

# TERMS AND CONDITIONS OF EMPLOYMENT for

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This contract is a legal document conforming with the Contract of Employment Act 1972 and issued in conjunction with a job description.

## 1. Job Title and Place of Employment

The post holder will be employed by Norwich Bicycle Repair Co-operative Ltd, registered address 74 Irstead rd, Norwich, Norfolk, NR5 8AR. (hereafter “NBRC” or “the Co-operative”) as a [\_\_\_\_\_] and will be based at the Dr Bike Cycle Repair Centre, UEA, Norwich, NR4 7TJ. Within reason and with prior warning, you may be required to work elsewhere in order to carry out the duties of the post.

## 2. Date of Employment and Probation

The period of employment shall be for four months, commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_. The possibility of renewal or extension of contract will be discussed and agreed on or before \_\_\_\_/\_\_\_\_/\_\_\_\_.

## 3. Remuneration, Hours of Work and Duties

(a) The post holder will be paid an amount of £\_\_\_\_\_ per annum gross pro rata. The post holder will be paid monthly arrears on the 24<sup>th</sup> of each month.

(b) Full time hours of work are 40 hours per week. Your contract is for \_\_\_\_\_ hours per week (comprising \_\_\_\_\_). NBRC will try to accommodate requests to alter either the days or hours worked per week, either on an occasional or regular basis, insofar that this is practical and providing the overall number of hours worked per week does not exceed that stated above or the overall days worked increase.

(c) Overtime is defined as: more than the normal number of hours of work per week stated in (b) above. Overtime may be offered but there is no contractual obligation to accept. Where overtime is worked this will be paid at the hourly rate equivalent to the rate stated in (a) (\_\_\_\_\_) or time off offered in lieu.

(d) On days where 6 or more hours are worked a lunch break of half an hour is included.

(e) A written job description is attached. The post holder may be required to take on other duties within the project and within the competence of the post holder as the Directors may from time to time reasonably decide.

#### **4. Leave Entitlement**

(a) The post holder is entitled to 5.6 weeks paid annual leave per year. If you are employed part-time and/or for part of the year, your leave entitlement will be calculated pro rata.

(b) Holiday dates are fixed and dates made available at the commencement of contract and thereafter at least one year in advance. These holidays will meet or exceed the entitlement set out in 4.(a). In general holidays will include the two-week Monday – Friday period that includes Christmas and New year; the two-week Monday – Friday period that bridges the Easter weekend and a two-week Monday – Friday period during the Summer that encompasses UEA graduation week; and all UK Bank Holidays.

(c) Additional unpaid leave may be requested and will be at the discretion of the Directors.

(d) An employee who becomes ill during a period of annual leave will be regarded as on sick leave from the date of the employee's self or doctor's certificate provided that the sickness has been notified as soon as possible. Further annual leave will be suspended from the date of the certificate.

#### **5. Special Leave**

(a) You are entitled to apply for leave on compassionate or other grounds, which maybe granted at the discretion of the Directors. Special leave may be paid at the discretion of the Directors if funds are available and doing so does not jeopardise the financial well-being of the Co-operative.

(b) In the case of Jury Service, you should inform the director responsible for your welfare on receipt of the summons. Leave will be granted with pay but you must ensure that you claim an allowance for loss of earnings from the Court and pass this to NBRC

#### **6. Sickness and Injury**

(a) If the post holder is prevented from attending work through accident or illness, the post holder should notify the director responsible for their welfare or another director of NBRC as soon as possible, preferably by telephone.

(b) If you are absent for more than two and up to five consecutive days you are required to fill in a self-certification form to be provided by NBRC on your return.

(c) For absence of more than one working week duration (Monday – Friday inclusive) the post holder should obtain a doctor's statement and send it to the director responsible for their welfare. The post holder should forward any subsequent statement in the same way.

(d) If the post holder is absent for more than five working days the post holder should notify the director responsible for their welfare of the probable duration of the post holder's illness.

## **7. Sickness Benefit**

(a) Is limited to Statutory Sick Pay. However in the case of illness or injury absence of more than 2 consecutive usual working days, where this is supported by a doctor's statement, additional payment may be made at the discretion of the Directors if funds are available and doing so does not jeopardise the financial well-being of the Co-operative.

## **8. Termination of Services**

(a) The post holder may resign by giving four weeks' notice in writing of the intention to terminate employment. The requirement for notice to be given by the employee may be waived at the discretion of the Directors

(b) NBRC, may terminate the employment by giving four weeks' notice in writing.

*Details of the policies and procedures for items 9-11 are contained in Norwich Bicycle Co-operative Ltd's Secondary Rule and apply equally to casual staff, probationary members and full-members. Risk assessments are held in a separate safety folder. These documents are kept easily accessible to all staff*

## **9. Grievance and Disciplinary Procedures**

NBRC has Grievance and Disciplinary procedures and the post holder is expected to follow these in the event of any dispute.

## **10. Equal Opportunities**

The post holder will be required to uphold Equalities law and adhere to the Equal Opportunities Policies operated by NBRC, including actively participating in upholding NBRCs "safer spaces" policy. Any breaches of such will be considered a disciplinary matter or breaches of Contract.

## **11. Quality of Work**

The post holder is expected to carry out mechanical repairs following the guidance and to the standard set out in NBRC policy. Any breaches of such will be considered a disciplinary matter or breaches of Contract.

## **12. Health and Safety**

NBRC operates a Health and Safety policy and the post holder is required to be aware of this policy and to act accordingly. Any breaches of such will be considered a disciplinary matter or breaches of Contract.

## **13. Trade Unions**

It is the intention of the Directors to conduct their affairs in an open manner and to engage in full discussion and consultation with all staff over any matters involving terms and conditions of employment, working conditions or other issues. The Directors have not formally recognised any Trade Union for the purposes of any aspect of collective bargaining in individual issues. The Directors do however encourage members of staff to become members of an appropriate Trade Union and willingly accepts that members of staff may wish to be represented or accompanied by a Trade Union Officer in any of their dealings with the Directors

Signed on Behalf of Norwich Bicycle Repair Co-operative Ltd.

\_\_\_\_\_ Date

Signed (the Employee)

\_\_\_\_\_ Date