

**CONTRACT OF EMPLOYMENT
FOR BRIDGES HULL WORKER**

Date:

Parties:

- 1 Rob Bailey, Trustee of Bridges Hull ("the Employer")

- 2
- of
-("you/your")*

1. Definitions *

“Bridges Hull” means Bridges Hull, registered charity number 1123951 of the Pennine Rambler, Grampian Way, Hull, Hu7 5EF

“Bridges Hull Premises” means The Pennine Rambler or such other premises as Bridges Hull mainly uses from time to time.

“The Trustees” [delete as appropriate] means those persons appointed as trustees of Bridges Hull.

“The Service Licence Agreement” means the service licence agreement between [the Employer] and you dated

“The Trust” means the Trust established by deed.

“The Trustees” means those persons appointed from time to time as trustees of the Trust and who, where the Employer is not a charitable company, are the Employer for the purposes of this agreement.]

2. Duties and accountability *

You will be employed as a Your normal duties are set out in the attached job description. This is not to be regarded as exhaustive and you may be required to perform other and/or additional duties as the Employer may require. You will be accountable to and through that person/body to Bridges Hull.

3. Conditions of employment*

3.1 [It is a condition of your employment that you hold a certificate issued by the Criminal Records Bureau indicating that you are not unsuitable for working with minors under the age of 18 years or vulnerable adults. You may be required to assist the Employer in obtaining a further certificate at any time.]

4. Duration *

4.1 Your employment with the Employer [will begin] [began on]
[No earlier employment counts for continuity purposes]. OR [Your continuous employment began on.....]

4.2 Although your employment is on a permanent basis, the Employer reserves the right to terminate your employment at any time in accordance with clause [15].

OR

4.2 Your employment is on a temporary basis and is expected to end on or before The Employer reserves the right however to terminate your employment at any time in accordance with clause 15.

OR

4.2 Your employment is for a fixed term ofcommencing on and expiring on The Employer reserves the right however to terminate your employment at any time in accordance with clause 15.

OR

4.2 Your employment is for [accurately describe any specific time limited project] OR [only so long as Bridges Hull receives grant funding for your post from [specify funding source], or other relevantly earmarked substitute funding].

5. Place of work *

5.1 You will be expected to carry out your duties partly from Bridges Hull Premises and partly from your residence. Your use of Bridges Hull Premises is seen as important [to enable individuals to come and talk with you] [and for you to effectively supervise and communicate with other workers of Bridges Hull who may be engaged from time to time].

OR

- 5.1 Your normal place of work will be the Bridges Hull Premises at the Pennine Rambler on Pennine Way or at Appin Close
- 5.2 In the course of your duties you may be required to work at other locations [within the United Kingdom OR locally] as the Employer may reasonably require. You will [not] be required to work outside of the United Kingdom [for more than one month].
- 5.3 Should you be required to work from home You consent to the Employer at reasonable times on reasonable notice entering your home which is the work place to:
 - 5.3.1 install, inspect, replace, repair, maintain or service the Employer's property and equipment by prior arrangement during the course of your employment;
 - 5.3.2 carry out risk assessments of your working arrangements; and
 - 5.3.3 to recover the Employer's property and equipment on or immediately after the termination of your employment.
- 5.4 Your Employer shall provide you with [property and equipment to be supplied OR (specify)].
- 5.5 Your Employer will install, service, repair and maintain (details of equipment) at its own expense. You will be responsible for any damage to the property and equipment which goes beyond ordinary wear and tear. You shall report to the Employer any damage to or malfunction of the property supplied to you under this Agreement.
- 5.6 You will be responsible for providing and maintaining a valid policy of insurance at all times covering the Employer's property supplied to you against fire, theft, loss and damage.
- 5.7 You will not do, cause or permit any act or omission which will avoid the policy of insurance covering the Employer's property and equipment.
- 5.8 You confirm that you are not in breach of any covenant or agreement in undertaking employment at your home address from time to time.
- 5.9 You will complete without delay all health and safety questionnaires which the Employer may send to you from time to time and you undertake to adhere to all health and safety guidelines and instructions which may be given to you.]

[6. Your residence *

6.1 You are required to reside within a radius of 50 kilometres from Bridges Hull Premises to enable you to perform your duties more effectively.

[6.2 The Employer will pay the Employee's reasonable removal costs in connection with taking up this appointment up to a maximum of [£0]

7. Hours of work *

7.1 Your normal hours of work will be from [] to [] [Monday] to [Friday] inclusive. You are entitled to a [] minute lunch break at a time to be agreed with []. You may be required to work such additional hours as are reasonably necessary to properly perform your duties.

8. Salary and benefits *

8.1 Your salary will be ,..... per year, paid monthly in arrears into a bank or building society account specified by you, not later than of each month. Your salary will be reviewed annually with effect from of each year. [You are required to keep your salary confidential].

8.2 You may receive and retain any personal support and gifts from third parties.

9. Pension *

9.1 The Employer does not operate a pension scheme in respect of your employment.

9.2 There is not a contracting-out certificate in force in respect of your employment.

10. Vehicle *

10.1 You are expected to provide and insure your own vehicle to use where appropriate in your work.

11. Expenses

11.1 The Employer's expenses policy which is applicable to you is attached to this agreement.

12. Holiday entitlement *

12.1 You will be entitled in every holiday year to working days paid holiday (and an entitlement proportionate to the period employed in every such year in which your service is for less than the holiday year rounded up to

the nearest half day) to be taken at such time or times as may be agreed with your supervisor. The holiday year runs from 1st January to 31st of December

- 12.2 In addition to the above, you will be entitled to normal bank and public holidays [save that in the event you work on any such bank or public holiday you will be entitled to an alternative day off instead at a time to be agreed with your supervisor.
- 12.3 You are encouraged to take all of your holiday within the relevant holiday year. You will only be permitted to carry unused holiday entitlement forward to a subsequent holiday year at the discretion of the Employer which will only be exercised in exceptional circumstances.
- 12.4 On the termination of your employment, you will be entitled to pay in lieu of outstanding holiday entitlement or be required to repay to the Employer any salary received for holiday taken in excess of your actual entitlement. The basis for payment or repayment shall be 1/522 of your annual salary for each half day. Repayment will normally be made by deduction from any sums payable to you by the Employer.

13. Sickness absence *

- 13.1 If you are prevented by sickness or injury from carrying out any of the work you are employed to do you should notify your supervisor on your first day of absence. You should then keep your supervisor informed on a regular basis of your progress and when you expect to return to work. If you are so absent from work for less than seven calendar days you should as soon as possible on your first day back at work, complete a self-certification form [provided for the purpose] and return it to your supervisor. When you are still absent for more than seven calendar days you must submit a doctor's certificate to your supervisor. If your sickness absence is prolonged you should continue to submit regular medical certificates to cover your absence and keep your supervisor informed generally as to your condition and likely date of return to work.
- 13.2 If, through sickness or injury, you are incapable of performing any of the work you are employed to do the Employer will pay you statutory sick pay ("SSP") in accordance with its legal obligations. For SSP purposes your qualifying days will be your normal working days i.e Monday, Tuesday, Wednesday, Thursday, Friday
- 13.3 You will not be entitled to continued payments of salary during sickness absence. Any payment by the Employer in excess of SSP is entirely at its discretion. Any discretionary payment which is made will include any 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 are claiming it).

Contractual sickness benefit includes entitlement to SSP.

- 13.4 Payment of any sick pay (whether SSP and/or contractual sickness benefit) is conditional upon compliance with clause 13.1.
- 13.5 The Employer may at its expense at any time whether or not you are then incapacitated require you to submit to such medical examinations and tests by doctor(s) nominated by the Employer as it shall reasonably require.
- 13.6 The Employer reserves the right to terminate your employment at any time during any absence from work due to sickness, injury or incapacity regardless as to whether you remain entitled to SSP/contractual sick pay.

14. Work other than for Bridges Hull *

- 14.1 During your employment, you shall not directly or indirectly engage in, carry on or be interested or concerned in any other profession, business or occupation whatsoever without the prior consent in writing of the Employer (which shall not be unreasonably withheld if you have provided full particulars of its nature and the likely demands it will make on your time and abilities) but this does not prevent you from holding minority share holdings by way of genuine investment only.

15. Notice *

- 15.1 Your employment shall be subject to termination by the Employer without any period of notice if you have committed an act of gross misconduct.
- 15.2 Your employment shall be subject to a probationary period of twelve calendar months, during or at the end of which your employment shall be terminable by either party subject to one month's notice in writing.
- 15.3 Subject to clause 15.1 after the expiry of the probationary period, the period of written notice to be given by either party to terminate your employment is one month.

16. Normal Retirement Date*

The normal retirement age for your position is 65.

17. Disciplinary and grievance procedures *

- 17.1 The disciplinary procedure which applies to you is available from your line manager but does not form part of your terms and conditions of employment. If you are dissatisfied with any decision to discipline or dismiss you, you should appeal to the trustee's who will arrange for your appeal to be dealt with in accordance with either the disciplinary or the dismissal procedure, although, at the discretion of the Employer, an alternative procedure may be followed.
- 17.2 If you are dissatisfied with any issue relating to your employment you should attempt to resolve the matter with the person concerned. A meeting will then be arranged to discuss the matter. If you are dissatisfied with the outcome of this discussion you should write to the trustees with a view to having a meeting with the trustees whose decision shall be final. You may be accompanied at any meeting relating to a grievance by a colleague or a trade union official. If your chosen companion will not be available at the time proposed for the hearing you may request that the hearing be postponed to a day not more than five working days after the day proposed by the Employer. If the time proposed is reasonable, the hearing will be postponed until that time.
- 17.3 The dismissal procedure which applies to you is attached but does not form part of your terms and conditions of employment.

Signed by)
)
 For and on behalf of)
 [the Employer])

Signed by)
)
)
 the Employee)