

Employee Contract
COMANN EACHDRAIDH SGÌRE A' BHAC
Statement of Terms and Conditions of Employment
JANE DAVIDSON

December 1, 2024



Contents

TERMS AND CONDITIONS OF EMPLOYMENT	3
General	3
Duties and Job Title	3
Date of commencement, date of continuous employment and notice period	3
Hours of work	4
Place of work	4
Remuneration	4
Collective agreements	5
Holidays	5
Sickness Absence	6
Maternity and Paternity Rights	7
Pension	7
Non-Compulsory Retirement	7
Restrictions and Confidentiality	7
Mobility	8
Grievance Procedure	8
Disciplinary Procedure	8
Employee Handbook and Employment Policies	8
Termination of employment	8
Data Protection	9
Confidential Information	9
Copyright, Inventions and Patents	9
Changes to Terms and Conditions of Employment	9
Severability	10
Jurisdiction	10

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

- a) **COMANN EACHDRAIDH SGÌRE A' BHAC SCIO**, an association whose registered office is at Heritage Centre, School Road, Vatisker Isle of Lewis HS2 0JY (hereinafter referred to as “the Employer”), and
- b) **JANE DAVIDSON** (hereinafter referred to as “you”).

IT IS AGREED as follows:

1. General

This document is a statement of the main terms and conditions of employment which govern your service with the Employer. Your service with the Employer is also subject to the terms contained in the letter offering you employment 'the offer letter'. If there should be any ambiguity or discrepancy between the terms in the offer letter and in the terms set out in this document, the terms of the offer letter will prevail, except where expressly stated to the contrary.

2. Duties and Job Title

- 2.1. You are employed by the Employer in the capacity of **development officer**. You will be required to undertake as outlined in the job description and duties and responsibilities as may be determined by the Employer from time to time.
- 2.2. The Employer reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Employer's business, following discussion and agreement with you.

3. Date of commencement, date of continuous employment and notice period

- 3.1. Your period of continuous employment with us begins on **3 December 2024**.
- 3.2. No employment with a previous employer counts as part of your period of continuous employment.

- 3.3. Your employment is for a fixed term and will terminate on **2 December 2025**. Subject to funding, this contract may be extended. Your employment may be terminated at any time before its expiry by either party giving to the other 30 days' notice in writing of the termination of your employment. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.
- 3.4. In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Contract.
- 3.5. This Contract of Employment annuls any previous agreement whether verbal or written given to you at any time.

4. Hours of work

- 4.1. Your normal working hours are between 09:00 am and 5:00 pm Tuesdays to Thursdays inclusive, with an hour for lunch.
- 4.2. The Employer reserves the right to alter working hours as necessary, following discussion and agreement with you.
- 4.3. You may be asked to work additional hours beyond your normal hours and it is a condition of your employment that you agree to do so when reasonably asked. You will not be entitled to overtime payments for hours worked outside your normal working hours.

5. Place of work

You will be expected to work from the Employer's office (the Heritage Centre) on Thursdays. You may work remotely on the other days.

6. Remuneration

- 6.1. Your salary is £15,000 per year (£25,000 pro rata), to be paid monthly normally on last weekday of every month. Payment will be made direct credit transfer to a bank or building society account nominated by you. You will not be entitled to overtime payment for hours worked outside your normal weekly hours (as specified above).
- 6.2. Your salary will be reviewed annually entirely at our discretion.
- 6.3. The Employer reserves the right to seek reimbursement by deduction from your salary, in accordance with the provisions of the Employment Rights Act 1966 in the event of any material

deficiencies attributable to you, in particular damage to Employer property or in the event of overpayment of salary, recovery of unearned holiday pay or other remunerations, or if any other sums are due by you to the Employer arising from your employment.

7. Collective agreements

There are no collective agreements relevant to your employment.

8. Holidays

- 8.1. You are entitled to 17 days holiday in each complete calendar year, including bank and public holidays. Special bank holidays, which may be given at the Employer's discretion, are not included in this allowance.
- 8.2. The holiday year commences on **3 December** each year.
- 8.3. If your employment commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.
- 8.4. If, on termination of employment:
 - 8.4.1. you have exceeded your prorated holiday entitlement; the Employer will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, and you authorise the Employer to make a deduction from the payment of any final salary.
 - 8.4.2. you have holiday entitlement still owing, the Employer may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement.
- 8.5. Holidays must be taken at times convenient to the Employer. You must obtain approval of proposed holiday dates in advance from the Chairperson or Vice Chair. You will not be allowed to take more than two weeks at any one time, save at the Employer's discretion. You must not book holidays until your request for approval has been formally agreed.
- 8.6. All holidays must be taken in the year in which it is accrued. In exceptional circumstances you may carry forward up to 5 days untaken holiday entitlement to the next holiday year. This applies for one year only, and holidays may not be carried forward to a subsequent holiday year.

- 8.7. If you are sick or injured while on holiday, the Employer will allow you to transfer to sick leave and take replacement holiday at a later date. This is strictly subject to the following:
- 8.7.1. You must contact the Chairperson or Vice Chair in accordance with the notification of sickness absence procedure as soon as you know that your holiday will be affected by sickness or injury;
 - 8.7.2. The full period of your incapacity due to sickness or injury must be certificated by a qualified medical practitioner, and
 - 8.7.3. Within 5 days of your return to work, you must confirm in writing how much of your holiday was affected by sickness or injury and the amount of leave you wish to take at another time. This written notification must be sent to the Chairperson or Vice Chair.

9. Sickness Absence

- 9.1. In the event of your absence for any reason you or someone on your behalf should contact the Chairperson or Vice Chair at the earliest opportunity and no later than 11:00 am on the first day of the absence to inform them of the reason for absence. You must inform the Employer as soon as possible of any change in the date of your expected return to work.
- 9.2. A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
- 9.3. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to the Chairperson or Vice Chair. A Fit Note / Medical Certificate should be sent to the Employer to cover the period of your sickness absence from work.
- 9.4. If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP), provided that you have met the requirements above. For the purposes of the SSP scheme the 'qualifying days' are Monday to Friday. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Employer.
- 9.5. The Employer has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.

- 9.6. The Employer may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a report detailing the results of the examination, which you agree may be disclosed to the Employer. The Employer will bear the cost of such medical examination. Such an examination will only be requested by the Employer where it is reasonable to do so.

10. Maternity and Paternity Rights

The Employer will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Employer's policies in this regard are available on request from the Chairperson.

11. Pension

- 11.1. If you are eligible, the Employer will auto-enrol you into a pension scheme, in accordance with the Employer's pension auto-enrolment obligations. Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary. The scheme is subject to its rules as may be amended from time to time, and the Employer may replace the scheme with another pension scheme at any time.

12. Non-Compulsory Retirement

The Employer does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

13. Restrictions and Confidentiality

- 13.1. You may not, without the prior written consent of the Employer, devote any time to any business other than the business of the Employer or to any public or charitable duty or endeavour during your normal hours of work.

- 13.2. You will not at any time either during your employment or afterwards use or divulge to any person, firm or Employer, except in the proper course of your duties during your employment by the Employer, any confidential information identifying or relating to the Employer, details of which are not in the public domain.

14. Mobility

You may be required to travel on Employer business anywhere in the UK. Travel and subsistence will be paid to you in accordance with the Employer's Expenses Policy.

15. Grievance Procedure

The formal Grievance Procedure is available on request from the Chairperson.

16. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure.

17. Employee Handbook and Employment Policies

All employees have a duty to adhere to the Employer's other policies in force, including but not exclusive to the Employer's Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

18. Termination of employment

- 18.1. During the 1 month probationary period the notice required by either party to this Contract to terminate your employment will be one week. After the successful completion of any probationary period, your employment may be ended by you giving the Employer one month's written notice. The Employer will give you one month's written notice and after four years' continuous service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.
- 18.2. The Employer reserves the right in their absolute discretion to pay you salary in lieu of notice.

- 18.3. Nothing in this Contract prevents the Employer 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.

19. Data Protection

You agree to the Employer holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Employer and for the purpose of complying with applicable laws, regulations and procedures.

20. Confidential Information

You will not at any time either during your employment or afterwards use or divulge to any person, firm or Employer, except in the proper course of your duties during your employment by the Employer, any confidential information identifying or relating to the Employer, details of which are not in the public domain.

21. Copyright, Inventions and Patents

- 21.1. All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by you in the course of your employment shall, together with all the world-wide copyright and design rights in all such works, be and at all times remain the absolute property of the Employer.
- 21.2. You hereby irrevocably and unconditionally waive all rights granted by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 that vest in you (whether before, on or after the date hereof) in connection with your authorship of any copyright works in the course of your employment with the Employer, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment.

22. Changes to Terms and Conditions of Employment

The Employer may amend, vary or terminate the terms and conditions in this document. Any such change to your terms and conditions will

be subject to consultation and agreement with you and notified to you personally in writing.

23. Severability

The various provision of this Agreement are severable, and if any provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

24. Jurisdiction

This Agreement shall be governed by and construed in accordance with Scots Law and Scottish Courts.

Issued for and on behalf of
COMANN EACHDRAIDH
SGÌRE A' BHAC SCIO by the
chair of the trustees.

JANE DAVIDSON I hereby
warrant and confirm that I am not
prevented by previous employment
terms and conditions, or in any
other way, from entering into
employment with the Employer or
performing any of the duties of
employment referred to above. I
accept the terms of this Agreement.

Name

Name

Signature

Signature

Date

Date