

# Contract of Employment

## Statement of Employment Particulars

Employer:

Address of employer:

Employee:

Address of employee:

Any work undertaken by you 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.

The employment with the Employer commenced on..... under the following terms and subject to the obtaining of a satisfactory DBS check, references and the provision of evidence of your right to work in the UK:

### **1. Job title and place of work**

**1.1.** You are employed as a .....

**1.2.** Your usual place of work will be at ..... and when requested you will work away from the usual place of work either accompanying the Employer or independently of.

**1.3.** Should the Employer move to a new address but remain within the existing Local Authority area, the Employer's new address will constitute your place of work.

**1.4.** Your specific duties and responsibilities are set out in the job description.

**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.** If you are required to assist the Employer on holiday, this will be individually negotiated with you. You may be asked to work outside the UK for a period not exceeding 1 month.

### **2. Probationary Period**

**2.1.** There will be a probationary period of ..... If your performance is satisfactory your continuing employment will be confirmed.

**2.2.** The Employer may terminate your contract during the probationary period if you are assessed as unsuitable for the role. 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 9.4.

**2.3.** The Probationary period may be extended by the Employer if additional time is required to assess your suitability for the role.

**2.4.** 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 ..... on .....

**3.2.** The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. Hours may vary due to the absence of other support workers, or the unexpected but essential change in the Employer's needs. Varied hours may fall at any time during which the Employer is known to reasonably require support with the type of duties carried out in your employment. Notice of the variation will be given by anyone authorised by the Employer to do so, as soon as the Employer is aware of the need for change.

### **4. Rates of pay**

**4.1.** Your rate of pay will be ..... per hour.

**4.2.** You must complete a .....time sheet to be submitted to the Employer no later than ..... in order that the Employer can sign and authorised the hours claimed and calculate your wages. Payment will be delayed if the time sheet is submitted after this date.

**4.3.** You will be paid by BACS transfer directly into your bank account on the 6<sup>TH</sup> of the month.

**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, including damage or loss sustained by the Employer which is attributable to your intentional or negligent acts or omissions or to your dishonesty;

**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.

**4.7.** In the event that you agree to accompany the Employer on a holiday or trip which requires you to work in manner which is not already set out in this agreement, the Employer will set out an alternative agreement as to the terms of your work during that period and issues as to pay and hours of work may alter accordingly.

### **5. Holiday Entitlement**

- 5.1. The holiday year runs 1<sup>st</sup> April to 31<sup>st</sup> March.
- 5.2. You are entitled to 5.6 weeks of paid holiday per year. A week is equivalent to the numbers of ..... usually worked per week. Bank holidays are included within your entitlement.
- 5.3. You are not permitted to carry over any unused holiday entitlement from one holiday year to the next. Untaken holiday entitlement cannot be taken in monetary value.
- 5.4. You must give your Employer a minimum of ..... 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.
- 5.5. 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.
- 5.6. Bank holidays may be taken as annual leave at the Employer's discretion but otherwise you will be expected to work them where they fall on a working/rota day.
- 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.
- 5.8. 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.
- 5.9. The Employer reserves the right to ask you to take annual leave at any time to be determined by them.

## **6. Absence**

- 6.1. If you are unable to attend work because of sickness or any other reason you must inform the Employer personally, by telephone, as soon as you are aware of their inability to attend so other arrangements may be made.
- 6.2. Notification of absence for any reason by text message 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. Payment for sick pay will be Statutory Sick Pay according to the prescribed rate, which will be paid providing you meet the criteria and follow the procedures below:

- a) Inform the Employer as soon as you know you 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 you are absent for more than three days, you are required to complete a self-certificate form.
- c) You will be required to provide a Medical Certificate if you are absent for more than seven days.
- d) For the purposes of the Statutory sick Pay scheme the agreed qualifying days are your normal working days.

**6.5.** The Employer reserves the right to determine at any time whether you are fit for work. In the event the Employer determines that you are not fit for work you will be placed on sick leave and SSP will apply where you are eligible. The employer will utilise this right only where it is reasonable to do so due to the nature of the work you are performing and symptoms and/or behaviours are sufficiently evident to determine you are not fit to perform such duties. Examples of when the Employer may determine you are unfit for work include:

- Where you are displaying symptoms of cold, virus or contagious disease.
- You are under the influence of alcohol, drugs, medication or other mind altering substance.
- You are not sound of mind, which may include displaying symptoms of low mood, depression, anxiety and self-harm.

Other than the provision of paid annual leave as set out in clause 6, you have no contractual entitlement to paid leave. However, statutory other statutory provisions may be available for a statutory payment in circumstances such as maternity leave, paternity leave, adoption pay and parental bereavement leave. The Employer will ensure that you receive due statutory payments for leave, at the prevailing rate, where you have met the qualifying eligibility to take the leave with payment.

## **8. Disclosure and Barring Service (DBS) Certificates and other offences**

- 8.1. Your employment is conditional upon the provision and upkeep of a satisfactory DBS check of a level appropriate to your post. You will be required to consent to subsequent DBS check from time to time during your employment as deemed appropriate by us.
- 8.2. If such certificate(s) are not supplied, or information is discovered in the certificate which shows you to be unsuitable for the position your employment will be terminated.
- 8.3. During your employment, you are required to immediately report to us any convictions or offences with which you are charged, including traffic offences.

## **9. Notice period**

- 9.1. After you have successfully completed your probationary period your Employer will give you written notice should they 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) One week's notice for each completed year of employment when you have worked more than two years (up to a maximum of 12 weeks)
- 9.2. You are required to give the Employer a minimum of ..... written notice of your intention to terminate your employment.
- 9.3. 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 of gross misconduct or gross negligence by you.
- 9.4. 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, which in the case of postal delivery will be deemed to be the next working day following date of the letter, and payment will be made on the next periodical payroll date.
- 9.5. If 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 amount payable for the shortfall in the period of notice.

## **10. Confidentiality and Security**

- 10.1. You must respect the privacy of the Employer and their family. You must always maintain a professional approach, keep information gained during your employment confidential and specifically should not discuss the Employer's household, domestic or health situation with others.
- 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.

## **11. Lay off and short time**

- 11.1. In the event that the Employer is admitted to hospital, residential care or respite on a temporary basis and is no longer in need of your services during this period of time, they reserve the right to impose a period of layoff and withhold payment of your usual salary. Where preferable to the Employer, you may be placed on short time working and your salary will be paid only for hours worked.
- 11.2. Any annual leave which has been accrued may be taken during a period of lay off and a Guarantee Payment will apply in accordance with statutory provisions.

## **12. Disciplinary and Grievance**

- 12.1. You are required to conduct yourself professionally and in line with the reasonable instructions of the Employer at all times. The Employer may issue a set of disciplinary rules and any breach of conduct or contractual obligations may result in disciplinary action against you. Disciplinary action will be held in accordance with any procedures and policies which may be provided and updated by the Employer from time to time in the Employee Handbook. In the absence of a written policy being in place, the ACAS codes of practice on disciplinary procedures will apply.
- 12.2. Grievances will be heard in accordance with policies and procedures which may be provided and updated by the Employer from time to time in the Employee Handbook. In the absence of a written grievance policy being in place, grievances will be handled in accordance with the ACAS codes of practice.

### **13. Trade Unions**

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

### **14. Pensions**

- 14.1. 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.
- 14.2. A qualifying scheme is a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.
- 14.3. You 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 your salary.

### **15. Driving license**

- 15.1. If you are required to drive as part of your role and duties, it is a condition of your employment contract that you hold a driving license 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 license, 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 license or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.

### **16. Training**

You will receive on site, work based and role focused training, sufficient to assist you achieve the objectives of your role. This training may be informal. Otherwise the Employer

will not provide any official training by an outsourced provider and nor are you under an obligation to undergo such formal training at your own expense.

**17. Changes to terms and conditions of employment**

- 17.1. The Employer reserves the right to make reasonable changes to any of the terms and conditions of employment contained within this document.
- 17.2. If appropriate, any changes will be subject to a reasonable consultation period prior to being changed. You will be given not less than one weeks' notice of any changes in writing. Such changes will be deemed to be accepted, unless you notify the Employer of any objection in writing before the expiry date of the notice period.

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

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Employer \_\_\_\_\_ Date \_\_\_\_\_

Signed on behalf of \_\_\_\_\_

If you are signing on behalf of the Employer, please answer the questions below. Relationship to Employer (appointee or power of attorney) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_