

JOB DESCRIPTION AND CONTRACT  
EXTRACTED FROM VILLAGE HALLS ADVISORY DOCUMENT 22

## Appendix B

### CONTRACT OF EMPLOYMENT

These terms and conditions of employment constitute a contract of employment and a written statement of particulars for the purposes of the Employment Rights Act 1996. The terms and conditions of employment are as detailed herein and they cannot be changed without agreement between you and Stapeley & District Parish Council

1. Employee's name:

Employer's name: Stapeley & District Parish Council ("the Parish Council")

2. Job Title and duties:

You are employed as Caretaker/Key-Holder. You will be responsible to the Clerk to the Parish Council. Your duties are described in the Job Description attached hereto. These duties are to be carried out at the mutual convenience of you and the Parish Council.

3. Place of work

Your place of work is Stapeley Community Hall, Pear Tree Field, Stapeley, Nantwich CW5 7GX

4. Commencement of Employment

4.1 Your employment with the Parish Council started on \_\_\_\_\_. There is no previous employment that counts as continuous.

4.2 In accepting your employment it shall be deemed that you have accepted all the terms and conditions set out in these terms and conditions of employment.

4.3 These terms and conditions of employment annul any previous agreement whether oral or in writing given to you at any time.

4.4 This job is for a fixed term of [# months] and will terminate on 23 November 2014, with an option to be exercised by the Parish Council to extend this term.

~~[4.5 Your first 6 months in employment will be regarded as a probationary period. During this period~~

~~your performance and conduct will be monitored. During the probationary period you will not be subject to the Parish Council's disciplinary procedure. At the end of the probationary period your performance will be reviewed and if found satisfactory your employment will be confirmed.]~~

5. Collective agreements

There are no collective agreements relating to your employment.

6. Normal hours of work

You do not have any set number of hours in which to carry out your duties, so for the purposes of the Working Time Regulations 1998 ("Regulations"), the working time limit does not apply to you, there is no entitlement to daily or weekly rest breaks although compensatory rest breaks will be allowed whenever your duties include security.<sup>1</sup>

(Members will need to consider how this operates and how much notice the post-holder would be given of bookings. It would be reasonable to assume that any candidate will be expecting a minimum number of hours to be worked and paid, but if this is unrealistic, and the possibility exists that he/she could have several weeks where her/his services are not required, this needs to be made very clear from the outset.)

7. Pay

Your pay is £\_\_\_\_\_ per hour/year. ~~Your pay will be reviewed annually entirely at the Committee's discretion.~~

There would probably need to be a time-sheet, or similar, completed so that the rate of pay and any NI/PAYE contributions are made in a timely manner.

~~[This is payable weekly on Friday]~~ This is payable monthly in arrears on the 28 day of each month by bank transfer. Bank details should be given to the Parish Clerk on commencement].

8. Annual holidays and holiday pay

8.1 You are entitled to the following paid holidays:

- (i) 8 statutory holidays, which are New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day, unless on any such Bank holiday you are required to carry out your duties, in which case you will be given another day's holiday *in lieu* of the Bank Holiday worked.
- (ii) 20 working days holiday in every calendar year, accumulating in your first year of employment at the rate of 2.33 days per completed month's employment. This entitlement is subject to the following sub-clauses of this clause and shall be taken at times to be agreed with [the Chair]. Such agreement is to be obtained before you have committed yourself to bookings or any other alternative positive arrangements.  
(This needs resolving so as not to disadvantage the employee. The contract is no more than just over 6 months.)

The remainder of this document needs consideration before the meeting as much of it contains standard contract of employment clauses which do not appear to be relevant for this post.

8.2 The leave year runs from [1 January] to [31 December] and you should take your holidays during this period. You will not be permitted to carry over any unused

holiday entitlement into a following holiday year except with the express consent of [the Chair]. You will not be entitled to payment for any unused holiday entitlement. No holidays may be taken in the first three months of employment.

- 8.3 You may not take as holiday more than 10 working days consecutively out of your entitlement without the prior written consent of [the Chair].
- 8.4 If you leave the village hall's employment with an outstanding holiday entitlement, you will, in addition to any other sums to which you may be entitled, be paid a sum representing salary for the number of days holiday entitlement outstanding. If you leave the village hall's employment having taken more than the accumulated holiday entitlement for the current holiday year then a sum equivalent to salary for the additional holiday taken will be deducted from any final payment to you and the balance will be paid to you. The village hall may require you to take any unused holiday entitlement during your notice period.

## 9. Absence for illness

- 9.1 Notification of absence from work owing to illness, or any other cause, must be made at the earliest opportunity on the first day of absence direct to [the Chair]. You are asked to complete a self-certification form for all absences due to illness. Forms are available from [the Chair], and should be returned to him or her. After an absence of 5 consecutive working days a Medical Certificate is required. You must supply further certificates as and when required by the Committee and a final certificate giving the date on which you will be fit to resume work will also be required. Your Committee may require you to have a medical examination by a doctor appointed by the Committee and/or may require you to arrange for your own doctor to provide a full report. The Committee will meet any costs incurred in this.
- 9.2 For the purposes of the Statutory Sick Pay scheme the agreed 'qualifying days' are Monday to Friday.
- 9.3 There is no contractual right to payment in respect of periods of absence due to illness or incapacity, but such payments are at the village hall's discretion.

## 10. Pensions

The Parish Council does not operate an occupational pension scheme nor contribute towards other pension arrangements for staff. There is no contracting-out certificate.

## 11. Retirement

The retirement age for male and female employees of the Village Hall is 65. Contracts of employment will normally end when employees reach this age. The Committee may in exceptional circumstances, by mutual agreement, extend an employee's service beyond age 65 for an agreed period which would be reviewed annually.

## 12. Termination of employment

- 12.1 The notice required by either you or the Committee to terminate your employment will be:

- (i) one week's notice if you have been continuously employed for up to two years; and then
- (ii) one week's notice for each completed year of employment from 2 completed years up to a maximum of 12 weeks' notice.

12.2 The Committee reserves the right in its absolute discretion to pay you basic salary in lieu of notice.

12.3 Nothing herein prevents the Committee from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.

### 13. Disciplinary and grievance procedures

The discipline and grievance procedures are set out in the Annex. These do not form part of the terms and conditions of your employment and may be changed by the Village Hall at any time. [The Chair] will discuss any proposed changes with you.

### 14. Equality law

The Committee expect you to adhere to equality laws in performing your employment. Failure to do so will result in disciplinary action.

### 15. Health and safety at work

15.1 Full details of the Village Hall's health and safety arrangements are available for inspection at [ ]. See [the Chair] for details and the Village Hall's policy.

15.2 Employees are reminded that they have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of themselves and their fellow employees. Wilful breaches of the health and safety policy will be dealt with through the disciplinary procedure.

### 16. Data protection

You agree that the Committee may process personal data and sensitive personal data relating to you within the meaning of the Data Protection Act 1998 for the purposes of health and safety and maintaining a record of your employment.

### 17. Trade union membership and representation

Whilst no union is recognised for the purposes of collective negotiation, the Committee recognises your right to join a union.

### 18. Variation of contract

Proposed variations to these terms and conditions will be notified to employees and a period of consultation entered into with the aim of reaching agreement. The Committee

reserves the right at the end of the period of consultation to vary the contract of employment if there is a business or substantial reason to do so.

19. Contact: If you have any queries on your terms and conditions (or in case of emergency) you should contact the following members of the Committee:

Chairman: Vice Name Address  Telephone	Chairman:	Name  Address  Telephone
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SIGNED on behalf of the Committee as employer:

Name:

Position

SIGNED by Employee

I have read and understood the above terms of Employment including the attached Job Description and the Annex.

Name:

Date:

Address:

ANNEX

[Insert disciplinary and grievance procedure]