

## Employment Contract Checklist

### 1. Name of Employer and Employee

This will be the name of the direct employer rather than any parent company for example. If the Company is part of a Group please let us have details of the Group as well.

### 2. Any Conditions Precedent to the taking up of employment

For example, is the employment subject to the taking up of references; passing a medical examination; obtaining a driving licence or some other qualification.

### 3. Date of Commencement of Employment

### 4. Details of any Continuous Employment

If there has been a transfer of the business, any previous employment in the business before the transfer may be deemed to continue into the current business.

### 5. Job Title and Job Description

Please outline each and every function that the employee may be asked to carry out. If there is any chance that the employee may be asked to undertake tasks, which are different to those he would normally perform, please tell us, so we can ensure that we draft a clause that provides for maximum flexibility.

### 6. Place of Work

If there is any prospect now or in the future that the employee may be required to work other than at the principle place of business, please tell us and we will draft an appropriate mobility clause.

### 7. Probationary Period

If there is to be a probationary period prior to confirmation of employment please specify for how long.

### 8. Hours of Work

What are the employee's normal hours of work?

The Working time Regulations specify an upper limit of 48 hours in any seven-day period. Do you wish the employee to opt out of these regulations?

Please note 'working time' can have a wide definition. We therefore need to know the following:-

Is there any 'on call' time?

Will the employee be sleeping on the premises?

Will the employee be residing at the same place he works?

Is night work involved?

Is the employee going to be working overtime? If so is it mandatory and what is the rate of pay?

Is the employee going to be doing shift work or will flexitime be available? If so please let us have full details.

Are there any time keeping or clocking in procedures?

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Is the employee going to be expected to work Sundays?

If the work could be described as monotonous, eg factory line type work, please tell us as this may give rise to additional health and safety obligations.

### 9. Salary

Please let us have details of the rate, method and frequency of payment.

Are salaries reviewed? If so when?

### 10. Other Benefits

We need full details of any other benefits that the employee may enjoy such as:-

- Bonus Schemes
- Commission Structures
- Pension Schemes
- Medical Insurance
- Permanent Health Insurance
- Share Schemes
- Loans - eg for study or season ticket
- Company Car
- Car Allowance
- Luncheon Vouchers

### 11. Holidays

We need the following information:-

The number of days holiday. The minimum under the WTR is 20 days.

Does this figure include public holidays? What is the holiday year?

What is the procedure for booking a holiday?

Are there any restrictions on when it can be taken?

Can holiday entitlement be carried forward?

Will holiday accrue on a monthly basis or will the entirety of it become available upon commencement of employment?

At what rate will holiday be paid at and how will this be achieved? It may be possible to roll up holiday pay into an hourly rate or even a salary.

### 12. Sickness Absence

Will the employee be entitled to contractual sick pay? If so for how long and at what rate?

If the employee will receive SSP, will you be supplementing that payment and if so for how long and at what rate?

Under what circumstances will contractual sick pay be paid? Whilst it can be discretionary there will be limits upon how the discretion is exercised.

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What notification requirements should be imposed both initially and thereafter?

Will the employee be entitled to any time off in the event that a dependant is ill? If so are there any restrictions placed upon such leave?

We recommend clauses for the obtaining of medical reports and information in the case of long term and persistent short-term absences.

We also recommend a clause for the repayment of contractual sick pay if the absence is due to the negligence of a third party and that loss is recoverable eg if the employee is involved in a road accident that is not his fault.

### **13. Conflicting Employment**

In some circumstances you may be able to prevent the employee working for another employer whilst still employed with you. Do you have any reason to do so?

### **14. Data Protection**

You are legally obliged to inform your employee what data you will be storing about him, whether stored electronically or in a paper filing system. Please let us have details of the categories of information that you will be keeping.

### **15. Confidentiality**

Will the employee come across confidential information? If so please let us have details of the categories of this information.

### **16. Restrictive Covenants**

In very limited circumstances an employer may be entitled to restrict who an employee goes to work for after his employment comes to an end. The courts are very reluctant to uphold such clauses and they must be drafted very carefully. If you think that this may apply to you then we recommend that we have a meeting to discuss your requirements.

### **17. Termination**

How much notice do you want to give to the employee and how much do you want them to give to you.

Do you wish to have the option to pay the employee in lieu of notice?

Do you wish to have the option of keeping the employee at home with pay during his notice period (otherwise known as garden leave)?

Do you wish to recover any overpaid holiday upon termination of employment?

### **18. Collective/Workforce Agreements**

These are written agreements with trade unions or workers representatives. Do you have any?

### **19. Overseas Employment**

Will the employee be required to work overseas?

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### 20. Contracted Out?

Is a contracted out pensions certificate in place?

### 21. Disciplinary/Grievance Procedure

Please can you identify any disciplinary offences that you would consider to amount to gross misconduct, which are specific to the particular job. Obviously theft and fighting for example would be included anyway.

How many managers are available to become involved in the disciplinary procedure. Normally there should be at least two, as there should be someone available to hear an appeal from the first manager's decision.

Who is the person who will deal with grievances?

### 22. Maternity/Paternity/Adoption Leave

Will you be offering anything to your employees over and above the minimum statutory requirements? If so, please let us have details.

### 23. Employee Monitoring

Will you now or at any time in the future wish to monitor your employee's e-mail, telephone or internet traffic?

### 24. Will they be subject to CCTV monitoring

Specific Categories

Does your employee fall into any one of the following categories:-

Agency worker  
Betting office worker  
Casual, occasional or temporary staff  
Consultant  
Factory worker or shift worker  
On Fixed Term Contract or employed for single project  
Home worker  
Managerial staff  
Office staff or working in the financial sector  
Overseas worker  
Part time worker  
Residential staff  
Salesman  
Shop worker

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