



MODBURY PARISH COUNCIL

CASUAL WORKER (Emergency Maintenance Person)

CONTRACT FOR SERVICES

Between: Modbury Parish Council (The Employer)

And: (the "Emergency Maintenance Person")

This contract governs your engagement from time to time as a casual worker. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled).

In particular, it does not create any obligation on the Employer to provide work to you and by entering into this contract you confirm your understanding that the employer makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis. Equally, there is no obligation on you to accept any assignment you are offered.

It is the intention of both you and the employer that there be no mutuality of obligation between the parties at any time when you are not performing an assignment.

It is entirely at the Employer's discretion whether to offer you work and it is under no obligation to provide work to you at any time. The Employer reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

1. Job title and place of work

During each assignment your role will be that of Emergency Maintenance Person (EMP). Your usual place of work will be in the MPC Play Areas and other locations in the Modbury Parish, as any specific assignment may require. Your specific duties and responsibilities for each assignment will be agreed with the Maintenance Committee Chair in advance.

2. No presumption of continuity

Each offer of work which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment and before the start of any subsequent assignment.

The fact that the employer has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

3. Hours of work

During each assignment, your hours of work will vary depending on the needs of your employer. An estimate of the likely required hours for each assignment will be agreed between both parties.



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4. Rates of Pay

Your standard rate of pay will be £18 per hour. During any assignment you must complete a time sheet to be submitted to the employer, in order that they can sign and authorise the hours claimed and calculate your wages. You will not be paid for any additional hours worked that have not been expressly agreed with the employer in advance.

5. Expenses

If you have to travel outside of the Parish in order to complete any assignment (for example to source materials) you will be reimbursed at the standard rate of 45p per mile. Please submit a mileage log with your timesheet to the Clerk.

If you have to purchase materials or equipment on behalf of the Employer, please ensure you have a valid receipt or invoice and this will be reimbursed to you.

6. Holiday Entitlement

You will not be offered any holiday entitlement.

7. Absence

If you agree to undertake an assignment and then are unable to come to work because of sickness or any alternative reason for absence you must inform the Employer by telephone, as soon as you are aware of your inability to attend so that other arrangements may be made.

8. Sick Pay

As a casual worker you will not be eligible for statutory sick pay.

9. Notice period

If you no longer wish to be considered for casual work you should inform the Employer as soon as possible.

The Employer may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol, breach of confidentiality and neglect.

10. Confidentiality and Security

You must respect the privacy of the Employer. You must maintain a professional approach at all times, keep information gained in the course of their employment confidential and specifically should not discuss the Employer's internal information with others.

Breach of this condition will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of this contract.

11. Driving licence

If you are disqualified from driving or otherwise lose your license, or if you believe you may have any medical condition that may affect your ability to drive, you must inform the Employer. If you lose



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your licence or develop a medical condition that the Employer believes affects your ability to drive safely this contract may be terminated.

12. Disciplinary and Grievance

These procedures are not contractual. Disciplinary will be held in accordance with the procedure as set out in the Council's policy.

Grievances should be presented to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be heard in accordance with policies and procedures which may be issued from time to time or in the alternative in accordance with ACAS codes of conduct.

Agreement

I have read the above statement of conditions of employment and understand the conditions and agree to abide by them.

Signature of Emergency Maintenance Person _____ Date _____

Signature of Employer

Parish Clerk

Date