**Apprentice agreement for Members’ Staff**

**This apprenticeship agreement is to set out the principal duties and responsibilities of the parties in accordance with the Employment Rights Act 1996.**

................................................................................................................... Member of Parliament for the ........................................................................................................................ Constituency offer ................................................................................................ (name of employee) an apprenticeship agreement at this date ........................................

# General

1. The purpose of this Apprenticeship Agreement is to set out the principal duties and responsibilities of the parties.

1.2 The Apprenticeship will take the form of centre training and work placement training. The apprentice will be expected to complete (insert length of study, how many days per week etc) and (insert length of work-based training, how many days per week etc.) and to sit and successfully pass (level of qualification if appropriate).

During this apprenticeship, the apprentice will be based at (insert location) although may be asked to work from other locations as required.

1.3 The apprenticeship will last for a period of (number of years). This agreement commences on (START DATE) and shall continue until the (END DATE). The apprentices’ continuous employment commences on (START DATE) and no previous employment with any other employer shall count for continuity of employment purposes.

# Salary

2. The apprentice will be paid a salary of £................(minimum of £5.28 per hour for those under 19 years’ old or in first year of training or National Minimum Wage) per annum (less any deductions for tax and National Insurance) in 12 equal monthly instalments in arrears. This will be paid in into your bank account on the last working day of each month. There is no contractual right to any pay increases during the apprenticeship.

Or

The apprentice will be paid a starting salary of £……….pa, the salary will be increased as set out below:

Year 1 (starting salary)

Year 2 (£………………)

Year 3 (£………………)

# Expenses

3. All allowable expenses necessarily incurred by you on my behalf in the performance of parliamentary duties or to undertake your agreed training will be reimbursed on production of necessary receipts subject to any applicable guidance issued by IPSA from time to time.

# Training fees

4. I agree to pay any fees in relation to the training of the apprentice to include any college and examination fees.

# Apprentice’s duties

5. The apprentice hereby agrees that they will:

5.1 Attend all scheduled training centre and college lectures and classes.

5.2 Complete all coursework and deliver it on time.

5.3 Complete the duration of the training course unless this agreement is terminated prior to completion in accordance with section 13.

5.4 Undertake and perform the duties assigned during the work-based element of the apprenticeship to a satisfactory standard.

# Hours of work

6. Your hours of work will depend on your study programme and my Parliamentary workload and may therefore vary throughout the year. Your normal working week (excluding lunch breaks) will be based on an average of:

Full time staff ........................................(number of hours between 37.5 and up to 42 hours)

Part time staff (minimum hours 16 per week)....................................... hours arranged as follows...........................................

......................................................................................................(days and hours per day)

# Additional hours

7. Some evening and weekend work may be required. If you are asked to work additional hours, time off in lieu will normally be granted. If this is not feasible, overtime will be paid. No time off in lieu or overtime will be granted where you have not received prior approval to work additional hours.

**Part timers** (minimum hours 16 per week) – extra hours will be at your usual hourly rate of pay until you exceed the normal full-time hours for the job which are.....................(37.5 or up to 42 hours net). After this you will be paid at a rate of time and a half.

**Full timers** – extra hours will be paid at a rate of time and a half.

It is likely that any additional hours will have to be worked at short notice. I will, however, give you as much notice as I possibly can.

The Working Time Regulations 1998 limit the working week to an average of 48 hours, normally calculated over 17 weeks. If you consider that you are working at or near this limit you should tell me. I may then ask you to sign an agreement to opt out of the 48-hour limit, and/or to monitor your working hours if you do not already do this. If you choose not to opt out of the 48-hour limit you will not suffer a detriment and may opt back in upon three months’ notice.

# Place of work

8.The main location of your work will be at..............................................................................

..........................................................................................................................................

However, you may on occasions be required to work at other locations either in Westminster or within the constituency. If you travel between my constituency and Westminster at my request the travelling time will be regarded as part of your working hours.

# Annual leave

9.The holiday year will commence on 1 January, if your contract starts part way through a year it will be pro-rated accordingly. Leave dates must be agreed in advance and must not interfere with any of the important training requirements.

Either – **full time staff**

Your holiday entitlement in the first year of your employment will be ............days (between 20 and 30 days) pro-rata.

You will also be entitled to eight public holidays on full pay.

Or – **part time staff**

Your holiday entitlement in the first year of your employment will be ............days (between 20 and 30 days which will be pro rated for part time staff).

You will also be entitled to eight public holidays on full pay which will be pro-rated.

# Sickness

10. If the apprentice is unable to attend work for any reason whatsoever they must inform me, as soon as possible on the first day of absence, and preferably by telephone, as to the reason for the absence, and if possible, the likely return date.

If the Apprentice is absent for seven days or less the apprentice must let me have confirmation in writing giving the first and last day of sickness as well as the reason for absence. (When calculating sickness absence Saturdays, Sundays and any other days not normally worked should be counted).

If the sickness absence continues for more than seven days a medical certificate from a doctor must be forwarded to me without delay. Further certificates should be submitted each week for as long as the illness lasts. For avoidance of doubt, this clause applies to workplace training and training centre/college attendance.

In the case of repeated absences I reserve the right to request medical evidence for periods of absence of less than seven days.

Subject to the above procedure, normally, during your Apprenticeship full pay (inclusive of Statutory Sick Pay) up to a maximum of one week paid sick leave for every four weeks worked continuously will be paid during sickness absence.

# Pension provision and retirement

11For contracts of employment above three months you will be automatically enrolled into the Legal and General MP Staff Pension Scheme. It is a non-contributory plan and IPSA will administer the scheme on your employer’s behalf. Employer contributions will be made from public funds at an amount not exceeding 10% of your gross pay to the Plan. A website giving details of the Pension Scheme is available on the IPSA website. However you will be contacted directly from Legal and General after they have received the first contribution.

A contracting-out certificate under the Social Security Pensions Act 1975 is not in force for this employment. This means that you will not be contracted out of the State Second Pension (S2P).

# Trade union membership

12. The Apprentice has the right to be a member of a Trade Union.

# Early termination

13. I reserve the right to terminate this agreement subject to one month’s notice before the expiry date given in para 1.3 in the following circumstances:

13.1 If the Apprentice fails without a reasonable excuse to complete and submit college course work on time or at all and/or the Apprentice fails to achieve satisfactory grades/marks I course work and examinations.

13.2 If the Apprentice’s attendance on either the college or experience-based aspects of the apprenticeship are unsatisfactory.

13.3 In any circumstances that would constitute an act of serious or gross misconduct.

13.4 The Apprentice commits a serious breach of this agreement.

# Duty of confidentiality

14. The Apprenticeship is based on trust and confidence. The Apprentice must preserve the secrecy or confidentiality of any information relating to myself or to others, and any information which gives rise to a duty of confidentiality to a third party, which has been acquired by the Apprentice. During the course of the apprenticeship, you must preserve the confidentiality of such information, and you must not disclose or publish such information to any person or persons (except as authorised by me) or use it for your own purpose or for any purpose other than those I have authorised, Any breach of this duty may lead to disciplinary action.

This duty of confidentiality continues after the end of your employment with me.

# Miscellaneous

15. The Apprentice will be managed under the normal policies and conditions of employment, which are attached for reference.

# Acceptance

If this is acceptable to you, please sign and return the duplicate copy of this letter.

**Member’s name**

**Signature**

**Apprentice’s name**

**Signature**

**Date**

Once signed by both parties, please forward to IPSA:

* one original copy of the contract (signed by the MP and the employee)
* an Employee New Starter Form (signed by the employee)
* the employee’s P45 or an HMRC Starter Checklist

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| Data protectionIPSA collects and processes personal information about you to exercise its statutory functions, to provide you with the services you have requested and where it is in our legitimate interests to do so. We will only use the information you provide on this form for the purposes set in the form and in any relevant related guidance to provide you with the services you have requested, to exercise our statutory functions or where we are otherwise required by law. We may disclose information to third parties where it is fair and lawful to do so, while respecting your privacy rights. Information about how we use and protect your personal information, and your data protection rights is set out in the IPSA Privacy Notice available on our [website](https://www.theipsa.org.uk/about-us/privacy/). You can contact us by email to privacyrights@theipsa.org.uk or by post to IPSA, 2nd Floor, 85 Strand, London, WC2R 0DW.Freedom of informationInformation held by IPSA may be disclosable under the Freedom of Information Act 2000. Information about the Act for MPs and their staff is available on the IPSA [website](https://www.theipsa.org.uk/ipsa-for-mps/guidance/ipsa-and-the-freedom-of-information-act/). |