# CityTrust Healthcare

3 Weavers Way, Alfreton, Derbyshire DE55 2FZ 07715 278 957

Form Name: **Contract Of Employment** Ref No: HCA - 022 This Agreement is made on the ..... day of ..... in the year...... This agreement is made between of ......(the "Employer") and ...... ( "The Employee"). This document sets out the terms and conditions of employment which are required to be given to the employee under section 1 - Employment Rights Act 1996 and which apply at the date hereof. Commencement and Job Title. The Employer agrees to employ the Employee from ......(date) in the capacity of ...... No employment with a previous employer will be counted as part of the Employees period of continuous employment. The Employees duties may from time to time be reasonably modified as necessary to meet the needs of the Employers business. Salary. The Employer shall pay the Employee a (salary / wage) of £......per (hour / year etc.) by way of equal (weekly / monthly) instalments in arrears. 3. Hours of Employment The Employees normal hours of employment shall be from - state here - (e.g.8.00 am to 5.00 pm on Mondays to Fridays / variable shifts etc.) during which time the Employee may take - state meal arrangements - (e.g. up to one hour for lunch). The timing of any meal or refreshment break will be flexible so as to be reasonable in accommodating the needs of the Employer and the Service. \*\*Delete or amend as necessary The Employee may from time to time be required to work such additional hours as is reasonable to meet the need so f the Employers business at an overtime rate of £ ...... per hour. Holidays The Employee shall be entitled to ..... days holiday per calendar year at full pay in addition to normal public holidays. Holidays must be taken with the permission of and at a time that is convenient to the Employer and no more than 3 weeks holiday may be taken at any one time. Sickness The Employee shall be paid – state arrangements (e.g. normal remuneration during sickness during sickness absence for a maximum of 13 weeks / SSP only) - in any period of twelve months provided that the Employee furnishes the Employer with a medical certificate if absent for a period of more than seven consecutive days. Absence of less than seven consecutive days will require the Employee to produce a signed declaration that they were not able to attend work due to sickness. Such remunerations will be less the amount of Statutory Sick Pay or Social Security sickness benefits to which the Employee may be entitled.

## 6. Collective Agreements

There are no collective agreements in force directly relating to the terms of your employment.

### 7. Pension

There is no pension scheme applicable to the Employee.

## 8. Termination

The Employer may terminate this Agreement by giving written notice to the Employee as follows:

- a. With not less than one weeks notice during the first two years of continuous service.
- b. With not less than one weeks notice for each full year of continuous employment after the first two years until the twelfth year of continuous employment
- c. With not less than twelve weeks notice after 12 years of continuous employment.

The Employer may terminate this Agreement without notice or payment in lieu of notice in the case of serious or persistent misconduct such as to cause a breach of the Employers disciplinary rules.

The Employee may terminate this Agreement by four weeks written notice to the Employer.

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9.	Employers busin	aware that during employment the ess. The Employee shall not during	the term of their employment di			
10.	Confidential information (except in the proper course of employment).  Discipline and Grievance  The Employers disciplinary rules and the grievance and appeal procedure in connection with these rules are set out in the policies and procedures manual located in the Managers Office at					
11.	<b>Notices</b> All communications including notices required to be given under this Agreement shall be in writing and shall be sent either by hand delivery or first class to the Parties respective addresses.					
12.	<b>Severability</b> If any provision of this Agreement is held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.					
13.	Entire Agreement This Agreement contains the entire Agreement between the two parties and supersedes all prior arrangements and understandings whether written or oral and may not be varied except in writing signed by both parties.					
14.	<b>Governing Law</b> This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.					
In witne	ess of which th	e parties hereto have signed	d this agreement the day a	nd year above fir	rst written.	
_	n behalf of the	Employer	Signed By the Employee			
-	resence of to the signatu	res	Name: Address:			
			Occupation:			

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<sup>\*\*</sup> You are advised to seek the approval of your solicitor before putting this contract of employment into use in your service.