



Statement of terms of employment

Name	
NI Number	
Job Title	
Grade	
Hourly Rate	
Second Tier/WHB	
Coding	
Expected Location of work	
Expected Duration of work	
Expected Start Date	
Probationary Period	4 weeks
Expected Hours per week	
Recruiting/Line Manager Name	
Recruiting/Line Manager Signature	
Approved By	
<i>For Completion by Payroll</i>	
Payroll Number	
Mileage	
Train Fare	
Travelling Time	
Radius	

General

This document is a written statement of your employment as required by section 1 of the Employment Rights Act 1996.

Your employer is Techno Engineering Limited t/a Jenkins & Davies Engineering (J&D).

Conditions may change at short notice due to client demands, if so you will be notified by telephone or email.

If your employment runs over the year end your hourly rate will increase in line with the National Agreement for the Engineering Construction Industry (NAECI).

Your employment with J&D commenced on the Expected Start Date as stated above. No employment with a previous employer or J&D counts towards your current period of continuous employment with J&D.

You must have completed a New Starter Form or Re-Starter form before commencement of employment with J&D.

If any of your personal details change on the New Starter Form you must inform the Payroll Department immediately (e.g. bank details, medication).

Safety

Your health and safety and that of those people you work with, is yours, and our highest priority.

It is our expectation that you will continually demonstrate a first-rate approach to health and safety. You must always work within safe working procedures and you must abide by all safety rules and regulations wherever you work. Any failure to comply with health and safety rules will be treated seriously and can result in termination of your employment without notice for gross misconduct.

Drugs & Alcohol

A full copy of J&D's alcohol and substance abuse policy is available on request.

J&D will not employ, or allow in its employment, any persons who are dependent on alcohol or drugs, or who are affected by alcohol or drugs during work times (this will exclude prescribed drugs).

J&D will screen and test employees for alcohol and drugs, you must tell your Line Manager if you are taking any medication before starting work.

J&D reserves the right to search you for any prohibited items, including; alcohol, drugs, matches, mobile phones etc.

Any failure to comply with J&D's alcohol and substance misuse policy will be treated seriously and can result in the termination of your employment without notice due to gross misconduct.

Radius

Any individual who does not complete their daily contractual hours will not be entitled to radius payment for that day.

Data Protection

We hold your personal data in order that we can employ you. Our Data Protection Privacy Notice is available on our website www.jenkinsanddavies.com.

Application & Entitlement to Accommodation Allowance

If you are working away from home and are entitled to lodge payments you will need to complete and return the Application for Accommodation Allowance form.

Any individual who does not complete their daily contractual hours will not be entitled to Accommodation Allowance for that day and if this falls on a Friday or Monday, they will also forfeit their right to Accommodation Allowance for the weekend. Should this fall prior to or after Periodic Leave, payments in respect of travel and fares will also be forfeited, in line with the NAECI.

Holiday

You are entitled to 25 days' paid holiday during each holiday year, together with 8 public holidays, or the pro rata equivalent if you work part-time. The Company's holiday year runs between the first Monday in January to the first Monday in January the following year. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

Holiday dates must be agreed by your Line Manager 2 weeks in advance. We may require you to take holiday on specific days which will be notified to you.

We do not automatically grant holiday for the period between Christmas and the New Year, due to the nature of our contracts. If you require this time as holiday you will need to agree this with your line Manager in advance.

You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following; a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave.

We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be; $((\text{complete weeks worked}/52) \times 25) - \text{holiday already taken}$.

If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any final payments due to you.

Incapacity

If you are absent from work due to incapacity you must notify your Line Manager of the reason for your absence as soon as possible but no later than 9.00 am on the first day of absence.

In the event your Line Manager is not available you should contact Head Office. Messages passed through other personnel is not acceptable.

Should you be sick for more than 3 days, a self-certifying sick note must be submitted to the Payroll Department. For more than 5 days the sick note should come from your Doctor.

If you are absent from work for more than 3 days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to statutory sick pay.

Authorised Absence will be granted in line with Company Policy and the NAECI. Authorised Absence Application Forms are available from your Line Manager and must be completed prior to the absence and an appointment letter (or other proof) attached to your application.

Termination and Notice Period

During your first month's employment with J&D you are required to give J&D not less than 2 hours' notice should you decide to resign, and J&D must give you no less than 2 hours' notice to terminate your employment. After one month you are required to give J&D one week's notice of resignation, and J&D must give you not less than one week's notice should it decide to terminate your employment. After 2 years' continuous employment, the period of notice that J&D must give is two weeks and will increase by one week for each subsequent year of continuous employment, up to a maximum of 12 weeks. J&D may in its absolute discretion terminate your employment immediately without notice and make a payment in lieu of notice.

Nothing in these terms and conditions prevents us from terminating your employment summarily without notice or payment in lieu in the event of gross misconduct or if you commit a serious breach of your obligations as an employee.

If you are leaving you should inform your Line Manager and agree a leaving date and follow this up with a letter of resignation copied to the Payroll Department. You must return all J&D property including ID Badge, tools, keys, Personal Protective Equipment (overalls and H2S monitors), company vehicle, documents, computers etc. J&D reserves the right to charge you at cost for not returning company property.

Disciplinary and Grievance Procedures

Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the NAECI, which is available from your Line Manager. These procedures do not form part of your contract of employment and may be amended at any time. The full disciplinary procedure does not apply during your probationary period.

If you wish to appeal against a disciplinary decision you may apply in writing to the Managing Director of J&D.

If you wish to raise a grievance such as a complaint about bullying, harassment or malpractice please contact the Managing Director.

Periodic Leave

During shutdowns and projects (in the absence of any local agreements) you will be entitled to Periodic Leave payments after full 30 days on the shutdown or project.

Tools & Equipment

Only company tools can be used and will be issued on a free-hire basis. If you do not return tools or equipment by the end of a shutdown or project we reserve the right to charge you at cost for the unreturned items and deduct this amount from your pay.

Collective Agreements

Your employment is governed by the collective agreement the National Agreement for the Engineering Construction Industry (the Blue Book) where these terms and conditions apply, and is available from your Line Manager or www.njceci.org.uk.