A guide to understanding your contract of employment

September 2012

This document has been produced to help guide you through some of the clauses in your new Contract of Employment. **It has been produced for information purposes only and does not form part of your Contract of Employment.** This document is not intended as a substitute for you reading and familiarising yourself with your new Contract of Employment.

The policies referred to in this document can be found on the Dimensions’ portal.

If you have any questions, please contact your HR Advisor, details of which can be found on the portal.
CONTRACT OF EMPLOYMENT

In accordance with the Employment Rights Act 1996 (‘ERA’), as amended, this statement sets out your main terms and conditions of employment.

Your employment with the company is governed by the terms and conditions contained in this agreement, which is effective from the date of this contract and which supersedes any other agreements whether in writing or otherwise. This agreement incorporates the contractual provisions contained in the letter from the company offering you employment and those aspects of the company’s employee handbook which are clearly stated in the handbook to have contractual effect. Whilst the company’s policies and procedures do not form part of your contract of employment, your failure to comply with them may give rise to disciplinary proceedings. The handbook is available on the portal.

In the event that there is any conflict between the terms of this agreement and the provisions of the company’s employee handbook, the terms of this agreement shall take precedent. The company reserves the right (to be exercised reasonably) to amend the terms of this agreement and/or the contents of the employee handbook in line with the recognition agreement with our trade union with appropriate consultation.

1. Personal Details
   1.1. Name of Employee: 
   1.2. Name of Employer: Dimensions (UK) Ltd of 9/10 Commerce Park, Brunel Road, Theale, Berkshire RG7 4AB (‘the company’, ‘the employer’)

2. Date of Commencement of Employment
   2.1. This contract commenced on [ ]. Your period of continuous employment began on [ ].

3. Job title and duties
   3.1. You will be employed as [ ].
   3.2. You will be responsible to your line manager.
   3.3. You may be required from time to time to undertake other or additional duties (from those outlined in your job description) as the company may reasonably require.

4. Place of work
   4.1. Your place of employment remains unchanged and is as previously advised to you. The company reserves the right to require you to work at other locations during the course of your duties either on a temporary or permanent basis. This will be directed by local management in accordance with the needs of the people we support and/or business requirements. It will also be within reasonable daily travelling distance. Should your permanent place of work be changed, you will be consulted on the requirement for the change.
   4.2. You will be reimbursed for all mileage undertaken in your private vehicle whilst engaged on the business of Dimensions at the rate in force at that time.

Commencement of Employment
This section confirms the date you started your employment with the company. The first date confirms when this current contract started. The second date may include any previous service with another company (for example following a TUPE transfer) or another part of the company if it was agreed that your employment was continuous.

If you are on a fixed-term contract, this section will also confirm your contract end date.

Job title and duties
This shows your job title and for the majority of employees will be as previously advised to you.

However, if you are a support worker but were previously known by another title, this will change to support worker will effect from 1st October 2012.

Place of Work
We have not specified your location in this contract and you will need to refer to your previous contract or amendment letters for this information.

If you are required to work at places other than this location, you will be given reasonable notice of any changes.
5. Remuneration

5.1. Your salary will be £[ ] per annum (£[ ] per hour). Your annual salary is divided into 12 equal payments and paid into a Bank or Building Society nominated by you, no later than the 25th day of each month.

5.2. Your salary will be reviewed annually. A salary review does not, however, guarantee that any increase to salary will be implemented as any increases to salary are entirely at the Employer's discretion.

5.3. For the purposes of the Employment Rights Act 1996, you authorise the company to deduct from your salary any sums due to the company, including, without limitation, any over-payments of salary and any advances or loans made to you by the company, including holiday taken in excess of your entitlement. In the event of such sums being due to the company on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the company within one month of the date of the termination of your employment. Wherever possible, and dependent on the amount owed, we will agree to spread the repayments out over a period of time.

6. Hours of work and overtime

6.1. Your normal hours of work are [ ] hours per week.

6.2. You are required to work flexibly to meet the needs of the business and the people we support. The company reserves the right to alter working hours as necessary.

6.3. Overtime can only be worked in agreement with your manager. Overtime is only paid where you have worked in excess of 37.5 hours per week and will be paid in accordance with the overtime arrangements in place from time to time.

6.4. If you are required to work on a bank holiday you will be paid in accordance with the bank holiday working arrangements in place from time to time.

6.5. You can, with the agreement of your line manager, undertake additional work within Dimensions for which you will receive the relevant flat rate payment associated with the additional role you are performing. This does not relate to overtime. No other benefits will be accrued as a result of this additional work.

You must ensure that you do not compromise your own or others' health, safety and welfare by undertaking this additional work or any additional work outside Dimensions. It is also important that you do not work more than 48 hours a week (on average) unless you have first made us aware of this, secured our agreement to it under clause 12.1 of this agreement and you have signed an agreement opting-out of the 48 hours limit on weekly working contained in the Working Time Regulations. In any event you must ensure that any additional work undertaken within or outside of Dimensions does not affect your primary role.

7. Annual leave

7.1. The holiday year runs from 1st April to 31st March.

7.2. Your annual leave entitlement upon commencing your employment will be 30 days (including 8 Bank Holidays) per year, rising by 1 day per year of service to a maximum of 35 days (including 8 Bank Holidays) per year. If you are a part-time employee, your entitlement will be pro rata'd accordingly. You must have a completed year of service by the start of the new leave year (1st April) to be entitled to an extra day for that year. Some staff will be required to take some of their annual leave and bank holiday entitlement at specific times during the year in accordance with local policies and provisions.

Annual Leave

Your annual leave is calculated using your length of service. Details of your entitlement can be found on the portal.

For some employees, their annual leave entitlement will reduce under the new terms. For these employees, a payment of £50.00 per day lost will be made where they have signed and returned an acceptance form by 29th June (this is pro-rata'd for part time employees).

The re-calculation of annual leave will take effect from 1st October 2012, and will be pro-rata for the reminder of the 2012/13 holiday year.

Remuneration

For the majority of employees, your salary will remain unchanged. However, if you are a support worker your salary may change if you were previously paid below the new hourly rate for the local authority for the service in which you work. If this is the case, your salary will show a new amount. If you are paid above the new hourly rate, you will remain on your current rate of pay.

A clause has also been included in this section regarding recovery of any overpayments of salary paid to you in error. Any money owed will be deducted from your salary following discussions with you.

Hours of work and overtime

Your Contract of Employment will detail your current working hours. If you are a rota'd member of staff and have opted to change your hours, this will be reflected here. For non-rota'd staff who will increase their hours to 37.5 but not until 2015, your current hours will be shown here.

If you are on an annualised hours contract, this will show the number of hours you are required to work during the year.

From time to time, it may be necessary to change working patterns. If required, we will consult with you about the changes.

Depending on the requirements of your role, it may be necessary for you to work hours in excess of hours specified in your contract. Please refer to the Equal Terms Final Proposal document (available on the portal) for further details about overtime.

If you are within Business Support and currently have a bank contract, in addition to a monthly one, with effect from 1st October this will end. Instead, you will be able to do additional work under your main contract and you will be paid the appropriate flat rate associated with the role. No other benefits will be accrued such as annual leave.
8. **Sickness and sick pay**

8.1. A self-certification process operates for absence from work due to sickness or injury not exceeding seven days. For periods of absence which exceed seven days, a doctor’s fit note will be required.

8.2. You will be paid for periods of absence in accordance with your length of service, refer to the policy for the sick leave entitlements.

8.3. Sickness is calculated on a 12-month rolling basis. Occupational sick pay is inclusive of statutory sick pay.

9. **Probation period**

9.1. There is a probation period of 6 months for all new employees. The company reserves the right to extend this period as appropriate as set out in the probation policy.

9.2. You will continue to be on probation even after the completion of your probation period until such time as you are notified in writing that you have satisfactorily completed it.

10. **Termination**

10.1. Once the probation period is completed, except in cases of gross misconduct, this contract may be terminated by you at any time by giving the following notice, relevant to your position. During probation, 1 weeks notice is required on either side.

<table>
<thead>
<tr>
<th>Post Level</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 or 2 Managers, or equivalent</td>
<td>8 weeks</td>
</tr>
<tr>
<td>All other posts</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

10.2. The company will give the relevant statutory notice period where this is greater than listed in 10.1 based on your length of service (1 week for each year of service up a maximum of 12 weeks).

10.3. The company reserves the right to pay you a payment equal to the basic salary you would have received had you have worked your notice rather than requiring you to work your notice period.

11. **Disciplinary and grievance procedures**

11.1. The disciplinary and grievance policies & procedures applicable to your employment are set out in the employee handbook. The full policies are available on the intranet.

12. **Exclusive employment**

12.1. During your employment, you shall at all times devote your entire time to the company, and shall not, directly or indirectly, engage in any other business activity, whether or not for profit, without the express written permission of the Company.

12.2. You are required to declare any interests that you have which may impact on your position within the company. These may include family relationships with other employees, consultants, contractors or suppliers to the company; private work and membership of other relevant voluntary organisations, statutory bodies etc. Subsequent gaining of any interest during your employment should also be declared.

13. **Pension and retirement**

13.1. You are eligible to join the pension scheme offered by the company during your first year of service.

13.2. The company does not operate a default retirement age.

13.3. Access to or membership of any occupational pension scheme, which in any case is subject to the rules of the scheme as agreed from time to time, will not be a contractual term of employment. Subject to compliance with any applicable legislation, access to, or membership of, any occupational pension scheme may be withdrawn or cancelled at any time and without notice.

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**Sickness and sick pay**

Dimensions’ new policy will come into effect from 1st October 2012.

Your sick pay entitlement is calculated based on your length of service and on a 12-month rolling basis.

**Probation period**

When joining Dimensions, a 6 month probation period will be applied.

For more information, the probation policy is available on the portal.

**Termination**

This sets out the amount of written notice required by you and Dimensions, to terminate your employment; the length of this notice period depends on your level of position.

This also indicates that Dimensions reserves the right to pay you equal to your notice period if you are asked not to work during this time.

**Disciplinary and grievance**

Dimensions’ disciplinary and grievance procedures provide a clear and transparent framework to deal with difficulties that might arise as part of the working relationship, either on the part of you or Dimensions.

You are covered by Dimensions’ disciplinary and grievance policies. These can be found on the portal.

**Exclusive employment**

This sets out that you will only work for Dimensions and if you wish to work for another company, you will first seek the approval of your line manager.

Additionally, if you have any interests outside of Dimensions which you think might conflict with your employment; you should speak with your line manager.

**Pension & retirement**

Dimensions does not operate a retirement age.

You are entitled to participate in Dimensions’ pension scheme within the first year of joining - further information can be found on the portal.
14. **Union Recognition**

14.1. We have a recognition partnership agreement with UNISON. This provides for collective bargaining rights for the entire workforce other than senior management (level 3 managers and above).

15. **Confidentiality**

15.1. It is a requirement of employment that you ensure you maintain confidentiality at all times. By signing this contract, and by being employed by Dimensions, you declare your agreement to the company’s confidentiality code. Breaches of the code may result in disciplinary action. Employees leaving the company are expected to continue to respect this agreement and not discuss or disclose information about the company, its employees or the people we support.

16. **Local Agreements & Arrangements**

16.1. There may be local pay arrangements other than those set out in the contract, these may be operated and directed locally but do not form part of the Contract of Employment.

You are hereby offered employment on the above terms, this statement being in substitution of all previous understandings and/or contracts of employment, if any with Dimensions and/or any of its subsidiary companies.

Signed: __________________________  Date: ________________

For and on behalf of the Company

Name: ____________________________

I confirm that I wish to accept employment on the terms set out above.

Signed: __________________________  Date: ________________

Name: ____________________________

**Union Recognition**

Dimensions has a recognition agreement with UNISON. This is for the purpose of negotiation and consultation over your Terms and Conditions.

**Confidentiality**

Whilst employed by Dimensions, or after the termination of your employment, you should not disclose any Confidential Information to any person, unless you are authorised to do so.

You are expected to comply with the relevant policies concerning this.

**Local Agreements & Arrangements**

Although not contractual, you may have other local arrangements that you receive regular payments for (e.g. standby payment).