

# FIXED TERM EMPLOYMENT CONTRACT

## FOR LENGTHSMAN

THIS AGREEMENT IS MADE ..... date

**BETWEEN** (1) ..... Parish Council, The Employer

of .....  
address

and

(2) ..... The Employee

of .....  
address

This document sets out the terms and conditions of employment which are required to be given to the Employee under section 1 Employment Rights Act 1996 and which apply at the date hereof. These terms and conditions may be varied by mutual agreement.

1 THIS POST is subject to external funding.

2 COMMENCEMENT AND JOB TITLE.

- a) The Employer agrees to employ the Employee from ..... date in the capacity of Lengthsman based in the Parish of ..... and his/her employment will continue for a fixed period of one year unless it terminates earlier in accordance with clause 8 below.
- b) No employment with a previous employer will be counted as part of the Employee's period of continuous employment.
- c) The Employee's duties [as set out in the attached job description] may from time to time be reasonably modified as necessary to meet the needs of the Employer's business.
- d) The Employer may, at its discretion, extend this temporary employment by up to twelve months.
- e) The purpose of the Employee's temporary employment is to undertake the tasks of Lengthsman.

3 NORMAL PLACE OF EMPLOYMENT

The Employee is required to work throughout the parish.

4 SALARY

The Employer shall pay the Employee **monthly for the actual hours worked.**

5 HOURS OF EMPLOYMENT

The Employee's normal hours of employment shall be based **on an agreed number of hours per month or on a casual basis**, and the Employee may from time to time be required to work such additional hours as is reasonable to meet the requirements of the Employer's business at the standard rate of pay.

6 HOLIDAYS

The Employee **(may?)** shall be entitled to four weeks holiday over the total period of his/her employment year at full pay in addition to the normal public holidays which occur

during the period of his/her employment. Holidays must be taken at a time that is convenient to the Employer, giving two weeks notice to the employer, and no more than two weeks' holiday may be taken at any one time. All allocated holidays must be taken within the holiday year.

## 7 SICKNESS

The Employee shall be paid normal remuneration during sickness absence for a maximum of four weeks in any period of twelve months provided that the Employee provides the Employer with a medical certificate in the case of absence of more than seven consecutive days. Such remuneration will be less the amount of any Statutory Sick Pay or Social Security sickness benefits to which the Employee may be entitled.

## 8 COLLECTIVE AGREEMENTS

There are no collective agreements in force directly relating to the terms of your employment.

## 9 PENSION

There is no pension scheme applicable to the Employee. A contracting-out certificate under the Pension Schemes Act 1993 is not in force in respect of this employment. The normal retirement age is 65; this may be extended by mutual agreement and subject to continued medical fitness.

## 10 TERMINATION

The Employee's employment will end on the expiry of the term specified in clause 2, unless extended in accordance with clause 2 in which case the Employee's employment will end on the expiry of the extended term. However, the Employer may terminate this Agreement by giving written notice to the Employee at any time before that date as follows:

- a) with not less than one week's notice during the first two years of continuous employment;
- b) with not less than one week's notice for each full year of continuous employment after the first two years until the twelfth year of continuous employment; and
- c) with not less than twelve weeks' notice after twelve years of continuous employment.
- d) without notice or payment in lieu of notice in the case of serious or persistent misconduct.

The Employee may terminate this Agreement by one week's written notice to the Employer.

## 11 CONFIDENTIALITY

The Employee is aware that during his employment he may be party to confidential information concerning the Employer and the Employer's business. The Employee shall not during the term of this employment disclose or allow the disclosure of any confidential information (except in the proper course of his employment). After the termination of this Agreement the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of a sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an injunction to prevent such disclosure or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.

## 12 DISCIPLINE AND GRIEVANCE

Disciplinary action will be in the form of a verbal warning in the first instance, and a written warning in a subsequent instance; any further instance may result in termination of contract. Appeals may be made to the Parish Council. If the Employee has a grievance this should be taken up with the Administrator or Chairman of the Parish Council as appropriate.

## 13 NOTICES

All communications including notices required to be given under this Agreement shall be in writing and shall be sent either by personal service or first class post to the Parties' respective addresses.

14 SEVERABILITY

If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

15 ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the Parties and supersedes all prior arrangements and understandings whether written or oral with respect to the subject matter hereof and may not be varied except in writing signed by both the Parties hereto.

**SIGNED** \_\_\_\_\_

a) Signed by the Clerk to the Council

b) Date.....

**SIGNED** \_\_\_\_\_

c) Signed by the Employee

d) Date.....