

## ***Terms and Conditions***

Stramash may from time to time require you to undertake additional or other duties as necessary to meet the needs of Stramash on a short term basis e.g. holiday or sickness cover.

### ***Probationary period***

New employees join Stramash on a six month probationary period.

During and/or at the end of your probationary period you may be asked to attend employment reviews to discuss your overall work performance. Absence, timekeeping and general attitude may also be taken into account. If Stramash is satisfied that you have reached the required standard, including SSSC registration, your employment status will be confirmed.

If you have not reached the required standard, your employment will be terminated with the required notice.

Stramash reserves the right in borderline cases to extend the probationary period, in the hope that a further period will enable you to reach the required standard. A subsequent employment review will be held and a decision made. Your employment will then either be confirmed or terminated with the required notice.

### ***Protecting Vulnerable Groups (PVG) scheme check***

Your employment is conditional upon a satisfactory PVG check and you are expected to cooperate with us in obtaining this. Failure to do so will result in the termination of your employment.

Stramash will fund the cost of your PVG check. If your employment is ended within your probationary period by either party, you will be required to reimburse us for this cost. You will be required to sign an "Agreement to deduct from pay" form authorising us to make this deduction prior to any request for a check.

A more detailed explanation is contained in the Employee Handbook.

### ***Place of work***

Your normal place of work is Stramash Outdoor Nursery.

You may be required to work at other locations to meet the needs of the business.

You will not be required to work outside the UK.

### ***Pay arrangements***

Payment is made monthly, in arrears, directly into your bank/building society by the 30th day of each month.

If a mistake is made in the payment of any monies due, Stramash expects to be notified immediately. The error will normally be corrected at the next available opportunity.

### ***Hours of work***

Your normal hours of work will be between 8am and 6pm each week to be worked flexibly between the above hours in accordance with the weekly roster, which will be discussed with your line manager.

You will be entitled to an unpaid break of 30 minutes each day. These normal hours of work may be varied to meet the needs of the business.

On occasion, you may be asked to work hours in addition to those above. This may include the need to work shifts, unsocial hours and weekends.

### ***Holiday entitlement***

The holiday year runs from 1 January to 31 December. You are entitled to 28 days' holiday a year, inclusive of any bank/local holidays that you may be permitted to take, calculated at the rate of 1/12th for each complete month of service remaining in the current holiday year.

During your first year of service, however, your entitlement to take holidays will accrue on the first day of each month of that year at the rate of 1/12th of the annual entitlement. Where the current accrual includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day.

There is no additional entitlement to bank/local holidays.

Part-time employees are entitled to pro-rata holidays.

A more detailed explanation is contained in the Employee Handbook.

### ***Holiday pay***

Payment for holidays will be at your normal basic rate under your terms and conditions of employment for your normal hours of work.

On termination of employment holidays will be calculated in proportion to the full entitlement. If you have taken less than this entitlement the surplus holiday pay will be added to your final pay. If you have taken more than this entitlement the excess holiday pay will be deducted from your final pay.

### ***Sickness absence***

Stramash is required to pay Statutory Sick Pay for certain periods of sickness absence. Payment may be made to eligible employees for periods of absence of four days or more.

A more detailed explanation is contained in the Employee Handbook.

### ***Disciplinary procedure and rules***

Should your conduct or performance fall below the standards required then disciplinary action may be taken. This procedure is designed to help and encourage employees to achieve and maintain Stramash's standards of conduct and performance and should be looked upon as a corrective process.

A more detailed explanation of the procedure and rules is contained in the Employee Handbook.

### ***Disciplinary appeal procedure***

You have the right to appeal at any stage in the disciplinary procedure if you are dissatisfied either with a disciplinary decision made against you or the level of penalty imposed. You should do this in writing to the Chief Executive within five days of receiving your confirmation of discipline letter.

A more detailed explanation of the procedure is contained in the Employee Handbook.

### ***Grievance procedure***

If you have any grievance relating to your employment, you should raise it with your Manager in the first instance. If you want the grievance to be dealt with formally, you must raise it in writing.

A more detailed explanation of the formal procedure is contained in the Employee Handbook.

### ***Pension scheme***

Stramash does not operate a pension scheme but you will be enrolled into an 'auto-enrolment' pension scheme if there is a legal requirement to do so under the current pensions legislation. If you are not automatically enrolled into the scheme you may still be entitled to join. Further details will be provided separately.

### ***Collective agreements***

There are no collective agreements directly affecting your terms and conditions of employment.

### ***Notice periods***

#### Notice period to be given by the employee to the employer

Less than one month's service – nil.

One month's service or more – one month's written notice to the employer.

#### Notice to be given by the employer to the employee

Stramash has the right to serve notice of termination of your employment at any time in accordance with the notice provisions below.

Less than one month's service – nil.

One month's service but less than five years – one month.

Five years' service or more – one week for each complete year of service up to a maximum of 12 weeks.

#### General

If you leave without giving and working your full notice, any additional cost in covering your duties during the notice period not worked will be deducted from any termination pay due to you.

Stramash may require you to take some or all of any outstanding holiday entitlement that you may have during your notice period.

### ***Pay in lieu***

It is agreed that Stramash may terminate your employment with immediate effect on notification that a payment in lieu of notice is to be made to you. You shall not be entitled to any benefit other than pay in respect of any period for which payment in lieu is to be made.

### ***Garden leave***

Stramash reserves the right to require you to remain away from your place of employment for all or part of your notice period, with or without work, whether you or Stramash gives notice. You must accept that whilst still employed by Stramash on notice either at home or on Stramash premises you must not work for any other company, firm, person or business.

### ***SSSC registration***

It is a condition of your employment that you are registered with the Scottish Social Services Council (SSSC). You must provide evidence of registration. Should you fail to renew your SSSC registration and the registration lapses, you will not be able to work and will be suspended from work without pay until you are able to provide proof that you have re-registered. If you are deregistered by the SSSC you must inform us immediately.

### ***Lay off/short time working***

Stramash reserves the right to lay off employees or to introduce short-time working should this be required by a downturn in work or other needs of the business.

A more detailed explanation of the procedure is shown in the Employee Handbook.

### ***Confidentiality***

For the purposes of this section "confidential information" shall include (without limitation) information concerning any unpublished information, whether personal, financial, operational or otherwise in relation to:

- Stramash,
- any of Stramash's children, parents, staff, suppliers or agents so far as it has come to your knowledge by reason of your employment.
- personal data relating to prospective, current or past employees or matters relating to security.

You will not (except in the proper performance of your duties) either during your employment or at any time after its termination for whatever reason:

- disclose any confidential information to any person,
- turn such confidential information to your own account.

You will use your best efforts to prevent:

- the publication or disclosure of confidential information,
- any misuse of such information.

With respect to any confidential data (including personal data) disclosed to or accessed by you, you must ensure that you notify Stramash of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of personal or confidential data as soon as you become aware and keep Stramash informed of any related developments.

You must obtain permission from the Chief Executive Officer before agreeing to give any lecture, press interview, or to publish any article, which would give details of any Stramash business.

### ***Safeguarding***

Employees should ensure that any relationship they may have with another member of staff or an existing parent or client of Stramash outside of work, does not bring Stramash into disrepute. If you are in any doubt about the possible implications of any private relationships on your professional conduct as a Stramash employee, you should contact the Chief Executive Officer to discuss your situation in confidence.

### ***Conflict of interest***

During your employment you will be expected to devote the whole of your working time and attention to Stramash's business and to use your best endeavours to promote Stramash's general interest.

If required to do so you must provide details of any relationships with any of Stramash's parents or suppliers and comply with any reasonable instructions given to you by Stramash on such relationships.

You agree that you will not during your employment, whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other third person, firm or company, be engaged in or concerned with any other trade or business which provides care services without prior written consent from the appropriate line manager.

### ***Other terms and conditions of employment***

Any agreed amendments that materially alter the terms and conditions contained in your contract will be notified to you in writing and shall take precedence over the terms in this statement.