

Please amend as required

Healthcare Assistant Apprenticeship Agreement

Note

This agreement is for an apprentice in England in a sector/occupation for which there is an approved apprenticeship standard. See www.gov.uk for a current list of approved apprenticeships and details of the associated standards.

To benefit from NIC relief for apprentices under 25 years old, the training provider should either sign this agreement or provide evidence that they are an approved training provider and evidence of the training being undertaken by the apprentice.

Statement of terms and conditions of employment

In accordance with the Employment Rights Act 1996, this Statement, together with *[delete as appropriate – together with your offer letter/employee handbook/staff handbook]*, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which *[insert name of employer] [insert address of employer]* employs:

[Insert employee's full name]
[optional - insert employee's current home address].

Apprentice role

You are employed under this contract of employment as an apprentice *[insert job role]* and your duties will be as advised by *[insert name/role]*.

This agreement is for a fixed term of *[insert duration of apprenticeship]* and therefore will end on *[expected completion date]* subject to early termination by notice or otherwise as appropriate by either party.

Early termination of this agreement could include, amongst other things, conclusion by way of your successfully finishing the apprenticeship on a date earlier than expected. Efforts will be made to ascertain whether an offer of employment can be made to you upon successful completion of the apprenticeship, however, there is no guarantee of continued employment once this agreement has concluded.

Under this agreement, you will be employed by *[insert Company Name]* as you receive training and instruction as a *[insert details of skill, trade or occupation]*. The Company will provide assistance and support throughout your course with a view to enabling you to successfully achieve your apprenticeship.

This agreement, for the role of *[insert role]* in *[insert sector]* is entered into in connection with an approved English apprenticeship standard, namely *[insert relevant apprenticeship standard]*.

Commencement of employment

Your employment began on *[insert date]*. No previous employment counts as part of your period of continuous employment.

[or]

Your employment began on *[Insert date]*. Your previous employment with *[Insert Company name]* counts as part of your period of continuous employment, which therefore began on *[Insert date]*.

[Optional clause] Probationary period

You join us on an initial probationary period of *[insert number]* months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

The notice periods that apply to your employment during your probationary period are set out later in this document.

Place of work

You will normally be required to work at/from *[insert details]*.

[Optional] The performance of your role requires an element of travel *[delete as appropriate – within a [insert details] mile radius of this address/throughout the United Kingdom]*.

Hours of work

Your normal hours of work are *[insert details]*. You may be required to work overtime/additional hours* when authorised and as necessitated by the needs of the business. You will be permitted time away from the workplace during normal working hours in order to attend courses of training and instruction that are necessary as part of the apprenticeship.

[Optional] You may be required to work hours on evenings, weekends, public holidays or at other times outside your normal hours of work.

Learning

You will be provided with *[insert number]* hours of off-the-job training which will constitute a minimum of 20% of the duration of the apprenticeship. Off-the-job training will take place during normal working hours unless exceptional circumstances require it to take place outside of normal working hours. If this occurs, you will *[insert details of recompense eg receive time off in lieu/be paid at normal rate for the time spent]*. You will receive more details on your training programme from your line manager.

You may, from time to time, be asked to produce evidence of your attendance at off-site training. You will apply yourself diligently, both in respect of this training and during your work, to acquire the skills involved and your continued employment is dependent on your satisfactory progression through the course including passing examinations/assessments. Should you be removed from the course due to your conduct, this agreement will terminate.

Reviews may be undertaken with your training provider on a periodic basis, or as necessitated.

Overtime

You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business. If you work in excess of *[insert number]* hours in a week then overtime payments will be made at *[insert details]*.

Break entitlement

Employees who are aged 18 and over will receive a 20-minute unpaid break if working hours in any day are more than six.

Employees who are not yet 18 will receive a 30-minute unpaid break if working hours in any day are more than four and a half.

[OR]

You are entitled to a *[insert number]* minute unpaid break each day.

Remuneration

Your salary is currently £*[amount]* per *[delete as appropriate – hour/week/month/year]* to be paid *[delete as appropriate – weekly/fortnightly/monthly]* on the *[insert day]* of each *[delete as appropriate – week/month by cash/cheque/credit transfer, in arrears/part in arrears and part in advance]*.

[Optional] Any changes to your pay as a result of the Company's annual salary review will be advised to you in writing. You should not expect an annual increase to your pay.

Holidays

Your holiday year begins on *[insert date]* and ends on *[insert date]* each year, during which you will receive a paid holiday entitlement of *[insert details]* inclusive of any public holidays which you may choose to request. For periods of annual leave, you will receive your normal rate of pay. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

Once you have reached *[insert length of time]* continuous service with the Company, your annual leave entitlement will increase by *[insert number]* extra hours' annual leave for every *[delete as appropriate – complete years' service/holiday year]*, up to a maximum of *[insert number]* extra days' leave after *[insert number]* *[delete as appropriate – complete years' service/holiday years]*.

[Select from the following paragraphs and delete as appropriate]

In the event of termination of employment your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

[Optional] The Company may consider permitting untaken leave to be carried over from one leave year into the next. This will only be considered in exceptional circumstances, at the

sole discretion of the Company, and only when you have taken all of your statutory minimum entitlement in that holiday year.

The Company operates a holiday booking procedure and all requests for holiday should be made using this procedure. Holiday requests must be authorised by management therefore it is not advisable to make any firm arrangements eg flights/hotels before authorisation is obtained.

You may not normally take more than two working weeks consecutively. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.

You should give at least [insert details] notice of your intention to take holidays of a week or more and [insert details] notice is required for odd single days. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You may be required to reserve sufficient entitlement to take at a time set by the Company. We will endeavour to give you as much notice of this as possible and also of any subsequent amendment to the requirement to take leave on certain dates.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the Company. The Company may not give you any notice of this.

Public holidays

As part of your holiday entitlement, you are entitled to [insert number] public holidays each year. The public holidays each year are:

[Insert recognised public holidays]

However, because of the nature of our business you may be required to work on any of the public holidays listed above, and it is a condition of employment that you work on these days when required to do so.

If you work on a public holiday, payments will be made at the rate of [insert details], and you will receive a day off in lieu which is to be taken on a day agreed in advance by the Company at a time deemed suitable as per the needs of the business.

Sickness absence

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than [insert details] on the first day of your absence. Other than in exceptional circumstances notification should be made personally, to [insert details].

[Optional] You can read more on the Company's sickness absence policy which is [delete as appropriate – set out in the employee handbook/staff handbook/available from [insert name/job title]].

Sick pay

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions.

[Optional] The Company's rules relating to sickness absence are *[delete as appropriate – set out in the employee handbook/staff handbook/available from [insert name/job title]/as detailed in the attached absence policy]*.

Pension

Where required, we will operate a contributory pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. Further details can be obtained from *[insert name or job title]*.

A contracting-out certificate *[delete as appropriate – is/is not]* in force in respect of this employment.

Confidentiality

All information that:

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- has not been made public by, or with our authority;

Shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

Collective agreements

[Select from the paragraphs below and delete as appropriate]

No collective agreements directly affect your terms and conditions of employment.

[OR]

Certain conditions of your employment are governed by the collective agreement the Company has with *[insert details]*. These terms are: *[insert details]*.

Changes to terms of employment

From time to time, the Company may determine the need for changes to be made to be contracts of employment. The Company reserves the right to make reasonable amendments to your contract. You will receive confirmation in writing of any changes or amendments to the terms of your employment within one month of them taking effect.

Grievance procedures

The Company grievance procedure provides a mechanism whereby employees may seek a resolution to a complaint they have about their employment with us. Before using the formal procedure, you should speak to your line manager on an informal basis to seek a satisfactory outcome. The formal procedure may be used if you do not feel the informal method appropriate to your concerns, or if the informal method has not produced an outcome with which you are satisfied. In this case, you should raise the grievance in writing to *[insert name/job title]*.

Should you be dissatisfied with the outcome of the formal grievance procedure, you may appeal it in writing to *[insert name/job title]*.

Further information can be found in the *[delete as appropriate – employee handbook/staff handbook/attached grievance policy and procedure/available from [insert name/job title]]*.

Disciplinary procedure

It is necessary to have a minimum number of rules in the interests of the whole organisation and employees must make themselves aware of the standards which apply to their conduct and performance. These rules, and accompanying disciplinary procedure, are *[delete as appropriate – set out in the employee handbook/staff handbook/attached disciplinary policy and procedure/available from [insert name/job title]]*.

We retain discretion in respect of disciplinary and dismissal procedures to take account of your length of service and to vary the procedures accordingly or in circumstances otherwise set out in the document.

Disciplinary and dismissal appeals

Should you be dissatisfied with any decision to take action against or dismiss you, you may appeal in writing, to *[insert name]*. Further information can be found *[delete as appropriate – in the employee handbook/staff handbook/ attached disciplinary policy and procedure/available from [insert name/job title]]*.

Deductions

You agree that the following deductions from your pay will be made for the following costs incurred by the Company in relation to your employment. The Company expressly reserves the right to make these deductions:

- any fines, penalties or losses sustained that is the result of your carelessness, negligence, deliberate vandalism, dishonesty or a breach of Company rules;
- any monies paid or payable by the Company to any third party due to the principle for conduct undertaken by you for which we may be deemed vicariously liable;
- any unauthorised personal use of mobile telephones provided to you for use;
- any holiday pay relating to leave you have taken in excess of that which you have accrued at the point of termination;
- the amount of any overpayment of wages;
- outstanding loan or wage advance repayments;
- any other sums owed to the Company by you;
- any deductions elsewhere under this contract in relation to which the reserved right to deduct applies;
- in relation to deductions authorised by any separate agreement into which the Company has entered with you.

You understand and agree that the Company may make these deductions from all monies due to you.

***[Optional clause]* Short-time working and lay offs**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

Consideration of continued employment

Where the Company is in a position to offer you employment relevant to your apprenticeship upon conclusion of the apprenticeship, you will be employed on a new set of terms and conditions and will retain your continuous service. Continued employment is not guaranteed and in the case where it is not offered, your employment will terminate.

When your apprenticeship is nearing its end, the possibility of continued employment will be discussed with you.

Termination of employment

You must give *[insert amount]* notice *[optional – in writing]* when terminating your this fixed term employment with the Company.

You are entitled to receive the following notice periods when your fixed term employment is terminated *[optional – in writing]* by the Company:

[Select from the options below and delete as appropriate]

Under one month's service – One day.

One month but less than 2 years' service – One week.

Two years' service or more – One week for each completed year of service to a maximum of 12 weeks after 12 years.

You should also note the following in relation to notice periods:

- you will not receive any notice of termination when the circumstances of your dismissal involve a gross misconduct offence;
- you may be required to take all or part of your remaining holiday entitlement during your notice period;
- the Company reserves the contractual right to give pay in lieu of all or any part of the above notice period by either party;
- *[Optional]* if either you or the Company serves notice on the other to terminate your employment the Company may require you to take "garden leave" for all or part of remaining period of your employment. If you are asked to take garden leave you:
 - must not attend your place of work unless otherwise requested;
 - may not be required to carry out your normal duties during the remaining period of your employment, however, you will still be available for answering queries;
 - will continue to receive your normal salary;
 - must not undertake any other employment for the period of garden leave without prior authorisation from the Company.

In the event of dismissal for gross misconduct, we reserve the right to amend our normal notice provisions.

Return of company property

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility by the last day of your employment. This includes, but is not limited to, the following:

- Company documents, books or other written material;
- keys;

- ID/access card;
- Company credit card;
- Company car.

[Optional] Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

[Optional] Deductions will also be made from your final salary payment in relation to any other deduction agreement you have entered into during your employment with the Company.

Governing law and jurisdiction

This contract of employment is governed by the laws of England and Wales and any claim/dispute arising from its construction or enforceability will be governed by and in accordance with those laws. This extends to non-contractual disputes or claims.

Each party irrevocably submits that the Courts of England and Wales will have jurisdiction over any claims and attempts to resolve all controversies or claims of whatever nature arising from this contract's construction or enforceability or any breach of it.

Declaration

I confirm that I consent to the processing of my personal data by the Company during the course of my employment in any way necessary to maintain sufficient records in respect of my employment.

The provisions of the Data Protection Act 1998 will apply to any and all storage and processing of my personal data by the Company.

Acknowledgement

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms part of my Contract of Employment together with *[delete as appropriate – together with my offer letter and the employee handbook/staff handbook]*. I will keep myself informed of any changes to its content.

Signed by the employee:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of *[insert name of Company]*

Date: