



PATH NATIONAL LTD TRAINEE AGREEMENT

This Agreement is made between:

PATH National Limited, (hereinafter referred to as PATH), and **(Trainee)** (hereinafter referred to as the Trainee).

1.0. WORK EXPERIENCE PLACEMENT

Under the terms of this Agreement, PATH agrees to provide the Trainee with a work-training placement with the following Placement Provider:

(placement provider)

and a course of formal training, on an accredited course of study. The Trainee will be paid a training allowance in the amount of **£12,500** per annum, which will be paid in monthly instalments, on the following terms and conditions:

- 1.1. The Trainee is expected to attend the work-training placement for on-the-job work experience, which will commence on **(start date)** and end on **(end date)**.
- 1.2. The Trainee is expected to undertake a total of **36 hours** per week including attendance on day release to college/university and specialist courses or 1 day study leave allowance, which PATH will work with the Trainee to arrange. The Placement Provider will determine the actual hours and days of the work-training placement, on a weekly basis.
- 1.3. Any tasks undertaken by the Trainee while on work-training placement will have the purpose of promoting the Trainee's competence, understanding and familiarity in the Trainee's chosen vocational area.
- 1.4. The Trainee will have no contractual relationship with the Placement Provider. **The Trainee's contractual relationship will be with PATH and is a training contract not an employment contract.** However, the Trainee will be expected to behave as a member of the Placement Provider's staff and abide by all the terms and conditions applicable to the Placement Provider's own staff and respect the Placement Provider's policies and procedures.
- 1.5. The Trainee will be under an obligation to PATH and to himself to make satisfactory progress on the work-training placement programme, which will be agreed with the Trainee. Failure to do so may result in the termination of this Agreement.

2.0 WORK EXPERIENCE

The Trainee will be given practical experience in all aspects of their chosen area of work. The Trainee will be expected to reach a reasonable standard of competence and performance for each task for which he has been trained. Failure to do so may lead to the termination of the traineeship.

3.0. TRAINING ALLOWANCE

The training allowance in the first year will be the amount stated in Clause 1. On completion of the first year of the traineeship, the Trainee may receive a cost of living related increase in the training allowance. This is at the discretion of and subject to the approval of the Placement Provider. **However this clause will be null and void if the training allowance exceeds the tax free allowance limit.**



PATH NATIONAL LTD TRAINEE AGREEMENT

4.0. PROBATIONARY PERIOD

The traineeship is subject to the trainee successfully completing a probationary period of **three months**. The Trainee wishing to terminate the traineeship during the probationary period must give one week's notice. A Placement Provider may terminate the work experience placement during the probationary period by giving one week's notice. A review will take place at the end of **three months** and if progress is satisfactory, the traineeship will be confirmed in writing.

5.0. PERFORMANCE REVIEW

The progress and performance of all Trainees will be reviewed periodically at performance review visits against performance criteria, which will include:

- Standard of work and behaviour at the work placement
- Attendance and performance on the college course
- Attendance on specialist courses
- Time keeping
- Attendance record
- Conduct

Failure to rectify unsatisfactory performance or conduct will lead to the termination of the traineeship.

6.0. UNIVERSITY COURSE

The trainee will be required to attend a university to take a CILIP accredited Masters qualification, which may be through part-time or distance learning study. Sufficient time off will be given for any compulsory residential element. In addition up to five days study/exam leave per year will be given. Any additional study leave will have to be taken as Annual Leave. All leave must be agreed in advance with the Client Relationship Manager and Placement Supervisor.

7.0. PAYMENT OF COLLEGE FEES

PATH undertakes to pay the fees for the Trainee enrolling on a designated course. In the event of the Trainee leaving PATH before the completion of this Agreement, or if the Trainee fails to make sufficient progress on the course through lack of application, effort or not handing in assignments, failing to attend regularly or failing exams, the Trainee will be required to reimburse PATH with the college fees, and PATH reserves the right to deduct the whole or part of the fees paid from the Training Allowance.

8.0. SPECIALIST TRAINING SESSIONS

The Trainee is expected to attend specialist-training sessions organised by PATH / Cilip during the Traineeship period. Such training courses are to be agreed between the Trainee, the Personal Advisor and the Placement Supervisor as part of the Trainee's personal training and development plan. **Failure to attend prearranged courses will result in the deduction of £30 for each training session not attended.**

9.0. ATTENDANCE



PATH NATIONAL LTD TRAINEE AGREEMENT

The Trainee must keep a record of attendance each day. The Trainee and the Trainee's nominated supervisor, or a nominated authorised person, must sign the record of attendance every week, and submit to PATH on the date given by the Client Support Team Administrator. **Failure to do so will result in the deduction of an equivalent amount of money from the Trainee's monthly allowance.**

If the Trainee is unable to attend work, college or a training session, PATH and the Placement Provider must be informed within one hour of the normal starting time on the first day of absence.

If it seems likely that the period of absence will be longer than initially indicated, the Trainee must inform both PATH and the Placement Provider. Failure to do so may result in non-payment of the allowance for that period.

10.0. SUPERVISION

The Trainee will be expected to attend a regular meeting of at least one half hour's duration with the designated supervisor in order to:

- Monitor progress and receive coaching
- Receive counselling if difficulties arise
- Review and develop the work experience programme in light of the Trainee's progress

The Trainee will have, regular contact, a review meeting with a Client Relationship Manager employed by PATH to discuss and review:

- Progress on work experience
- Receive counselling if difficulties arise
- Discuss the college/university course (where applicable)
- Discuss the training sessions attended
- Discuss job prospects.

The Trainee will attend annual review meetings with PATH, Cilip, employers and other relevant bodies to reflect and share his/her experiences of the traineeship.

11.0. RULES AND PROCEDURES

The Trainee is required to follow the rules and procedures of the Placement Provider with particular reference to confidentiality, health and safety and equal opportunities. It will be the Trainee's duty to ask the supervisor for, and become familiar with, all applicable rules and procedures of the Placement Provider.

12.0. EXPENSES

Unless previously agreed in writing, no travelling expenses will be paid by PATH. The Trainee will be reimbursed by the Placement Provider for any expense incurred **while carrying out the duties of the work-training placement** in accordance with the Placement Provider's own established procedures.

13.0. SICKNESS ABSENCE



PATH NATIONAL LTD TRAINEE AGREEMENT

- a) In the event of absence from the work training placement due to illness for up to seven days including bank holidays and weekends, the Trainee must complete a self-certification form, get it signed by the placement supervisor and send it to PATH. Failure to do so will result in non-payment of the training allowance.
- b) A doctor's certificate must be provided if the Trainee is absent from the work-training placement for more than seven days, including bank holidays and weekends. Sickness on college days will be counted as sick days.
- c) In the event of absence from the work training placement due to illness for up to seven days including bank holidays and weekends, the Trainee must complete a self-certification form, get it signed by the supervisor and send it to PATH. A doctor's certificate must be provided if the Trainee is absent from the work-training placement for more than seven days, including bank holidays and weekends. Failure to do so will result in non-payment of the training allowance. Sickness on college days will be counted as sick days.
- d) The Trainee will be paid the full training allowance for **up to a maximum of ten days in any one year for sickness**. Thereafter any further sickness benefit will have to be claimed by the Trainee from their local Department of Social Security.
- e) The work-training placement will only be held open for the Trainee for a period of up to three consecutive weeks of sickness. A fourth week may be approved if it is clear that the Trainee will return during that week. If the Trainee is unable to return to the work-training placement within four weeks, this Agreement will be automatically terminated unless reasons acceptable to PATH and the Placement Provider can be given.

14.0. HOLIDAY ENTITLEMENT

The Trainee is entitled to **20 days annual leave**. Annual leave may not normally be taken during college term time. Leave may only be taken with the consent of the Placement Provider supervisor.

Where applicable, some holidays may have to be taken during an extended closure period of the Placement Provider (e.g. Christmas holidays) unless the Placement Provider chooses to give the Trainee any additional holidays granted to its own staff during such period(s).

15.0. COMPASSIONATE/DISCRETIONARY LEAVE

The Trainee may be granted compassionate leave for **up to 5 days** in the year for circumstances such as bereavement of close family. Prior permission must be gained from the placement supervisor and PATH.

Further compassionate leave will be without training allowance and may be granted at the discretion of PATH in consultation with the Placement Provider.

16.0. UNAUTHORISED ABSENCE AND PERSISTENT LATENESS

Unauthorised absence and persistent lateness may result in a loss of training allowance and/or may lead to the termination of the Traineeship.

17.0. POSITIVE OUTCOMES



PATH NATIONAL LTD TRAINEE AGREEMENT

PATH is funded on a yearly basis and continued funding of PATH by its funders is dependant on achieving certain performance standards and making these results available to funders.

To meet these requirements, PATH will need to provide information from the Trainee during and after the training.

As an express undertaking the Trainee hereby agrees to:

1. Sign an authorisation form for the release of college or university course results to PATH.
2. Release details of employment secured.
3. Release any other relevant information as required by PATH.

18.0. WRITTEN COMMUNICATIONS

If at any point in the training the Trainee is found to have poor written communication skills, the Trainee will be required to attend a supplementary English course through an adult education institute or other college of further education during their own free time. Failure to comply will lead to termination of the training.

19.0. GRIEVANCE AND DISCIPLINARY MATTERS

19.1. *Introduction*

- i) There is a responsibility upon Trainees to undertake the tasks listed in the Work Experience Guide to the best of their ability.
- ii) If during the probationary period performance is unsatisfactory or misconduct occurs, or the Trainee has not yet proven their ability to do the job to the satisfaction of the Supervisor and the Client Relationship Manager, PATH reserves the right to extend the probationary period until the matter is remedied or to give one week's notice of termination of the Traineeship.

19.2. *Grievance at or against Placement Provider*

- i) If a dispute arises between the Trainee and the Placement Provider every effort should be made to reach a resolution through negotiation and discussion between the Trainee and the Supervisor.
- ii) If the Trainee and the Supervisor cannot resolve the dispute, the PATH Client Relationship Manager should be invited to participate in further attempts to resolve the matter.
- iii) If stage (ii) proves unsuccessful, the Client Support Team Manager will determine the matter. The Trainee, accompanied by a representative if desired, will be allowed to give their version of the facts.
- iv) The Chief Executive Officer's decision shall be final.

19.3. *Grievance against PATH Staff*



PATH NATIONAL LTD TRAINEE AGREEMENT

- i) If a dispute arises between the Trainee and a member of PATH's staff, every effort should be made to reach a resolution through discussion and negotiations between the Trainee and that particular member of staff.
- ii) If the dispute cannot be resolved by the Trainee and the member of staff, the Trainee should put in writing the nature or details of the grievance and address it to the Deputy Chief Executive in the first instance. The Deputy Chief Executive will respond within 10 working days.
- iii) If the Trainee is not satisfied with the decision of the Deputy Chief Executive or if the subject of the grievance is the Deputy Chief Executive, the Trainee should write to the Chief Executive Officer. The Chief Executive Officer will respond within 10 working days. The Chief Executive Officer's decision will be final.
- iv) If the subject of the grievance is the Chief Executive, the Trainee should write to the Chair. The Chair's decision will be final.

19.4. *Grievance against PATH*

- i) If a Trainee has a grievance against PATH every effort will be made to reach a resolution through discussion and negotiation between the Trainee and the Chief Executive Officer.
- ii) If the Trainee and the Chief Executive Officer cannot resolve the dispute, failure to reach an agreement should be formally recorded. The Trainee should appeal to the Chair who will respond to the grievance within 28 hours.
- iii) The Chair's decision will be final.

20.0. CONDUCT OF TRAINEE'S

This training agreement will be terminated with immediate effect in the event of the following conduct. This list is not exhaustive.

- Persistent unauthorised absences;
- Incapacity to attend work-training experience due to illegal drugs or alcohol;
- Abusive language to the Placement Provider's customers or tenants;
- Aggressive and/or abusive behaviour to any members of PATH's staff;
- Misuse of equipment belonging to Placement Provider;
- Fraud or any criminal offence;
- Theft of property belonging to Placement Provider, PATH or its members of staff;
- Assault on any member of staff, customers, tenants or public;
- Breach of health or safety regulations likely to endanger the life of yourself or another person;
- Non-compliance with reasonable instructions;
- Racial or sexual abuse or harassment;
- Serious breaches of confidentiality.



PATH NATIONAL LTD TRAINEE AGREEMENT

In the event of other less serious instances of misconduct, the Trainee will be given a formal warning or warnings as appropriate and will be given the opportunity to improve. In the event that the misconduct continues, the training agreement will be terminated immediately.

21.0. NOTICE

Either the Trainee or the Placement Provider may terminate this agreement on giving to the other one week's notice during the probation period.

After the probationary period, the Trainee is required to give four weeks' notice in writing to PATH National Ltd and the Placement Provider if they wish to leave the traineeship. Notice periods may be waived or reduced by mutual consent.

DECLARATION

I hereby confirm that I have received, read and accepted the Traineeship offered under the terms and conditions set out in this Agreement and that I will retain a copy of this Agreement for my information.

Signed _____ (The Trainee) Date _____
Trainee name - Encompass Trainee

Signed _____ (for PATH) Date _____
Bal McVeigh - Deputy Chief Executive