

Contract of Employment

Statement of Main Terms of Employment

Employer [Name]
[Address]

Employee [Name]

This Written Contract of Employment sets out the Terms and Conditions in which you are employed. If any part of these Terms and Conditions of employment conflict with any other part or current legislation, it will not bring into question the remainder of this document. Any reference to any statute or regulation shall be deemed to include any statutory modification or re-enactment.

Any work undertaken by the Employee for the Employer which occurred prior to the commencement of employment under this contract does not count as part of your continuous period of employment.

Your employment is permanent.

1. Terms

The Employee commences employment with the Employer on [date] under the following terms:

- 1.1 You are employed as a Personal Assistant / Care Worker.
- 1.2 Your usual place of work will be at [address]
- 1.3 When requested you will work away from the usual place of work either accompanying the Employer or independently of.
- 1.4 Your specific duties and responsibilities are set out as follows in Appendix 1
 - a) You may also be required to carry out other reasonable duties as necessary.
 - b) You will be required to ensure the safety of [name] at all times.
 - c) Ensure that you take reasonable care for your own safety and the safety of others who may be affected by your acts or omissions at work.
- 1.5 The Employer may from time to time, require you to carry out other duties either on a temporary or permanent basis.
- 1.6 Your post is funded subject to the [name] current assessed funded care needs. This may mean that the Employer's requirements change. If [name] has a further or revised assessment of needs, the Employer must tell the Employee within 7 days of the assessment that their job description is to change, this may mean an increase or a decrease in working hours. In the event of a redundancy situation, negotiations and consultation will take place on an individual basis and be based on Statutory Redundancy.

2. Probationary Period

- 2.1 There will be a probationary period of 3 months. At the end of this period the Employer and the Employee will meet to review the position.

- 2.2 The Employer may terminate your contract for any reason during the probationary period. During this period, you will be entitled to one week's notice of termination. A payment in lieu of notice may be paid in accordance with clause 7.4.
- 2.3 The Probationary period may be extended, with reason, by the Employer if necessary. During the Probationary period the employment may be terminated by either party giving one week's notice.

3. Hours of work

- 3.1 You are contracted to work [hours per week] [bank shifts as mutually agreed].
- 3.2 The Employer reserves the right to vary your start and finish times and the number of hours worked. You may be required to work overtime including weekends and on bank holidays according to the Employer's needs.
- 3.3 You are required to make yourself available to cover shifts of absent Employees through sickness and holidays and the Employer will endeavour to provide reasonable notice of any request for additional hours.

4. Rates of pay

- 4.1 Current gross rates of pay for daytime working hours (0800 to 2000) are:
 - £ [amount] per hour in the first and second year of work.
 - £ [amount] per hour in third year of work and thereafterBank holiday day shifts are paid at [amount]
- 4.2 Nights (2000 to 0800) are paid at national living wage, currently £ [amount] per hour. It is anticipated that some of this will be a rest / sleeping night shift and that you would be expected to be up and attending to [name] when it is necessary.
- 4.3 You will be paid 4 weekly in arrears by bank transfer.
- 4.4 The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time.
- 4.5 You will not be paid for any overtime worked that has not been expressly agreed with the Employer in advance of the shift.
- 4.6 Payment will not be made for any hours where you have been absent from work without the express authority of the Employer. This applies to hours comprising a whole shift or part of a shift.

5. Holiday Entitlement

- 5.1 The holiday year runs from 1st April to 31st March.
- 5.2 The Employee is entitled to 5.6 weeks of holiday per year (which is equivalent to 12.07% of hours worked including overtime). Holiday accumulates pro-rata for each week worked.
- 5.3 Bank Holidays are treated as standard working days. They can be booked off as leave if agreed in advance with the Employer.

- 5.4 You must give your Employer a minimum of four weeks' notice of your intention to take annual leave which will be granted at the sole discretion of the Employer and may only be taken with the Employer's consent. Taking leave without the Employer's express consent may be considered unauthorised absence and result in non-payment of wages for the relevant period and subsequent disciplinary proceedings.
- 5.5 You are not permitted to carry over unused holiday entitlement from one holiday year to the next.
- 5.6 The Employer reserves the right to ask you to take one weeks paid annual leave at a time to be determined by them, giving you a minimum of 2 months notice.
- 5.7 In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual holiday already accrued but not taken at the date of termination of employment. If on termination of employment you have taken more annual holiday entitlement than you have accrued in that holiday year, an appropriate deduction will be made from your final payment.

6. Absence

- 6.1 If the Employee is unable to attend work because of sickness or any other reason they must inform the Employer personally, by telephone, as soon as they are aware of their inability to attend so other arrangements may be made. If they are unavailable you should contact the Team Leader nominated to act in their absence of the Employer.
- 6.2 Notification of absence for any reason by text message or social media is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.
- 6.3 Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.
- 6.4 The payment for sick pay will be Statutory Sick Pay according to the prescribed rate, which will be paid providing the Employee follows these procedures:
 - a) Inform the Employer as soon as the Employee knows they will not be able to come to work and in any event not less than two hours prior to the shift start time.
 - b) If the Employee is off sick for more than three days they are required to complete a self-certificate form.
 - c) The Employee will be required to provide a Medical Certificate if they are absent for more than seven days.
 - d) For the purposes of the Statutory Sick Pay scheme the agreed qualifying days are Monday to Sunday.
 - e) The first three days of any sickness period are unpaid. Inform the Employer as soon as the Employee knows she/he will not be able to come to work.
- 6.5 If you think you are likely to be late you must phone the Employer in advance or as soon as possible to let them know.

7. Notice period

- 7.1 After you have successfully completed your probationary period your Employer will give you written notice should you intend to terminate your contract of employment as follows:
- a. One week's notice if you have been continuously employed for up to two years;
 - b. The Employer will give the Employee notice of 4 working weeks or the statutory minimum (whichever is greater), except in cases of gross misconduct or gross negligence, and the Employer may at his/her discretion make payment instead of requiring the Employee to work any notice period.
- 7.2 You are required to give the Employer 4 weeks written notice.
- 7.3 Nothing in this contract prevents the Employer from terminating your employment summarily or otherwise in the event of any serious breach by the Employee of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you.
- 7.4 The Employer reserves the right in their absolute discretion to pay your basic salary in lieu of notice instead of requesting that you work your notice. In the event your Employer chooses to pay in lieu of notice your employment will be terminated on the date you receive the notice and payment will be made on the next periodical payroll date.
- 7.5 In the event that you refuse to work your period of notice it is expected and therefore agreed that the Employer will suffer additional losses arising from the appointment of an agency at a cost greater than your rate of pay. That so it is agreed that in the event of your refusal to work all or part of your notice period the Employer reserves the right to deduct from your final salary a sum equal in value to the salary payable for the shortfall in the period of notice.

8. Maternity Leave

- 8.1 You may be entitled to Statutory Maternity Pay if you satisfy the relevant eligibility criteria. If you do not qualify for Statutory Maternity Pay, you may be entitled to claim Maternity Allowance. Both are payable for a maximum of 39 weeks.

9. Paternity Leave/Adoption Leave/Parental Leave

- 9.1 You may be entitled to statutory payments/leave if you satisfy the relevant eligibility criteria for the new baby.

10. Confidentiality and Security and Behaviour

- 10.1 You must respect the privacy of [name], the Employer and their family. Many problems can arise if information is given to others. The Employee 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 household and domestic circumstances with others, except with the Employer's specific permission. The Employer will hold personal information about the Employee as personnel records. The Employer will abide by the Data Protection Act and share this information only with relevant third parties e.g. HM Revenue and Customs.
- 10.2 Breach of condition 10.1 will be treated as gross misconduct for the purposes of disciplinary action and may result in termination of your employment contract.
- 10.3 You are not allowed to have visitors whilst on duty unless the Employer has given you permission.

- 10.4 You are not permitted to make or receive personal telephone calls, except in exceptional circumstances. All calls must be concluded quickly.
- 10.5 Smoking whilst on duty is NOT permitted.
- 10.6 It is important that Employees wear clothing and footwear appropriate to the tasks involved i.e. flat shoes and clothing, which allows you to move easily.

11. Driving Licence

- 11.1 If you are required to use your own car in the course of this employment, it is a condition of your employment contract that you hold a driving licence valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements, are disqualified from driving or otherwise lose your licence, if you believe you have a medical condition that may affect your ability to drive, you must inform your Employer immediately. If you lose your licence or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.

12. Hospital admission

- 12.1 In the event that [name] is admitted to hospital on a temporary basis, it would be anticipated that [name] would still need his care team during an admission and the hospital would be your temporary place of work.

13. Disciplinary and Grievance

- 13.1 If the Employee behaves unacceptably or is not performing the job to the expected standard, the Employer will follow the formal disciplinary procedure as outlined in appendix 2. The grievance procedure is also described in appendix 2. The Employee should follow this procedure if they have a complaint against the Employer.

14. Trade Unions

- 14.1 You have the right to join a trade union. There are no collective agreements relevant to your employment.

15. Pensions

- 15.1 When required the Employer will comply with the Employer responsibility to operate a qualifying contributory pension scheme to which you will be auto-enrolled into, subject to the conditions of the scheme.
- 15.2 A qualifying scheme is a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.
- 15.3 The Employee shall pay such contributions to the Scheme as may be required by the rules of the Scheme as amended from time to time. The contributions shall be made by way of deductions from the Employee's salary.

16. Insurance

- 16.1 The Employer shall obtain Public and Employers Liability Insurance.
www.mycarebudget.org

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

Please sign and date both copies of this form, one copy for the Employer and one for the Employee to retain.

Signature of Employee: _____

Signature of Employer: _____

Date: _____

Date: _____

Appendix 1 **DESCRIPTION OF DUTIES:**

- To provide enabling support. The support will take place at home mainly but also includes outings to enable [name] to access appropriate activities.
- You will be expected to undergo training and demonstrate competencies where appropriate, at the Employers discretion.
- This day to day care of [name] will include, but is not limited to:
 - Dressing and undressing
 - Getting ready for bed and getting up from bed
 - Hoisting
 - Toileting
 - Changing incontinence pads – minimum of 4 a day with further change as and when required
 - Bathing
 - Hair washing
 - Brushing teeth 3 times a day
 - Shaving (when needed)
 - Meal preparation
 - Feeding [name] – as per meal time management plan
 - Giving medication to [name] and recording this in Medicine Administration Record
 - Taking [name] to activities he enjoys, e.g. hydrotherapy
 - Seeking out new opportunities and experiences for [name]
 - Planning outings
 - Communicating [name] health and daily routine (verbal handovers and documentation) to other Care team members and the Employer
 - Supporting [name] in hospital should he need to be admitted
 - Taking [name] to & from and attending with him at medical reviews
 - Assist with weighing and measuring [name] at medical appointments and recording the data
 - Taking [name] to & from and assisting him at equipment suppliers' for orthotics, wheelchair and any other equipment needed
 - Taking [name] to & from and assisting with him at the dentist
 - Taking [name] to & from and attending with him at the hairdressers
 - Stripping, refreshing and washing [name] pyjamas and bedding when needed
 - Laundering [name] clothes
 - Food shopping for [name]
 - Shopping for Personal Assistants' equipment such as gloves, kitchenware, towels etc
 - Washing wheelchair covers and cleaning wheelchair
 - Day to day wheelchair maintenance (e.g. tightening loose joints)
 - Washing Personal Assistants' towels etc
 - Housekeeping of Personal Assistants' and [name] living spaces such as dusting, vacuuming, stripping and washing bedding and making beds etc
 - Ordering repeat medical prescriptions and collecting medication
 - Ordering incontinence pads
 - Liaising with continence suppliers over changes to incontinence pads if needed
 - Provide access at home for regular servicing of [name] equipment e.g. the hoist, bed etc.
 - Safeguarding [name] property

INDIVIDUAL AGREEMENT TO OPT OUT OF THE 48 HOUR MAXIMUM WEEKLY WORKING TIME LIMIT UNDER THE WORKING TIME REGULATIONS 1998.

In times of emergency you may agree to work additional paid hours as agreed with the Employer. You agree for the purposes of Working Time Regulations 1998 that you will work longer than 48 hours when necessary for the requirements of the Employer and your signature of this agreement confirms your consent.

I.....(name of Employee) agree to work more than an average of 48 hours per week within this employment.

If you wish to withdraw from this agreement the Employer must give 4 weeks written notice of the decision to withdraw.

Signature of Employee:

Date:

Appendix 2 Disciplinary Procedure

1. Purpose and Scope

This procedure aims to maintain a standard of conduct and to encourage improvement where necessary. The procedure sets out the action which will be taken when disciplinary rules are broken, aiming to ensure fair treatment of the Employee at all times.

2. Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

At every stage, Employees will have the opportunity to state their case and be represented, if they wish, by a person of their choice who is agreeable to both parties.

The Employer will initially attempt to resolve problems relating to behaviour or performance through informal discussion. The formal procedures described below will only need to be used if informal methods have proved ineffective or been ignored.

3. The Procedure

Stage 1 – Improvement Note (Verbal Warning)

If behaviour or performance is unsatisfactory, the Employee will be given a formal Improvement Note (Verbal Warning), which will be recorded in writing by letter to the Employee and remain valid for six months.

Stage 2 - Written Warning

If the offence is serious, if there is no improvement in standards or if a further breach of rules or unacceptable behaviour occurs, a Written Warning will be given. This will explain the reason for the warning and will remain valid for six months.

Stage 3 - Final Written Warning

If conduct or performance is still unsatisfactory, a Final Written Warning will be given making it clear that any recurrence of the offence or other serious misconduct will result in dismissal. The Final Written Warning will remain valid for twelve months.

Stage 4 - Dismissal

If there is no satisfactory improvement or if further serious misconduct occurs, the Employee will be dismissed.

The Employer reserves the right to implement any stage of the above procedure where earlier stages are likely to be ineffective or inappropriate in dealing with the matter.

4. Gross Misconduct

If an Employee is suspected of Gross Misconduct they will be suspended immediately until further investigation can be carried out. If Gross Misconduct is confirmed, the Employee will be dismissed without notice.

Examples of Gross Misconduct include:

- Theft.
- Damage to property.
- Fraud.
- Incapacity for work due to being under the influence of alcohol or illegal drugs.
- Physical or sexual assault or harassment (either whilst at work or outside working hours).
- Threatening behaviour (whether to the Employer or any third party).
- Gross insubordination.
- Breach of confidentiality.
- Deliberately or knowingly endangering the Employer's safety.

These are only examples. Gross Misconduct is not limited to the behaviour listed above.

Grievance Policy

The aim of this procedure is to settle a grievance fairly, quickly and as closely as possible to the cause of the problem. It is to prevent minor disagreements developing into more serious disputes, and to enable a good working relationship between Employee and the Employer.

Stage 1

The Employee should address any grievance that they may have to their Employer through informal discussion.

Stage 2

If the grievance is unresolved the Employee will be required to make their complaint in writing to their Employer. There would then be a formal meeting and from this stage the Employee will have the right of appeal. A companion can accompany the Employee at this stage, and further stages. The companion can be a recognised trade union official, or a person agreed by both parties. The companion can speak to the group or confer with the Employee. The companion cannot answer questions on the Employee's behalf.

Stage 3

Should the matter still be unresolved at the conclusion of stage 2, a second meeting will be arranged with the involvement of an independent arbitration service that will further advise or facilitate resolution

Glossary of terms

- Gross pay- This is the amount of money you are paid per hour before any deductions (such as tax and national insurance).
- Pro-rata- Annual leave is calculated 'pro-rata' which means in proportion to the number of hours you work each week. You are entitled to 5.6 weeks annual leave pro rata. This means that if you work 20 hours each week, you will receive 5.6 x 20 hours annual leave (112 hours annual leave).
- Statutory Sick Pay- This is money paid to Employees who are off work through illness for 4 consecutive days. It is paid in place of their normal earnings. To get statutory sick pay the Employee must meet a set of criteria. Go to www.direct.gov.uk for more information.
- Employees Statement of Sickness- This is a form which you can get from HMRC. If you are off work due to illness for less than 7 days your Employer may ask you to fill one out to show if you are eligible for statutory sick pay.
- Doctor's Fitness to Work- This is a new form which replaces the 'doctor's sick note'. If you are off work for more than 7 days your Employer will ask you for a fitness to work note from your doctor. Your doctor will fill it in and explain if you are fit to work, and if not when you are likely to be able to work again.
- Statutory Redundancy – This is when an Employee or Employees are dismissed because they are no longer need to do their job. The Employee(s) may be entitled to Statutory Redundancy payment (provided that they meet the criteria outlined on www.direct.gov.uk).
- Statutory Maternity Pay- This is time off that all mothers are entitled to before and after giving birth (provided that they meet the criteria outlined on www.direct.gov.uk).
- Statutory Paternity leave- This is time off that all biological fathers, or partners of mothers are entitled to (provided that they meet the criteria outlined on www.direct.gov.uk).
- Statutory Adoption Leave- This is time off that all adoptive parents are entitled to (provided that they meet the criteria outlined on www.direct.gov.uk).
- Parental Leave- Parental leave offers qualifying parents the right to take unpaid time off work to look after their child or make arrangements for their welfare.
- Government Stakeholder Pension- Stakeholder pensions work in much the same way as other money purchase pensions. You pay money into your pension to build your pension fund. The managers of the stakeholder pension scheme invest the pension fund on your behalf. The value of your pension fund will be based on how much you have contributed and how well the fund's investments have performed. The Government have set rules on stakeholder pensions to make sure they are safe and fair for people who invest in them. If your Employer has 5 or more Employees they have to provide access to a stakeholder pension.