

MOLENDINAR PARK HOUSING ASSOCIATION

CONTRACT OF EMPLOYMENT

This document dated sets out the main terms of your employment in accordance with the Employment Rights Act 1996. You should also refer to the Employee Handbook for further information on policies and procedures applicable to your employment with **Molendinar Park Housing Association, 3 Graham Square, Glasgow, G31 1AD ("the Association")**.

Employee: (referred to as "you")

1. Commencement of Employment:

Your employment with the Association commenced on:

No previous employment counts toward your period of continuous employment with the Association.

2. Position:

The title of the job which you are employed to do is:

The Association may amend your duties either on a temporary or permanent basis. You will be notified of any permanent change in writing. In addition to your normal duties, you may be required to undertake additional or other duties as necessary to meet the needs of the business.

You agree to devote the whole of your time, attention and abilities during your hours of work to promote, develop and extend the Association's business and interests.

You may not without first obtaining the prior written consent of the Association accept or hold any office or directly or indirectly be interested in any other trade, business or occupation whilst working for the Association.

3. Employee Handbook:

The Employee Handbook is available for you to consult in the main office.

4. Place of Work:

Your usual place of work is at or any other current or future premises of the Association.

5. Pay:

Your salary is £..... per year payable on or around the 25th of each month, by BACS, in arrears.

6. Deductions:

The Association reserves the right to require you to repay to the Association by deduction from your pay:

- any fines, penalties or losses sustained during the course of your employment and which were caused through your conduct, carelessness, negligence, recklessness or through your breach of the Association's rules or any dishonesty on your part;
- any damages, expenses or any other monies paid or payable by the Association to any third party for any act or omission by you, for which the Association may be deemed vicariously liable on your behalf;
- the costs of any personal calls made by you on Association telephones, without prior authorisation from the Association;
- on termination of employment, any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement;
- any other sums owed to the Association by you, including, but not limited to, any overpayment of wages, outstanding loans or advances, or relocation expenses;
- any deductions otherwise entitled under this contract;
- where you have entered into a separate agreement with the Association, any outstanding costs detailed in the agreement.

You authorise the Association to make any such deductions from any and all monies owing to you by the Association.

7. Pension:

The Association will comply with the employer pension duties applicable to your employment under Part 1 of the Pensions Act 2008. You will be provided with further details in writing of the pension arrangements applicable to you. Further details of the pension arrangements can be obtained from management.

8. Hours of Work:

Your normal days and hours of work are Monday to Friday from 9.00 a.m. to 5.00 p.m.

In addition to your normal hours of work, you are required to work any necessary additional hours for the proper performance of your duties.

9. Break Entitlement:

You are entitled to a 60 minute unpaid break.

10. Short-Time Working and Lay Off:

The Association reserves the right to introduce short time working on proportionately reduced pay or a period of temporary lay off without pay (with the exception of any statutory entitlement) where this is necessary to avoid redundancies, where work cannot be performed due to exceptional circumstances, or where there is a shortage of work.

11. Holiday Entitlement:

The holiday year runs from 1st January to 31st December.

Your annual holiday entitlement in any holiday year is 25 days, exclusive of recognised public holidays.

The Association recognises the following public holidays, the dates of which may vary from year to year:

New Year's Day	January 2nd	Good Friday
Easter Monday	May Day	Spring Bank Holiday Friday
Spring Bank Holiday Monday	Glasgow Fair Friday	Glasgow Fair Monday
September Friday	September Monday	Christmas Day
Boxing Day		

All recognised public holidays, which fall on a day you would normally work, are to be taken as paid holiday in addition to your annual holiday entitlement specified above.

You may be required to work during recognised public holidays, depending on the needs of the Association. You will be given as much notice as possible of such a requirement.

If you are required to work on a recognised public holiday you will be entitled to receive the equivalent time off in lieu for the hours worked.

You will be paid your basic salary in respect of periods of annual holiday.

You are required to submit annual holiday requests to management as early as possible, normally giving a minimum of two weeks' notice prior to the requested annual holiday start date.

The Association may require you to take all, or part of any outstanding holiday entitlement, and reserves the right not to provide you with advance notice of this requirement.

The Association will close during the Christmas and New Year period and will operate a rota system to ensure a minimum number of employees are available during this period in the event of an emergency situation arising. Employees are required to be available and contactable at all times during this period, except on the public holidays, i.e. New Year's Day, January 2nd, Christmas Day and Boxing Day.

The exact duration and timing of the leave, together with the names of those employees who are required to be available on the rota for each holiday year, will be confirmed to employees as early as possible on an annual basis. Those employees not required to be available, as per the rota, will be entitled to take the days as additional paid leave.

In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued in the current holiday year, but not taken at the date of termination of employment.

If on termination of employment, you have taken more annual holiday than your pro-rata entitlement in the current holiday year an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct, or you fail to give the required notice of resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement in the current holiday year.

Further details relating to holiday entitlement are set out in the Employee Handbook.

12. Absence Reporting:

You are required to notify the Association of your sickness absence. You should do this personally, by telephone, to your section head by no later than your scheduled start time on the first day of absence.

Further details relating to the Association's absence procedure and rules are set out in the Employee Handbook.

13. Statutory Sick Pay:

You will be entitled to Statutory Sick Pay for any period of absence due to sickness or injury subject to meeting the required qualifying conditions.

Further rules relating to the notification of and payment in respect of absence because of sickness or injury are set out in the Employee Handbook.

14. Contractual Sick Pay:

The following provisions set out your Contractual Sick Pay entitlement, which is inclusive of any Statutory Sick Pay to which you may be entitled.

You must have one month's continuous service to qualify for Contractual Sick Pay.

	Full Pay	Half Pay
Less than one year's continuous service:	One month	One month
Up to two years' continuous service:	Three months'	Three months'
Up to three years' continuous service:	Four months'	Four months'
More than three years' continuous service:	Six months'	Six months'

The calculation of Contractual Sick Pay will take into account any previous payments of Contractual Sick Pay made in the 12 months immediately before the first day of the current sickness absence.

If your absence is as a result of an injury or illness caused by a third party, any Contractual Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

Further rules relating to the notification of and payment in respect of absence because of sickness or injury are set out in the Employee Handbook.

15. Notice:

You are required to give four weeks' notice in writing to terminate your employment with the Association.

You are entitled to receive the following written notice of termination of employment from the Association:

Length of Service	Notice Period
Less than one month	No notice
At least one month but less than two years' continuous service	One week
Two years' or more continuous service	One week per completed year of service up to a maximum of 12 weeks

The Association may exclude these notice provisions in the event of dismissal for gross misconduct.

The Association reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment, regardless of whether notice to terminate the contract is given by you or the Association.

16. Disciplinary Procedure:

The Association's Disciplinary Procedure, Code of Conduct and Standards are set out in the Employee Handbook. You are strongly advised to familiarise yourself with them.

The Association reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than a certain minimum period of continuous service as set out in the Employee Handbook.

17. Disciplinary and Dismissal Appeals:

If you are dissatisfied with any disciplinary or dismissal decision taken in respect of you, you may appeal to the Director. Further details on Disciplinary and Dismissal Appeals are set out in the Employee Handbook.

18. Grievance Procedure:

The Association encourages employees to settle grievances informally with their manager. If, however, you have a grievance relating to any aspect of your employment which you would like to be resolved formally, you must set out the nature of the grievance in writing and submit it to the Secretary of the Management Committee.

You will have the right to appeal against any decision taken in respect of your grievance. You should submit the written appeal to the Director.

Further details of the Grievance Procedure are set out in the Employee Handbook.

19. Health and Safety:

It is your duty and responsibility to familiarise yourself with, and to comply with, the Association's or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

20. Confidentiality:

You agree that during the course of your employment you will have access to Confidential Information belonging to the Association. You shall not at any time during (except in the proper course of carrying out your duties) or after your employment, whether directly or indirectly, disclose to a third party or make use of any Confidential Information.

For the purposes of this section, "Confidential Information" is defined as information, regardless of the format or manner in which it is recorded or stored, which is not within the public domain and which relates to the business, products, finances, affairs, trade secrets, intellectual property, technical data, and know-how of the Association, its clients, customers, or any business contacts whatsoever.

21. Data Protection:

In accordance with data protection legislation, it will be necessary for the Association to maintain personal data which is processed for the purposes of your employment and for legitimate business and legal reasons and requirements. Your attention is drawn to the Employee Privacy Notice and the Data Protection Policy in the Employee Handbook.

22. Changes to Terms of Employment:

The Association reserves the right to make reasonable amendments to your terms and conditions of employment. Any changes or amendments to the terms of your employment will be confirmed to you in writing within one month of them taking effect.

23. Acknowledgement:

You acknowledge receipt of this document and having been shown a copy of the Employee Handbook. You further acknowledge and agree that you have read, understood and accept the terms and conditions of employment contained within this document and the Employee Handbook.

Signed by: (Employee)

Date:

Signed by:

For and on behalf of **Molendinar Park Housing Association**

Print name and position:

Date: