# 

BWF Code of Conduct

Statement of Main Terms of Employment



The BWF Code of Conduct aims to provide specifiers, end-users and their suppliers with greater confidence that the Member is working to a set of principles of good practice, set out in this document.

Statement of Main Terms: Your Obligations

When a business employs someone, it takes on a number of legal obligations and it is the responsibility of the business to make sure that these are fulfilled.

There is a requirement within the BWF Code of Conduct to comply with relevant employment legislation and codes of practice and we recommend that all employees are given a written contract of employment at the earliest opportunity.

The Good Work Plan was introduced on 6th April 2020 as a result of an independent review, known as the Taylor Review of Modern Working Practices in July 2017. This programme of changes gives greater protection for those working under more flexible working arrangements – who, in employment law, occupy a middle ground between employees and the self-employed, known as a ‘worker’.

All employees are legally entitled to a written statement containing the main terms and conditions of employment within two months of starting work. The written statement must contain certain information, such as pay, holiday entitlement and working hours in a single document. Within this document you can find a standard template statement of main terms of employment which can be adapted to suit your business.

Other information such a sick leave, discipline and grievance procedures may be contained in other documents such as an Employee Handbook. BWF has a template employee handbook that can be adapted for your business and has additional template policies that can be used.

Types of Contracts

# There are many difference types of contracts, below are details of:

# 

# Fixed term contract

# Zero hour contract

# Apprenticeship contract

# Fixed Term Contract

# Employees are on a fixed-term contract if both of the following apply:

# 

# they have an employment contract with the organisation they work for

# their contract ends on a particular date, or on completion of a specific task, e.g. a project

# They may be a fixed-term employee if they are:

# a seasonal or casual employee taken on for up to 6 months during a peak period

# a specialist employee for a project

# covering for maternity leave

# Employers must not treat workers on fixed-term contracts less favourably than permanent employees doing the same or largely the same job, unless the employer can show that there is a good business reason to do so. Employers must also ensure that fixed-term employees receive:

# the same pay and conditions as permanent staff

# the same or equivalent benefits package

# information about permanent vacancies in the organisation

# protection against redundancy or dismissal

# Zero Hour Contract

# Zero hour contracts are also known as casual contracts. Zero hour contracts are usually for ‘piece work’ or ‘on call’ work, e.g. interpreters.

# This means:

# 

# they are on call to work when the organisation needs them

# the organisation does not have to give them work

# they do not have to do work when asked

# Zero hour workers are entitled to statutory annual leave and the National Minimum Wage (under 25’s) or the National Living Wage (over 25’s) in the same way as regular workers.

# The organisation cannot do anything to stop a zero hours worker from getting work elsewhere. The law states they can ignore a clause in their contract if it bans them from:

# 

# looking for work

# accepting work from another employer

# The organisation is still responsible for health and safety of staff on zero hour contracts.

# Apprenticeship Contract

# The organisation must offer an apprentice the same conditions as other employees working at similar grades or in similar roles. This includes:

# 

# paid holidays

# sick pay

# any benefits the organisation offers, eg childcare voucher schemes

# any support the organisation offers, eg coaching or mentoring

# The organisation must sign an apprenticeship agreement with the apprentice. This gives details of what the organisation agrees to do for the apprentice, including:

# how long the apprenticeship is for

# the training the organisation will give them

# their working conditions

# the qualifications they are working towards

# The organisation can write their own apprentice agreement or download one from the gov.uk website.

Note: Whilst every effort has been made to ensure the accuracy of advice given, the BWF cannot accept liability for loss or damage arising from the use of the information supplied in this publication.

**STATEMENT OF MAIN TERMS OF EMPLOYMENT**

**Date of Issue of Statement** [insert date]

**Name of Employer:** [insert company name]

**Employer’s Address:** [insert company address]

[insert company address]

[insert company address]

[insert company address]

[insert company address]

**Place of Work:** [if different to above]

[insert address]

**Name of Employee:** [insert name]

**Job Title:** [insert job title]

The Company may from time to time require you to undertake additional or other duties as necessary to meet the needs of the Company on a short term basis e.g. holiday or sickness cover.

**Start Date:** [insert date]

**Probationary period**

New employees join the Company on a [insert] probationary period.

During and/or at the end of your probationary period you may be asked to attend employment reviews to discuss your overall work performance and conduct. This may include consideration of your absence record, competency, timekeeping, attitude, and interactions with colleagues and customers. If the Company is satisfied with your overall work performance and conduct, your continuing employment will be confirmed.

If the Company is not satisfied with your overall work performance and conduct, your employment will be terminated with the required notice.

The Company reserves the right in borderline cases to extend the probationary period, in the hope that during any further periods, your work performance and conduct will reach a level that is satisfactory to the Company. After such further period, a subsequent employment review will be held and a decision made. Your continuing employment will then either be confirmed, terminated with the required notice or the probationary period could be extended.

**Pay arrangements**

Your remuneration is paid in [Weekly / Monthly] instalments and payment is made directly into your bank/building society on the [insert date] of the month.

If a mistake is made in the payment of any monies due, the Company expects to be notified immediately. The error will normally be corrected at the next available opportunity.

On the date of issue of this Statement your basic rate of [pay / salary] is [per hour / month / week / annum]. You are entitled to bonus / additional payment as follows [insert details].

**Hours of work**

Your normal hours of work are between [00.00 between 00.00], [Monday to Friday], with an [unpaid / paid break of 00 minutes]. These normal hours of work may be varied to meet the needs of the Company.

Overtime, which must be authorised, is calculated on a [daily / weekly / monthly] basis.

Overtime premium payments are as follows:

Monday to Friday [insert detail]

Saturday [insert detail]

Sunday [insert detail]

**Holiday entitlement**

The holiday year runs from [insert detail]. Full-time employees are entitled to [00 days] holiday a year calculated at the rate of 1/12th of the annual entitlement for each completed month of service in the current holiday year.

During your first year of service, however, your entitlement to take holidays will accrue on the first day of each month of that year at the rate of 1/12th of the annual entitlement. Where the current accrual includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day.

You are required to reserve up to [00 days] of holiday to take during the Christmas/New Year period.

Part-time employees are entitled to pro-rata holidays.

If you are dismissed for gross misconduct or leave without giving and working your full notice, you will only be entitled to the statutory minimum holidays for the current holiday year.

Holidays are to be taken by agreement with the employer. Payment for annual holidays is made at either:

• Where pay does not vary with the amount of work done – a week’s pay is simply the normal weekly wage for the contractual weekly hours as defined by the contract of employment.

• Where pay varies with the amount of work done – a week’s pay is arrived at by calculating the earnings during the normal week as defined by the contract of employment, averaged over the 12 complete weeks worked immediately prior to the holiday week.

• A day’s pay – is calculated by dividing the number of normal days worked in the week (usually 5) by the weekly wage as defined above.

In addition, you are entitled to 8 bank/public holidays per annum, payment of which will be made at your basic daily rate of pay.

The bank/public holidays are: New Year’s Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May, the last Monday in August, Christmas Day and Boxing Day, or such other days as may be substituted.

On termination of employment holidays will be calculated in proportion to the full entitlement. If you have taken less than this entitlement the surplus holiday pay will be added to your final pay. If you have taken more than this entitlement the excess holiday pay will be deducted from your pay.

**Other paid leave** [please amend this section to meet your own company requirements]

Subject to eligibility, as set out in the Employee Handbook, the Company provides the following statutory leave:

* maternity leave
* paternity leave
* parental bereavement leave
* parental leave
* shared parental leave
* adoption leave

Further details can be found in the Company’s Employee Handbook.

**Disciplinary procedure and rules**

Should your conduct or performance fall below the standards required then disciplinary action may be taken. This procedure is designed to help and encourage employees to achieve and maintain the Company's standards of conduct and performance and should be looked upon as a corrective process.

A more detailed explanation of the procedure and rules is contained in the Employee Handbook.

**Disciplinary appeal procedure**

You have the right to appeal at any stage in the disciplinary procedure if you are dissatisfied either with a disciplinary decision made against you or the level of penalty imposed. You should do this in writing to the Chief Executive within five days of receiving your confirmation of discipline letter.

A more detailed explanation of the procedure is contained in the Employee Handbook.

**Grievance procedure**

If you have any grievance relating to your employment, you should raise it with your Line Manager in the first instance. If you want the grievance to be dealt with formally, you must raise it in writing.

A more detailed explanation of the formal procedure is contained in the Employee Handbook.

**Lay off/short time working**

The Company reserves the right to lay off employees or to introduce short-time working should this be required by a downturn in work or other needs of the business. The Company also reserves the right to select the employees best suited to carry out whatever work is available.

Where work is temporarily stopped or not provided by the Employer you may be temporarily laid off. For the first 5 days in any 3 month period you will be entitled to Statutory Guarantee Pay, provided you have been employed for one month, thereafter, you may be able to apply for Jobseekers Allowance.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

**Sickness absence**

The Company is required to pay Statutory Sick Pay for certain periods of sickness absence. Payment may be made to eligible employees for periods of absence of four days or more. There is a maximum period of 28 weeks payment in one period of incapacity for work.

You are entitled to Statutory Sick Pay only. On the first day of sickness absence, you must notify the Company of your absence within half an hour of your normal starting time. Any additional payment in respect of absence, for any reason, is at the discretion of the employer.

**Pension Scheme**

Under the current pensions legislation you will be enrolled into an ‘auto-enrolment’ pension scheme if you are eligible. If you are not automatically enrolled into the scheme you may still be entitled to join. Further details will be provided separately.

**Notice periods**

Length of notice of termination to be given:

(i) By Employer - During the first 4 weeks service - [1 day]

After 4 weeks but less than two years service - [1 week]

Thereafter in accordance with the Company Employee Handbook. (Subject to the Employment Rights Act 1996).

(ii) By Employee - During the first 4 weeks service - [1 day]

thereafter - [1 week]

Any changes of the terms of employment will be notified to you within one month.

**General**

If you leave without giving and working your full notice, any additional cost in covering your duties during the notice period not worked will be deducted from any termination pay due to you.

The Company may require you to take some or all of any outstanding holiday entitlement that you may have during your notice period.

**Garden leave**

The Company reserves the right to require you to remain away from your place of employment for all or part of your notice period, with or without work, whether you or the Company gives notice. You must accept that whilst still employed by the Company on notice either at home or on Company premises you must not work for any other company, firm, person or business.

**Health and Safety**

Employees must comply with the Company Health & Safety Policy. Copies are available from [insert contact name or department].

**Confidentiality**

During the course of your employment you will be party to information concerning the Company, its employees, its products and its customers. Such information is to be regarded as strictly confidential.

You may not disclose or discuss with any other person outside the Company, either during your employment or at any time after its termination for whatever reason, any confidential information relating to its business including product information, personal data relating to prospective, current or past employees or matters relating to security. Any breach of this condition will render you liable to disciplinary action, which may result in dismissal.

**Conflict of interest**

During your employment you will be expected to devote the whole of your working time and attention to Company business and to use your best endeavours to promote the general interests of the Company.

If required to do so you must provide details of any relationships with any Company customers or suppliers and comply with any reasonable instructions given to you by the Company on such relationships.

**Other terms and conditions of employment**

Any agreed amendments that materially alter the terms and conditions contained in your contract will be notified to you in writing and shall take precedence over the terms in this statement.

I have read, understood and am willing to abide by the terms and conditions laid down in the Employee Handbook and accept that they form an integral part of this Contract of Employment.

I understand that the company may need to process certain data about me, which may be categorised under the Data Protection Act 1998, as sensitive data for monitoring, statistical, reference and administration purposes. I also understand that I may have access to this information held on me in personnel files and on computerised system, by appointment with the [Personnel Department].

**Issued by:** (For Employer)

**Date:**

I confirm receipt of the above statement of particulars of terms of employment.

**Signed:**   **Date:**

This Statement should be read in conjunction with the Company Employee Handbook attached which also provides detailed information on Grievance and Disciplinary Procedure.