

SPECIMEN CONTRACT OF EMPLOYMENT

This specimen contract of employment is for your guidance only. It is intended, together with the accompanying notes, to assist you in drawing up the contract for your employee(s), but the contract is your responsibility and the AOP will not enter into any action brought about through use of this draft. If you have any doubts, or require any special clauses in your contract you should take legal advice.

* Clauses marked * are, for the most part, alternative clauses. Choose/delete clause as appropriate. If no alternative is given, delete if not appropriate.

STATEMENT OF MAIN PARTICULARS OF TERMS OF EMPLOYMENT

To: [Employee's name] _____ (the "Employee") of [address] _____.

Date: _____

This contract sets out the main terms and conditions under which you are employed by [name of employer] _____ (the "Employer") of [address] _____.

1. Commencement Date And Duration Of Temporary/Fixed Term Contract

1.1* Your employment commenced on the _____ day of _____ 200__.
Employment with any previous employers does not count as part of your continuous period of employment.

1.2 Your previous employment with _____ counts as part of your continuous period of employment, which therefore commenced on the _____ day of _____ 200__.

1.3* Your employment commenced on the _____ day of _____ 200__ and is expected to last for a period of _____ [*temporary contract*]* and will terminate on _____ [*date*] [*fixed term contract*]*

2. Job Location

2.1* Your normal place of work is at the following address: _____.

2.2* Your normal place of work is at the following address: _____, but you will be required to work at other locations from time to time on a temporary basis.

2.3* Your job involves travelling for the proper performance of your duties, and the head office address is: _____

2.4* You will be required to work outside the United Kingdom for a period of _____ [*more than one month*]. During this period your remuneration will be paid in _____ [*currency*]. Additional benefits during the posting will include _____. Upon returning to the United Kingdom you will _____ [*terms and conditions*].

3 Remuneration

3.1 Your remuneration will be at the rate of £_____ per *hour/day/week/month /annum or such other sum as shall from time to time be agreed in writing.

3.2 You will be paid in arrears by *cash/cheque/bank credit.

3.3 A performance-related bonus may be paid at the discretion of the employer.

3.4 Although unlikely, mistakes may occur with the calculation and payment of wages. You should always check your pay slip and, in the event of any discrepancy, raise the matter immediately. If there is an underpayment, the employer will correct this mistake by making a payment to you. In the event of making an overpayment of wages or incorrect deduction of tax or national insurance, a deduction/adjustment will be made to your next salary payment. If an overpayment is not noticed for some time, the employer will reclaim the overpayment by making deductions from your salary, possibly on a deferred-payment basis and by agreement with you.

3.5 If at any time during or on termination of your employment you owe the Employer money you agree and authorise the Employer to deduct the sum or sums from any payment due to you from your Employer whether wages, salary, bonus or payment of any other kind. For example this will cover deductions for overpayments, expenses, holiday pay, sickness pay and professional fees.

4 Collective Agreement.

4.1* Your terms and conditions are not subject to a collective agreement.

4.2* Your terms and conditions are also subject to the provisions of the collective agreement(s) in force from time to time and made between [employer's name] and [name(s) of any trade unions concerned] a copy of which is available for your inspection at [insert].

5. **Job Title.** You are employed as *Receptionist/Dispensing Optician/Optomtrist/Pre-Registration Student/Other.

6 Hours of Work and Absence During Working Hours

6.1 You are required to work the following hours each week:

Monday	_____	Tuesday	_____	Wednesday	_____
Thursday	_____	Friday	_____	Saturday	_____
Sunday	_____				

6.2 Your hours of work will be as follows: _____.

[A [1 hour] break for lunch will be taken between [state hours].]

6.3 To ensure adequate cover during holidays or sickness absence you may be required to undertake different duties and hours of work than normal. You will be notified *orally/in writing.

6.4 In view of the nature of the work additional hours may be required from time to time. You are expected to be flexible and work whatever hours are reasonably required to fulfil the responsibilities of your role, and you will be expected to co-operate when requested to undertake additional hours. Additional hours will be paid at *your normal rate/time and one half/or you will receive time off in lieu.

6.5 The 48 hour limit on average weekly working time set out in the Working Time Regulations 1998 shall not apply to your employment. You are entitled to withdraw your agreement that the 48 hour limit shall not apply to your employment by giving the company not less than 3 months prior written notice.

6.6 Absence. If you need to be absent during working hours you must inform [named person] of the circumstances without delay. You should not be absent from work without prior authority without good reason. However, it is recognised that within certain cases it may not be possible to obtain prior authorisation and a message explaining the situation must be passed to [named person] as soon as possible. Unauthorised absence can be considered to be gross misconduct for which you may be summarily dismissed (i.e. without notice or payment in lieu of notice).

7 **Probation**. You will be on probation for a period of up to *six/twelve months during which time your progress will be monitored. Provided a satisfactory standard is achieved and maintained your employment will be confirmed. In the event of unsatisfactory progress your employment will not be regarded as confirmed and will be terminated either during or at the end of probation. The disciplinary procedure will not apply during this period and you may be dismissed without prior warning.

8 **Conduct**

8.1 You will be expected to work diligently, in good faith and to the best of your ability.

8.2 For details of disciplinary rules and grievance procedures refer to Appendix 1. During the first 12 months of continuous employment, your employment may be terminated without recourse, in full or in part, to the disciplinary procedure.

8.3 The internet and e-mail system must be used for business purposes only unless otherwise authorised by [your line manager]. You may, with the prior consent of [your line manager] use either the internet or e-mail for personal use.

8.3.1 You should be aware that all internet and e-mail usage may be monitored by the employer and is not subject to any right of privacy.

- 8.3.2 Any misuse of the internet and e-mail will be regarded as a disciplinary matter and may lead to dismissal.
- 8.3.3 The use of the internet and e-mail to view, download or forward any indecent or other unsuitable material will be regarded as gross misconduct and will lead to dismissal.

9 Holidays

- 9.1 You are entitled to all public holidays, including those when the holiday falls on a day on which you would not normally have worked and for which you will be paid or given a day off in lieu at the discretion of the employer. If you work part time, this will be on a pro rata basis.
- 9.2 Absence without permission on your normal working day immediately prior to, or the day immediately after any Public Holiday (or group of such days), or day or days taken in lieu as appropriate, will entail forfeiture of the right to payment for that Public Holiday or group of such days, or day or days in lieu .
- 9.3 Holidays will be taken only at times which are convenient to the practice, and the employer's decision will be final. Sufficient notice of intention to take holiday must be given to [the employee's supervisor or manager]. [No more than ____ days holiday to be taken at any one time, unless permission is given by the employee's supervisor or manager.]
- 9.4 The holiday year runs from _____ to _____ [dates].
- 9.5 Your holiday entitlement (including/excluding public holidays) will be as follows:

In the first complete holiday year	_____ days.
In the subsequent _____ years	_____ days.
From thereafter	_____ days.

Staff joining after the start of the holiday year will be entitled to ____ days pro-rata for the year.
- 9.6 All holiday pay will be at *basic/average salary rate.
- 9.7 On termination you shall be entitled to annual holiday, or pay in lieu thereof, pro rata based on the number of months worked in the current year, less any days already taken. The employer will be entitled to insist that any such holiday will be taken during the notice period. Where days have been taken in excess of the entitlement at the date of termination excess will be repayable and may be deducted from the moneys due to the employee on termination of employment.
- 9.8 Annual holiday entitlement in excess of the statutory minimum holiday entitlement will cease to accrue in cases where you are absent from work for a continuous period in excess of [insert]. Accrual will recommence after the completion of 1 calendar month of working.

9.9 No holiday entitlement can be carried forward from one year to the next unless previously agreed in writing.

10 **Sickness or Accident**

10.1* You are not, as of right, entitled to sick leave or any payment in respect of absence through illness outside the provisions of the Social Security Contributions and Benefits Act 1992. If you are prevented from working through illness or injury the procedure shown in Appendix 2 must be followed.

10.2* There is provision for a Sick Pay Scheme relating to your employment as set out below. Any payment of sick pay made in accordance with the scheme will be inclusive of any Statutory Sick Pay entitlement. If you are prevented from working through illness or injury the procedure shown in Appendix 2 must be followed.

<u>Period of Service</u>		<u>Entitlement to Sick Pay</u>
Less than 1 year	**	4 weeks pay in any 12 month period
1 to 5 years	**	6 weeks pay in any 12 month period
Over 5 years	**	8 weeks pay in any 12 month period

NOTES

- Payments made are at the discretion of the management.
- All payments made include SSP.
- As with SSP, employees must follow the proper procedure for the notification of absence in order to qualify for payment.
- At any time during employment, you may be required to undertake a medical examination by a GP/Specialist chosen by the employer.
- Employees who are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations will not be entitled to any payment other than Statutory Sick Pay.
- Eligibility for payment will not prevent the employer from terminating an employee's employment prior to the expiry of the above maximum benefits.

10.3 If you are absent from work due to sickness, injury and/or any other incapacity and provided that you fully comply with the employer's sickness rules and procedures from time to time in force (refer to Appendix 2) the employer will pay Statutory Sick Pay (SSP) to which you may be entitled in accordance with its obligations. Any discretionary payment that is made will include SSP to which you may be entitled and will take account of any social security benefit for which you may be eligible (whether or not you reclaim it).

The employer's sickness rules and procedures contain important rights and obligations that have been incorporated into your contract and you should read them carefully.

- 10.4 In the event of absence on account of sickness or injury the employee must inform the employer of the reason for the employee's absence as soon as possible, and must do so no later than _____ [state time] on the day on which absence first occurs.

In respect of absence lasting seven or fewer calendar days, the employee is not required to produce a medical certificate unless specifically so requested by the employer, but must complete the employer's self-certification form on return to work from such absence.

In respect of absence lasting more than seven calendar days, the employee must on the eighth calendar day of absence, provide the employer with a medical certificate stating the reason for absence and thereafter provide a like certificate to cover any subsequent period of absence. The employer reserves the right to ask the employee at any stage of absence to produce a medical certificate and/or to undergo a medical examination.

The employee will be paid his/her normal basic remuneration (less the amount of any Statutory Sick Pay or social security benefit to which he may be entitled) for _____ working days in total in any one sick pay year, which runs from _____ to _____. Entitlement to payment is subject to notification of absence and production of medical certificates.

The employer operates a Statutory Sick Pay scheme and the employee is required to co-operate in the maintenance of necessary records. For the purposes of calculating the employee's entitlement to Statutory Sick Pay, qualifying days are those days on which the employee is normally required to work. Payments made to the employee by the employer under the sick pay provisions in satisfaction of any other contractual entitlement, will go towards discharging the employer's liability to make payment to the employee under the Statutory Sick Pay scheme.

11 Pension

- 11.1* Subject to statutory qualifying criteria you will be provided with access to a stakeholder pension.

- 11.2* There is/is not a contracting out certificate in force in respect of this employment.

- 11.3 The employer does operate a pension scheme, details of which have been provided to you.

- 11.4 The scheme will be terminable in accordance with its rules.

- 12 Retirement Date.** The retirement age applicable to your employment is ____ [State the retirement age, which must not be below 65 unless a lower age can be objectively justified].

13 Notice

13.1* The length of notice which you are required to give or are entitled to receive to determine this agreement is provided by The Employment Rights Act 1996.

13.2.1* As at the date of this agreement the length of notice to be given to the employee is:

<u>Service</u>	<u>Entitlement</u>
Less than 1 month	NIL
1 month to 2 years	1 week
2 years to 12 years	1 week for each year of service
Over 12 years	12 weeks maximum

13.2.2* As at the date of this agreement the minimum length of notice to be given by you to the employer is:

<u>Service</u>	<u>Notice</u>
Less than 1 month	* NIL
1 month to 2 years	* 1 week
2 years to 12 years	* 1 week for each year of service
Over 12 years	* 12 weeks maximum

13.3 The employer reserves the right, in the case of gross misconduct, to dismiss you without notice and without payment in lieu of notice.

13.4 At the absolute discretion of the employer, payment in lieu of working notice may be made and/or you may be required not to carry out your duties or attend your place of work during the notice period.

13.5 Should you not work any part of your notice period, or leave without giving notice or without permission of the company, the company reserves the right not to pay you for your period of notice not worked.

14 Standards and working methods. The employee will be expected to conform to the standards of behaviour and working methods laid down by the employer.

15 Confidentiality. As the Employer's business is specialist and competitive, during the course of your employment you are likely to have access to and an intimate knowledge of the Employer's trade secrets and confidential information. You will also have access to patient records and information which is confidential to the patient and the employer. Disclosure of such trade secrets and confidential information would place the Employer at a serious competitive disadvantage and do serious damage (financial and/or otherwise) to its business and would cause immeasurable harm.

Therefore, both during your employment and after its termination you are prohibited from communication or disclosing to any third party any trade secrets or confidential

information of the Employer and from using such information for your own purposes, unless prior written authorisation from the Employer has been obtained. For this purpose trade secrets and confidential information shall include but not be limited to:

- Details of the employers' patients including (without limitation) names and addresses, prices paid by such patients for services provided and other terms of dealing with the Employer;
- The Employer's proposed strategies and plans;
- The Employer's current business strategies and plans including (without limitation) know-how and internal working practices;
- All information as to the requirements of the Employer's customers;
- All information relating to patient profiles, histories or similar information.

16 Uniform. When provided uniform must be worn and maintained in a manner acceptable to the employer. All staff will be obliged to maintain standards of dress and personal appearance as required by the employer.

17 Changes in terms and conditions. From time to time, according to the needs of the practice, and the nature of your work, your terms and conditions of employment may be subject to variation. Should this occur one* month's notice of such change taking effect will be given by written personal notification.

18 Health And Safety. The employer recognises its obligations under the Health and Safety Legislation and the employee shall follow that policy. This information is provided to you by means of * a statement/* a notice displayed in the practice.

19 Equal Opportunities. The employer is committed to the principle of equal opportunity in employment. You have an obligation to report to management any act of discrimination known to you.

20 References. Your employment is conditional upon the receipt of satisfactory references [one of which should be from your previous employer]. A reference in respect of any criminal records may be sought from a national criminal records agency. If satisfactory references cannot be obtained the employer may give you notice. If false qualifications or false information in respect of any past criminal convictions are given in an application or interview for a job, or false information is provided, this will be deemed by the employer to be gross misconduct.

FOR PROFESSIONAL STAFF ONLY:

PROFESSIONAL RESPONSIBILITIES

21 Standards of Practice. You are expected at all times to maintain a high clinical standard and observe the legal requirements and professional guidelines of the General

Optical Council, the Department of Health, the College of Optometrists* /Association of British Dispensing Opticians*.

22 Professional Fees

- 22.1 You are expected to maintain Registration with the General Optical Council *at your own expense/which will be paid by the employer.
- 22.2 You are required to retain membership of the Association of Optometrists *at your own expense/which will be paid by your employer.
- 22.3 An employee leaving will be required to reimburse the employer on a pro-rata basis for any professional fees paid by the employer.

23 Continuing Education. The employee will be required to keep up-to-date with developments in optometry through undertaking continuing education (CE) on a regular basis. The employee is required to achieve [] CE points each year.

- 23.1* The employer will, subject to giving prior approval, pay for the courses the employee wishes to take as part of his/her continuing education for his/her work as an optometrist with the practice. Such courses will only be paid for by the employer when they have been agreed in writing in advance by the employer.
- 23.2* The employee will be required to pay for any courses s/he undertakes by way of continuing education in accordance with this clause.
- 23.3 When attending any continuing education courses in accordance with this clause the employee will be paid/will not be paid* for the time away from practice.

24 Restrictive Covenant. For a period of _____ months/years after termination of your employment howsoever occasioned, including breach by your employer, with the employer you will not practise as an *Optometrist/a Dispensing Optician within a radius of ____ miles of any practice of the employer at which you have been employed within the last *3 months/6 months/12 months, without the consent in writing of the employer.

25 Sole Employment. During the course of your employment with the employer you will apply yourself diligently and in good faith to the business of the employer, and will not practise as an *Optometrist/a Dispensing Optician other than for the employer, without the consent in writing of the employer, such consent not to be unreasonably withheld.

26 Activities Outside of Work. The employee will not, either within or outside working hours, engage in any activities which may give rise to any conflict of interests or adversely affect the interests of the employer.

27 Practice Records. The copyright of all confidential information (save for that which has come into the public domain) e.g. practice records and mailing lists, however and by whosoever written and compiled (including by the employee) belongs absolutely to the employer. The employer also owns all such material. In the event of an optometrist

or a dispensing optician wishing to defend any legal proceeding or obtain legal advice which requires reference to a patient's records which belong to the employer, the employer will give the optometrist or dispensing optician or their legal representatives access to the patient's records as is given under section 35 of the Data Protection Act 1998 to assist in the defence of the claim.

FOR PRE-REGISTRATION STUDENTS ONLY:

28. Duration of Employment

28.1 Your employment will terminate for the reason specified in clause 28.2.1 or 28.2.2 on the date specified in clause 1.3, on completion of the required pre-registration experience, unless terminated earlier under the terms of this contract.

28.2.1* Your employment will terminate upon the date specified in clause 1.3 upon your successful completion of the Pre-registration Period Final Assessment prior to or upon that date.

28.2.2* Your employment will terminate upon the date specified in clause 1.3 upon your failure to complete successfully the Pre-registration Period Final Assessment prior to or upon that date.

28.3 In the event of failure to complete successfully the Pre-registration Period Final Assessment the employer will consider your continued employment subject to suitable practice conditions at the end of the Pre-registration Period. In the event of the contract continuing, your employment under this contract will be terminated upon the successful completion of your Pre-registration Period Assessment or in the event of your failing to successfully complete the Pre-registration Period Assessment after [*one/two/three etc] attempts.

29. Payment of Expenses

29.1* The employer will pay expenses associated with your pre-registration training as follows:

Fees for the Pre-registration Period Assessment *but not for any resit fees due to a failure to pass the final Assessment at the first attempt;

Refresher courses agreed in advance;

Travel and accommodation costs for attendance at final Assessment and courses.

29.2* The employer will provide you with an interest free loan of £_____ in three installments during the year, to cover expenses relating to the final Assessment, courses fees etc. incurred as part of the Pre-registration Period. This loan would be repayable only in the event of the employee leaving this employment during the Pre-registration Period or within one year of registration.

30 Preparation for the Pre-Registration Assessment

- 30.1 The employer will provide you with *paid/unpaid study leave of _____ days at a mutually agreed time in advance of the Pre-registration Period Assessment.
- 30.2 You are required to study conscientiously for the final Assessment.
- 30.3 You are required to attend refresher courses requested by your employer or supervisor.

31 Duties. You are required to undertake general practice duties which your employer considers will be relevant to your optometric development.

Signed this _____ day of _____ 200__ by

Employee

Employer

Please note: The Association of Optometrists has made every effort to ensure that the information in this specimen contract is correct, however, we cannot accept any liability for the accuracy or content. People relying on this specimen contract do so at their own risk, but you may check with the Association for guidance.

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