions of employment.

The formal Grievance Procedure is set out in the attached Grievance Procedure. This policy does not form part of your conditions of employment.

**18. Disciplinary Procedure**

The disciplinary rules apply to you and are set out in the attached Disciplinary Rules and Procedure. This policy does not form part of your conditions of employment.

The disciplinary rules apply to you and are set out in the attached Disciplinary Rules and Procedure. This policy does not form part of your conditions of employment.

A

M

P

L

E

S

**19. Staff Handbook and Emp**

All Staff have a duty to ad  
force, including but not ex  
Sickness and Absence and

other policies from time to time in  
s Health and Safety, Fire Safety,  
olicies.

A

**20. Data Protection**

The Company is required t  
and what we do with tha  
secure your personal data  
relevant data protection le  
[Company's data protection

onal data that we collect about you  
how we use, store, transfer and  
shall at all times comply with all  
tions imposed on you under the  
ce from time to time in force.

M

**21. Changes to Terms and C**

The Company may amend  
document and any such ch  
generally applied, by notice

nt  
rms and conditions in this  
ou personally in writing or, when

**22. Severability**

The various provisions of  
identifiable part thereof is  
competent jurisdiction the  
validity or enforceability of t

everable, and if any provision or  
unenforceable by any court of  
enforceability shall not affect the  
or identifiable parts.

P

**23. Governing Law and Juris**

These Terms and Conditio  
accordance with the laws  
shall be subject to the exclu

be governed by and construed in  
Any dispute relating to the same  
nglish and Welsh Courts.

Issued for and on behalf of <<Com

Signed: .....

Date:

L

**Employee**

I accept that these Terms and C  
constitute my contract of employm

nt, together with the Offer Letter,

E



Signed: .....  
<<Name of Employee>>

Date:

S  
A  
M  
P  
L  
E