**A SAMPLE EMPLOYER**

**APPRENTICESHIP AGREEMENT**

This Agreement, together with the Employee 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 XXXXXXXXX

**Employs: Name & Address**

This agreement is entered into in connection with [relevant qualifying apprenticeship framework]. This agreement constitutes a contract of employment and not a contract of apprenticeship.

Your employment began on DATE No previous employment counts as part of your period of continuous employment.

1. PERIOD OF APPRENTICESHIP AGREEMENT

This agreement is for a fixed term of insert duration of apprenticeship and will therefore end on or before expected completion date of apprenticeship subject to termination earlier than this date. 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 or the giving of notice by either party or otherwise as appropriate to terminate the agreement. 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.

1. **SKILL/TRADE/OCCUPATION**

Under this agreement, you will work for employer name as you receive training and instruction as a insert details of the skill/trade/occupation of apprenticeship.

1. **TIME OFF FOR LEARNING/INSTRUCTION**

During this agreement you are required to undertake insert number hours of off-the-job training during normal working hours for the purpose of achieving the approved apprenticeship standard detailed above.

Off-the-job training will take place in the form of day release training. Off-the-job training will constitute at least 20% of the duration of your apprenticeship.

It is a requirement of the continued operation of this agreement that you attend the training. You may, from time to time, be asked to produce evidence of your attendance. You will apply yourself diligently, both in respect of those courses and during your work, to acquire the skills involved. Should you be removed from the course due to your conduct, this agreement will terminate.

1. **EXAMINATIONS AND ASSESSMENTS**

It is a requirement of the continued operation of this agreement that you attend for and pass any examinations and/or assessments (this includes all examinations, tests and assessments that are incorporated into the successful completion of the apprenticeship). You will exercise due diligence in order to pass each examination. Should you fail at first attempt without good reason, you must re-sit the examination. Failure at the second attempt without good reason will result in the termination of this agreement.

You must produce for inspection examination results, coursework or other work produced by you as part of the apprenticeship, and any other course related documentation which we may reasonably request.

## PROBATIONARY PERIOD

You join us on an initial probationary period of three 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. You will be informed of the outcome of your probationary period by your Line Manager and you should not consider your probationary period to have passed until such notification has been received. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

## PLACE OF WORK

You will normally be required to work at employer address

You will not be required to work outside the United Kingdom.

## HOURS OF WORK

Your normal hours of work are not variable. Your normal hours of work are 37.5 per week, 9.00 am to 5.00 pm, Monday to Friday with a 30 minute unpaid break each day.

When you are not required to attend college (out of term time) you must attend work at your normal hours detailed above. You may be required to work additional hours, as necessitated by the needs of the business including weekends, on public holidays or at other times outside your normal hours of work.

There are restrictions that apply to the employment of young workers over compulsory school leaver’s age, as follows:-

* You must not work for more than 8 hours a day;
* You must not work for more than 40 hours a week;
* You must not work for more than 4.5 hours in any day without a rest break of 30 minutes.
* You must have a rest period of not less than 48 hours in each seven day period.

## REMUNERATION

Your salary is currently £####.00 per annum payable monthly on the last working day of the month by BACS as detailed on your pay statement. In your first year of employment your salary will be proportionate to the amount of time left in the year. We will ensure that you always receive no less than the National Minimum Wage/National Living Wage.

For authorised additional hours worked, you will be paid at your basic rate of £##.00

## COLLECTIVE AGREEMENTS

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

## BENEFITS

In addition to any which may be mentioned elsewhere in this statement, your position has the benefit of:

1. an Employee Assistance Programme
2. Tools/equipment required for the performance of duties
3. IT equipment required for the performance of duties

Details of the above are shown separately. The above do not form part of your contract of employment and may be amended or withdrawn at any time.

## ANNUAL LEAVE AND PUBLIC/BANK HOLIDAYS

Your holiday year begins on 1st January and ends on 31st December each year, during which you will receive a paid holiday entitlement of 20 days in addition to any of the public/bank holidays. Entitlements are pro-rata for part-time employees. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year.

Conditions relating to the taking of annual leave are shown in the Employee Handbook to which you should refer.

Due to the nature of our business you may be required to work on any of the public/bank holidays listed below, and it is a condition of employment that you work on these days when required to do so. If you are required to work on any of these days you will be given an alternative day of leave in lieu. The date when a day off in lieu is to be taken is to be mutually agreed with us.

The public/bank holidays each year are:

New Year's Day                        The last Monday in May

Good Friday                              The last Monday in August

Easter Monday                          Christmas Day

The first Monday in May            Boxing Day

In the event of you working on any of the above public/bank holidays, you will be paid at double time for the hours worked.

In the event of termination of employment holiday entitlement will be calculated as 1/12th of the annual entitlement for each completed month of service during that holiday year and any holidays 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.

We may require you to take any outstanding annual leave entitlement during your notice period.

## OTHER PAID LEAVE

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

1. Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time
2. Qualifying parents are entitled to parental bereavement leave in line with statutory entitlements in place from time to time

### TRAINING

No further training entitlement is offered by the Company in addition to that which you will receive as part of your apprenticeship.

1. **CAPABILITY AND DISCIPLINARY PROCEDURES**

The disciplinary rules and procedures that will apply when dealing with capability or disciplinary issues are shown under the headings “Capability Procedures” and “Disciplinary Procedures” in the Additional Policies and Procedures to which you should refer.

1. **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you must apply, either verbally or in writing, to a Director within five working days of the decision you are complaining against. The Company will exercise discretion in hearing appeals which are submitted outside of this timeframe. Further information can be found in the Additional Policies and Procedures under the heading “Capability/Disciplinary Appeal Procedure” to which you should refer.

1. **GRIEVANCE PROCEDURE**

Should you feel aggrieved at any matter relating to your employment, raise a grievance promptly with your Line Manager, either verbally or in writing. Whilst there is no deadline by which grievances must be lodged, it may be more difficult for the Company to effectively deal with your grievance if the complaints relate to something which took place a long time ago. Further information can be found in the Additional Policies and Procedures.

## NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER

Under 1 month’s service - Nil.

1 month up to successful completion of your probationary period - 1 week.

On successful completion of your probationary period - 1 month.

## NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE

Under 1 month’s service - Nil.

1 month up to successful completion of your probationary period - 1 week.

On successful completion of your probationary period - 1 month.

## PAY IN LIEU OF NOTICE

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

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## PENSION AND PENSION SCHEME

We operate a contributory pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). Further details are available from details from your Line Manager.

**I acknowledge receipt of this statement and agree that, for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a relevant agreement.**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jo Bloggs

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: employer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Information For Apprentices

**TIME OFF FOR LEARNING**

As an apprentice, you have joined the Company for a fixed period during which you will receive training from the Company in the skill/trade/occupation specified in your Apprenticeship Agreement. The Company will permit you time off during working hours to undertake your studies at your place of learning. You may be requested to provide proof of your required attendance at your place of learning.

Where applicable, you will also be permitted time off to attend examinations (this includes all examinations/tests that are required by your course). You will be expected to attend work both before and after examinations where this is reasonably required by your Line Manager. You may be required to undertake workplace assessments where it is a requirement of your apprenticeship that you do so. The conditions attached to attendance/performance in these examinations and/or assessments are set out in your Apprenticeship Agreement. Alternatively, your learning will take place on the job.

You are expected to use annual leave to cover any time off you may require during working time for examination revision.

**EXAMINATIONS AND ASSESSMENTS**

As the Company is investing in your learning, you are expected to apply due diligence in your examinations and/or assessments in order to perform at the required level. The conditions attached to your attendance and performance in those examinations and/or assessments is set out in your Apprenticeship Agreement. Failure to meet those standards is likely to result in the termination of your Apprenticeship Agreement.

You are required to provide notification to your Line Manager of the date/time of any examinations or assessments within two working days of your being informed that an examination will take place. If the date subsequently changes, or the examination or assessment is cancelled for any reason, you are required to inform your Line Manager at the earliest opportunity, and in all circumstances, before the examination or assessment was due to take place. If upon attendance for an examination or assessment, you are informed that it will not take place, you must contact your Line Manager immediately and attend work, unless instructed otherwise by your Line Manager.

You are subsequently required to provide notification of your examination results to your Line Manager at the soonest possible opportunity. Photocopies of hard copy results will be taken. If you are informed by e-mail, you must forward the e-mail to your Line Manager and this e-mail will be stored.

**COMMUNICATION WITH LEARNING PROVIDER**

Where necessary, the Company will undertake communications with your learning provider regarding, amongst other matters which may arise, your performance.