

<<Company Name>>

Terms and Conditions of Job Share

Employment Contract

<<Employee Name>>

<<Date>>

This document contains the main terms of employment which govern your service with the Company. [Your employment is also subject to the terms contained in the letter offering you the job (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document, the terms in the Offer Letter shall prevail.]

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TERMS AND CONDITIONS

BETWEEN

- (1) <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “we”, “us” or “our”)
- (2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

IT IS AGREED as follows:

1. General

The following terms and conditions apply to you in accordance with the terms of the Employment Rights Act 1996, the Employment Rights Act 2002 and Working Time Regulations 1998 (as amended) (hereinafter referred to as the “Regulations”) enacted at the relevant time.

2. Scope

- 2.1 This Job-Share is a part-time position for the Company, you and your Job Share Partner (your “Job Share Partner”) will share the responsibilities of the position, with the remuneration, holiday entitlement and your Job Share contracts issued with separate employment contracts on a pro rata basis. Both you and your Job Share Partner will be employed by the Company, is transferred elsewhere within the Company, if your current Job Share contract of employment is terminated for any reason and the Company is unable to replace them having made a reasonable attempt to do so, the Company reserves the right to require you to work full-time hours on a permanent basis to cover the full-time role. However, with your consent, to redeploy you to a full-time or job-share position if one is available. If the Company requires you to work full-time hours in these circumstances, we will discuss an alternative other than to dismiss you from the Company’s employment in accordance with clause 22.
- 2.2 If your current Job Share position and circumstances, we will discuss an alternative other than to dismiss you from the Company’s employment in accordance with clause 22.

3. Duties and Job Title

- 3.1 You are employed as a <<Job Title>> Job Share.
- 3.2 [You will be required to perform the duties and responsibilities as may be determined by the Company].
- OR**
- [Details of your duties and responsibilities are set out in the Job Description].
- 3.3 The Company reserves the right to vary your duties and responsibilities at any time and from time to time in accordance with the needs of the Company’s business.
- 3.4 You will be responsible to <<Name of immediate superior>>.

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4. Date of Commencement/

employment

4.1 Your period of conti

us begins on <<Full Date>>.

4.2 [No employment w
continuous employr

counts as part of your period of

OR

[Your employment
<<Date>> will coun

us employer>> which began on
us period of employment with us.]

4.3 In accepting your a
the terms and cond

seemed that you have accepted all
tract.

4.4 This Contract of Em
or written given to y

previous agreement whether verbal

4.5 The first <<e.g. 3 o
period. During this p
the end of the prob
found satisfactory y
may be extended at
the full disciplinary a

employment will be a probationary
and conduct will be monitored. At
performance will be reviewed and if
confirmed. The probationary period
on. During the probationary period,
s will not apply.

5. Hours of work

5.1 The full time hours
to Friday>>. The ho
you and your Job
following basis:

<<Time>> to <<Time>> <<Monday
are divided <<equally>> between
pattern of work is agreed on the

5.2 You and your Job
week (a total of <<
day of the week.].

work <<state number>> days per
<<state day>> as the overlapping

5.3 You will work <<sta
Partner will work <<
you and your Job-
both give written n
change taking effec

<<Wednesday>> and your Job-Share
<<day to Friday>>. In the event that
exchange working days you must
>> at least 4 weeks prior to the

5.4 You must participat
partner to ensure ef

on each week with your job-share

5.5 [From time to time a
work additional hou
such as annual leav

Company, you may be required to
are Partner's short-term absences,

OR

[You will not be re
partner's short-term

al hours to cover your job-share
al leave and sickness absence].

5.6 You are expected t
and requirements o

time in accordance with the needs
ditional hours will

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[not be eligible for a
OR
[be paid to you at your normal rate of pay].

6. Place of work

- 6.1 Your normal place of work shall be <<address>>. You may be required to perform your duties at such other place in the United Kingdom as the Company may request from time to time.
- 6.2 [You may be required to work at any place in the UK [and overseas] on the Company's business.]

7. [Work outside the UK]

- 7.1 You are required to work at <<state country and duration>>.
- 7.2 You will be paid <<state>> per annum.
- 7.3 You will also receive <<state>> additional payments and benefits>>.]

8. Remuneration and Benefits

- 8.1 You will be remunerated in accordance with the hours you work.
- 8.2 The full time salary shall be <<state>> per annum based upon a total of << >> hours per annum at a hourly rate of << >>.
- 8.3 You will be paid <<state>> monthly>> normally on << e.g. the last Friday of each month>> and shall be made by <<e.g. direct credit transfer to a bank of your choice or otherwise nominated by you>>.
- 8.4 Your salary will be reviewed annually. There will be no review of your salary if you terminate your employment. Any increase has been given by either party to the Company.
- 8.5 The Company is authorised to deduct any amounts due to it from your salary.
- 8.6 [You will be entitled to <<state>> insurance/ permanent health insurance/details of <<state>>].
- 8.7 Your entitlement to <<state>> OR after the satisfactory completion of your probationary period>>.
- 8.8 The organisation responsible for <<state>> your entitlement to <<state>>.

9. Collective agreements

[There are no collective agreements in force for your employment.]
OR
[Your employment is subject to <<state>> collective agreement <<specify relevant agreement>>.]

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10. Holidays

- 10.1 You will be entitled to a minimum holiday entitlement of 20 days per year. Public and bank holidays have been added. This does not include any other public holidays, which may be given at the employer's discretion. The holiday year is a complete calendar year, including bank and public holidays. The holiday year is in accordance with << e.g. job share schedule, staff rota >>. Public holidays on which you are normally scheduled to work (if you are working) must be taken as holiday within this entitlement.
- 10.2 [If you are required to work on a public holiday or public holidays according to <<eg. company needs >>, the Company will in its discretion determine how to compensate you.]
- 10.3 [You cannot take any holiday time as your job-share partner.]
- 10.4 The holiday year commences on << >> and finishes on << >> each year.
- 10.5 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rata accordingly.
- 10.6 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct a pro-rata amount from your holiday entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of your final salary.
- 10.6.1 You have accrued holiday entitlement, the Company will deduct a pro-rata amount from your holiday entitlement on the basis of <<specify calculation>>. The Company may make a deduction from the payment of your final salary.
- 10.6.2 You have accrued holiday entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or holiday entitlement.
- 10.7 Holidays must be taken with the approval of the Company. You must obtain the approval of <<specify job title>>. You will not be allowed to take more than <<specify number of weeks at any one time, save at the Company's discretion >>. Public holidays until your request for approval has been received.
- 10.8 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be allowed to take up to << 5 >> days untaken holiday entitlement to the <<specify date >>. This applies for one year only, and the holiday may not be taken in the subsequent holiday year.
- 10.9 If you are sick or on a long-term absence, the Company will allow you to transfer to sick leave or long-term absence holiday at a later date. This is strictly subject to the availability of holiday.
- 10.9.1 You must contact the Company <<specify method >> in person and by telephone (if possible) as soon as you are aware that your holiday will be affected by sickness or long-term absence.

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10.9.2 The full per
certificated b
days;] and

ue to sickness or injury must be
actioner, [where it exceeds seven

10.9.3 Within <<e.g.
writing how
and the amo
notification n

urn to work, you must confirm in
as affected by sickness or injury
take at another time. This written
job title>>.

11. Other paid leave

11.1 Any maternity, pat
bereavement leave
normal rate of pay>

parental or parental
e.g. the statutory rate/ your

11.2 [The Company also
leave>>.]

ls of other paid non-statutory

11.3 Please see the Con

or further information.

12. Training

12.1 You will be require
e.g. health and safe

ng training in respect of: << state

12.2 You may be require
discretion and will b
training.

training at the Company's
e of pay for any compulsory

12.3 You will not be paid

ving training: <<give details>>.

13. Sickness Absence

10.1 In the event of your
should contact <<sp
of the absence to in
the Company as so
return to work.

you or someone on your behalf
earliest opportunity on the first day
on for absence. You must inform
ange in the date of your expected

10.2 A self-certification fo
days. The form will

for absences of up to seven

10.3 For periods of sickn
weekends, you will
Note') / Medical Cer
Note / Medical Cert
Company.

consecutive days, including
statement of Fitness for Work ('Fit
<<specify job title>>. A new Fit
iodically as required by the

10.4 EITHER - When the
only receive SSP u

ht to sick pay; employee will

[If you are absent fo
you are entitled to S
requirements above
days' are <<state d
to payment in respe
such payments are

reason of sickness or incapacity,
provided that you have met the
SSP scheme the 'qualifying
>>. There is no contractual right
due to sickness or incapacity. Any
company.]

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OR – When the co
clause:-

pany sick pay scheme, use this

[If you are absent th
the requirements ab
maximum of << >>
normal basic salary
accordance with the

acity, and you have complied with
pany sick pay, for up to a
ar. Company sick pay is equal to
ive Statutory Sick Pay in

10.5 The Company has t
for absences. Such

record absence levels and reasons
confidential.

10.6 The Company may
medical practitioner
you agree to author
detailing the results
the Company. The C
Such an examinatio
reasonable to do so

medical examination by a
stage of your employment, and
oner to prepare a medical report
h you agree may be disclosed to
ost of such medical examination.
by the Company where it is

14. Maternity and Paternity R

The Company will comply
paternity rights and rights
policies in this regard are a

ons with respect to maternity and
for dependants. The Company's
<<specify job title>>.

15. Pension

[The designated pension
where e.g. Staff handbook
will make a contribution
to <<state %>> of your sala

Details can be found in <<State
specify job title>>.] [The Company
salary. You may contribute up

OR

[If you are eligible, the C
accordance with the Comp

you into a pension scheme, in
ment obligations.

Full details of the schem
minimum contribution level
if you do not want to join th
worker pension contribution

h you are enrolled, including the
to make and your right to opt out
ating in the scheme, you agree to
our salary.

The scheme is subject to
Company may replace the

ended from time to time, and the
nsion scheme at any time.]

16. [Other work

The Company recognises
work with another employe
paid work with another em
the Company.]

on, wish to take on additional paid
you will not take on any additional
g obtained the written approval of

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17. **Non-compulsory retirement**

The Company does not op
compulsorily retired on rea
voluntarily at any time, p
terminate your employmen

at age and therefore you will not be
However, you can choose to retire
the required period of notice to

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18. **Mobility**

You may be required to tra

s anywhere in the UK.

19. **Grievance Procedure**

The formal Grievance Pro
This policy does not form p

request from <<specify job title>>.
Conditions of employment.

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20. **Disciplinary Procedure**

The disciplinary rules app
Disciplinary Rules and Pro
part of your terms and conc

ment are set out in the attached
Rules and Procedure do not form

21. **[Staff Handbook and Emp]**

All Staff have a duty to ad
force, including but not ex
Sickness and Absence and

other policies from time to time in
s Health and Safety, Fire Safety,
olicies.]

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22. **Termination of employme**

EITHER

22.1 [During the << >>
party to this Contract

period the notice required by either
oyment will be one week.

22.2 After the successfu
may be ended by
Company will give
continuous service
year of service up to

ationary period, your employment
y one month's written notice. The
ten notice and after four years'
notice for each additional complete
s' notice.

22.3 We reserve the rig
notice.

etion to pay you salary in lieu of

22.4 Nothing in this Co
summarily or otherw
of your employmen
you.

m terminating your employment
erious breach by you of the terms
ct or acts of gross misconduct by

22.5 In the event that y
Company or their

resigns, is transferred within the
ed for any reason, the Company

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reserves the right to vary your role on a temporary or permanent basis without notice of employment. If you are a Job Share Partner and the Company requires you to perform full-time responsibilities on a temporary or permanent basis, your employment will be terminated immediately for you within the Company.

reserves the right to vary your role on a temporary or permanent basis without notice of the resignation or termination of your employment. If you are a Job Share Partner, your employment will be terminated immediately for you within the Company. If you are a Job Share Partner, your employment will be terminated immediately for you within the Company. If you are a Job Share Partner, your employment will be terminated immediately for you within the Company.

OR (this option reflects the minimum period of notice provided by law)

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22.1 [Your contract of employment shall be terminated by written notice as follows:

22.1 [Your contract of employment shall be terminated by written notice as follows:

Notice to be given by the Company

Notice to be given by the Company

Length of continuous service

Minimum period of notice

From one month up to two years

One week

From two years to 12 years

Two weeks and one additional week for each continuous year of employment in excess of two years

12 or more years

Three weeks

Notice to be given to the Company

Notice to be given to the Company

Length of continuous service

Minimum period of notice

Less than one month

One week

One month onwards

One week

22.2 We reserve the right to terminate your employment without notice.

22.2 We reserve the right to terminate your employment without notice.

22.3 Nothing in this Contract shall prevent the Company from terminating your employment immediately in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

22.3 Nothing in this Contract shall prevent the Company from terminating your employment immediately in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.

22.4 In the event that you resign or are dismissed by the Company or their agents, the Company reserves the right to vary your role on a temporary or permanent basis without notice of employment. If you are a Job Share Partner and the Company requires you to perform full-time responsibilities on a temporary or permanent basis, your employment will be terminated immediately for you within the Company.

22.4 In the event that you resigns, is transferred within the Company or their agents for any reason, the Company reserves the right to vary your role on a temporary or permanent basis without notice of the resignation or termination of your employment. If you are a Job Share Partner, your employment will be terminated immediately for you within the Company. If you are a Job Share Partner, your employment will be terminated immediately for you within the Company.

23. Data Protection

The Company is required to protect your personal data and what we do with that data.

The Company is required to protect your personal data that we collect about you and what we do with that data. The Company is required to protect your personal data that we collect about you and what we do with that data.

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secure your personal data relevant data protection legislation [Company's data protection

shall at all times comply with all conditions imposed on you under the force from time to time in force.

24. Changes to Terms and Conditions

nt

The Company may amend the terms and conditions in this document [and in the Employee Handbook] and any such change will be notified to you personally.

he terms and conditions in this [annual] and any such change will generally applied, by notice.

25. Severability

The various provisions of these Terms and Conditions are severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the enforceability shall not affect the validity or enforceability of the remaining or identifiable parts.

everable, and if any provision or unenforceable by any court of enforceability shall not affect the or identifiable parts.

26. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

be governed by and construed in Any dispute relating to the same English and Welsh Courts.

Issued for and on behalf of <<Company Name>>

Signed:

Date:

Employee

I hereby warrant and confirm that I am not currently employed under any other terms and conditions, or in any other way performing any of the duties of an employee of the Company or any of its subsidiaries or associated companies. I accept the terms of this Agreement.

previous employment terms and employment with the Company or above. I accept the terms of this

Signed:

Date:

<<Name of Employee>>

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