

# Employment contract

## Written statement of employment particulars

<b>1. Parties to this contract.</b> This agreement is made between:	
'The employer' whose name and address is:	
And	
'The employee' ('you') whose name is:	
<b>2. Type of contract</b> (please mark <u>one</u> of the options below. This agreement will not be valid if more than one option is marked)	
(a) This is a <b>permanent contract</b> with no fixed end date	
(b) This is a <b>fixed term contract</b> . The end date is: (please insert date)	
<b>3. Job title</b> The job description forms part of this contract which your employer will provide	
Your job title is:	
<b>4. Place of work</b>	
The normal place of work will be (this may vary from time to time):	
<b>5. Employment start date</b>	
The employment start date is:	
No previous employment will count as continuous for these purposes.	

<b>6. Probationary period</b>	
The first 6 months of your employment shall be a probationary period. The end date of the probationary period is:	
<p>During this probationary period, your performance and suitability for continued employment will be monitored. The employer may, at their discretion, extend this period if there are any concerns. During the probationary period either party may terminate the contract by providing one week's written notice. The employer may choose to provide a payment in lieu of the notice period worked.</p> <p>If the employer wishes to end the contract during the probationary period:</p> <ul style="list-style-type: none"> <li>• the normal disciplinary procedures will not apply</li> <li>• the employer will give feedback to the employee</li> </ul>	
<b>7. Hours of work</b>	
Your regular hours of work will be:	
<p>These hours can be varied by mutual agreement by both parties.</p> <p>Overtime is subject to authorisation from the employer.</p> <p>Timekeeping is an essential requirement of this role and it is important that if you are running late that you keep in contact with me. In the event of any lateness, you are to inform me immediately by telephone to ensure adequate cover can be arranged if and where necessary.</p>	
<b>8. Rates and methods of pay</b>	
The daytime rate between the hours of [ ] is:	£ per hour
The overnight 'sleep-in' rate between the hours of [ ] is:	£ per hour
The overnight 'waking' rate between the hours of [ ] is:	£ per hour
The weekend (Saturday and Sunday) rate is:	£ per hour
The bank holiday rate is (when worked):	£ per hour
<p>Any time worked in excess of the standard hours in section 7 of this contract will be paid at the above rates. Payment will be made in arrears to the employee. The frequency of payment will be 4-weekly/monthly. By bank transfer/cheque [Please delete as appropriate].</p>	
<b>9. Benefits</b>	
There are no additional benefits being offered in this employment.	
<b>10. Pension</b>	

If you earn more than £10,000 per year you will be auto-enrolled into a pension scheme, if you earn under the LEL (Lower Earnings Limit) per year you have the right to request to join a pension scheme. Ask your employer for further information on this.

## 11. Tax, national insurance and state benefits

### (a) Tax and national insurance

This is formal employment. As such income tax and National Insurance are payable if your wages exceed the thresholds stated by HMRC in the relevant tax year. It is the employer's responsibility to deduct these payments from your wages. You are obliged to provide a P45 and/or information about your past employment and any other current work so that the necessary deductions can be made.

### (b) State benefits

If you are claiming benefits at the same time as this work, it is your responsibility as the employee to announce this to the relevant authorities. The employer will fully co-operate with all of the above organisations in the event that they require information about your earnings.

## 12. Training

At the commencement of your employment, you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities.

Certain job functions may require you to undergo mandatory training. You will be advised of any training in advance.

## 13. Holiday entitlement

### (a) The holiday year

The holiday year runs for a period of one year from the employment start date until one year later.

### (b) Holiday entitlement

(i) If you work a **fixed number of hours each week** you are entitled to 5.6 weeks paid holiday per holiday year pro rata to the number of regular hours you work per week. For each week you take off you will be paid as per your hours in section 7.

(ii) If you work a regular but **variable number of hours each week** your holiday will be calculated based on the statutory minimum of 5.6 weeks per holiday year. Your holiday is calculated based on actual time worked at a rate of 12.07%.

(iii) For the purposes of this contract bank holidays are treated as normal working days. If you wish to be absent from work on a bank holiday you must request this as paid holiday as set out below.

(iv) Holiday cannot be carried over to the following year and pay cannot be offered in lieu of time off except where the employment has ended or if a worker cannot take all of their leave entitlement because they are already on a different type of leave (for example sick, maternity, parental or Statutory Parental Bereavement leave), in agreement with the employer, they may carry over some or all of the untaken leave into the next leave year.

### **(c) Compulsory holiday**

The employer has a legal right to require you to take part or all of your holiday entitlement on dates chosen by them. You will usually be given 1 months' notice of this or at least twice as long as the leave period you are required to take. This might occur if the employer is away on holiday or in hospital.

### **(d) Notice required**

You must give the employer a minimum of 2 weeks' notice when making a holiday request. This is to ensure that appropriate cover can be arranged. The employer will let you know as soon as possible whether it will be possible for you to take holiday on the dates you have requested.

### **(e) Ending your employment during the holiday year**

If your employment ends part of the way through the holiday year any remaining holiday will be calculated based on the number of weeks you have worked in that holiday year. If you have taken more than your holiday entitlement the employer will deduct any overpayment from your final wages. If you have taken less than your holiday entitlement your employer will make an additional payment to you to cover this in your final wage's payment.

## **14. Other paid leave**

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

- Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time
- Qualifying parents are entitled to parental bereavement leave in line with statutory entitlements in place from time to time.

## **15. Retainer fee**

If the employer is unable to receive your services e.g. due to a prolonged unplanned hospital stay, there may be an opportunity for you to be paid on a retainer basis.

(i) If the employer wishes you to visit them in hospital and/or provide work for them while away you will be paid as normal.

(ii) Alternatively, you could be asked to take paid holiday given the appropriate notice (see section 11 (b) above).

(iii) The employer reserves the right to put you on a period of short time working or lay off without pay in circumstances where you are not required to work. Only those employees with a guaranteed number of hours or who provide regular work each week will be entitled to receive

a retainer fee. The retainer fee will be full pay for the first 4 week period which covers the employer's liability for statutory guarantee pay in the event of any changes which will affect your post; the employer will consult with you at earliest convenient opportunity.

## 16. Ending employment

(a) You are required to give 1 month's written notice to end your employment, except during the probationary period, which is referred to in section six.

(b) If the employer wishes to terminate the employment for reasons other than of gross misconduct, and after following a reasonable process, the following notice will be given:

(i) During the probationary period 1 weeks' notice will be given by the employer.

After the probationary period:

(ii) Employees with 6 months - 2 years' service will be entitled to 2 weeks' notice.

(iii) Employees who have worked for more than 2 years will receive 1 weeks' notice for each full year of employment, up to a maximum of 12 week's notice.

(c) The employer may choose to give payment in lieu of the notice period being worked.

## 17. Sickness

This section refers to situations where you are sick and unable to attend work as a result.

### (a) Statutory sick pay

If your earnings are more than the current Lower Earnings Limit (LEL) you are entitled to Statutory Sick Pay from the 4<sup>th</sup> day of sickness. If you earn less than the Lower Earnings Limit you are not entitled to any statutory sick pay and you will not be paid while off sick. The LEL changes each tax year. Details of the current rates that apply are available from the employer.

### (b) Notifying sickness absence

You are required to follow the procedure below in the event that you are sick and unable to attend work:

- on the first day of sickness, you must inform your employer by telephone that you will not be able to come to work as soon as possible and no less than 1 hour before your shift is due to start. If possible, please give the employer a date on which you plan to return to work.
- If you are not able to give a return to work date you should telephone the employer each day to keep them updated.
- If you are sick for more than 3 days you must complete HMRC form 'SC2: Employee Self Certificate of Sickness'. This can be obtained from [www.hmrc.gov.uk](http://www.hmrc.gov.uk).
- If you are sick for more than 7 days you must obtain a Statement of Fitness to Work from a registered medical practitioner (usually your GP) stating the reason for your absence from work.
- the employer will keep any sickness certificates you supply for their records.
- you are required to keep in regular contact with your employer while you are off sick so that arrangements can be made and employment matters that may arise from the sickness period can be discussed.

### **(c) Your return to work**

When you return to work, the employer may meet with you to discuss the reasons for your absence and any support you may require carrying out your role. Where appropriate the employer will make reasonable adjustments.

## **18. Disciplinary and grievance policy and procedures**

The disciplinary and grievance policy and procedure can be found in Appendix 1 General policies, procedures and conduct.

## **19. Insurance**

The employer will maintain employer's liability and public liability insurance throughout the duration of your employment.

## **20. Your right to work in the UK**

### **(a) Confirmation of your right to live and work in the UK**

By taking up this post, you are confirming that you have current and valid permission to live and work in the United Kingdom and that this permission extends to allow you to work in this particular post.

### **(b) Verification and original documents**

The employer is required by law to verify your right to live and work in the UK (including your right to take up employment with them).

You will be required to show the employer original copies of the documents that verify your right to live and work in the UK and the employer will take copies of these documents to keep in your personnel file.

### **(c) Completion of personnel sheet**

You are required to complete a personnel sheet with your employer as part of this process.

## **21. Funding for this post**

This post is subject to funding from the Local Authority or NHS and will be subject to review depending on the person's needs and the current Local Authority or NHS policy on Self-Directed Support. In the event of any funding changes which will affect your post, the employer will consult with you at earliest convenient opportunity.

## **22. Conduct**

The conduct expected of the employee is outlined in Appendix 1 and make up part of the terms and conditions of your employment. Failure to abide by these terms and conditions will be viewed as misconduct for the purposes of the disciplinary procedure outlined in section Appendix 1.

## 23. Signatures

I have read, understand and accept the above statement of my conditions of employment. I agree to always abide by the terms of this agreement during the course of my employment.

Employee signature:

Print name:

Date:

Employer signature:

Print name:

Date:

Once signed. Each party will be given a copy of this agreement for their records.

# Appendix 1- Conduct and General Policies and Procedures

## Conduct

You are expected to maintain high standards of work, personal behaviour and conduct in this role. The terms (a) - (h) below constitute general policies and procedures of your employment and outline expected codes of conduct. Failure to abide by the terms and conditions outlined below will be viewed as misconduct for the purposes of the disciplinary procedure outlined in this appendix.

### **(a) Decision making and following instructions**

A positive approach to joint problem solving is encouraged in this role. However, the employer will always take the final decision as to how things are done and what is required. Repeated failure to follow instructions or training is a serious issue and could lead to disciplinary action.

### **(b) The working environment**

You must respect the employer's property at all times and use it only with permission and as you have been shown. Intentionally damaging or stealing the employer's property amounts to gross misconduct which could result in your dismissal without notice.

On termination of this contract, all property and documentation that belongs to the employer should be returned.

### **(c) Behaviour and professional conduct**

Raising your voice, shouting and/or using inappropriate language will not be tolerated in any circumstances and may amount to gross misconduct.

### **(d) Confidentiality**

You must always maintain confidentiality and never pass information on to others (verbally, in writing, via social networking sites or using other online forums) about the employer, their family and other employees or workers without their express written permission. In exceptional circumstances where you have safeguarding concerns you may contact social services or the police.

### **(e) Timekeeping, timesheets and reliability**

You are always expected to arrive on time for your shifts and to work until the end of your shift. You must always phone the employer to let them know if you are going to be more than 10 minutes late for a shift and give them an adequate reason why.

Leaving before the end of the shift must be agreed by your employer.

You are expected to complete your timesheet accurately and promptly. Deliberate falsification of hours worked amounts to gross misconduct and may result in dismissal without notice.

### **(f) Health and Safety**

You are expected to co-operate with the employer by making sure you understand and follow all the training and instruction that you have been given and to carry out your job safely at all times.

You must take reasonable care not to put other people at risk as a result of what you do or fail to do in the course of your work. You should raise any Health and Safety matters with your employer in the first instance.

If your own transport is used to drive the employer in the course of your work (not including



commuting to and from work to attend your shift), you must have Class 1 business vehicle insurance, a current MOT and you must drive safely at all times.

#### **(h) Appearance and personal hygiene**

It is important that you respect the fact that the person you are supporting may require you to act on their behalf. Your appearance and personal hygiene can therefore directly reflect upon them. As such, you must always be dressed appropriately to carry out the agreed work activities safely and effectively and ensure that you always arrive in a state fit to carry out your duties.

### **Disciplinary Policy and Procedure**

#### **The employer reserves the right to appoint an agent to act on their behalf at any stage of the investigation/disciplinary process**

The purpose of a disciplinary procedure is to:

- encourage improvement in the employee's performance and/or conduct
- ensure the employer treats the employee fairly

In the event of poor performance/misconduct on the part of the employee, problems may first be addressed informally by the employer, for example in supervision or via an informal chat. Details of this feedback should be recorded on your personnel record.

If no improvement is made by the employee following this type of informal feedback or if the initial offence is serious enough the employer will instigate a formal disciplinary process as detailed below.

#### **(a) Investigation and disciplinary meeting**

Whilst disciplinary investigations are being carried out, or the employer is seeking advice on disciplinary proceedings, the employer may suspend the employee on normal pay as outlined in section 8 of the contract. The employer will not take any disciplinary action before completing a thorough investigation and holding a disciplinary meeting.

If the employer wishes to instigate disciplinary proceedings, they will write to the employee giving at least 5 calendar days' notice of the disciplinary meeting. The notification should include:

- the alleged misconduct or poor performance i.e. what the problem is
- the possible consequences (see sections (b) and (c) below)
- the date, time and location of the disciplinary meeting which will be held without unreasonable delay
- the employee's right to bring a companion to the meeting
- copies of any evidence that will be used during the disciplinary meeting e.g. witness statements, supervision notes etc

The time, date and location of the disciplinary meeting must be reasonable to both parties.

The employee has a legal right to bring a companion to the disciplinary meeting with them. However, they must first make a request to the employer before bringing anyone with them.

The employee can bring:

- a colleague
- a trade union representative who's certified or trained in acting as a companion
- an official employed by a trade union

The companion can:

- present and/or sum up the employee's case
- speak on the employee's behalf
- speak to the employee during the hearing
- take notes for the employee

However, the companion cannot:

- answer questions on the employee's behalf
- speak if the employee does not wish them to
- prevent the employer from putting forward their case/evidence

At the disciplinary meeting the employee will be offered the opportunity to:

- put forward their views
- ask questions
- call relevant witnesses
- answer any allegations and show evidence

### **(b) Outcome of the disciplinary meeting**

The outcome of the meeting will be based on the following factors:

- the seriousness of the offence
- what has happened to other PAs in the past, in similar circumstances
- the employee's disciplinary record and general performance, work experience and length of service
- the overall reasonableness of the proposed disciplinary action
- any other relevant circumstances or mitigating factors

The employer will write to the employee within 7 calendar days to let them know the outcome of the disciplinary meeting and their right to appeal.

### **(c) Potential outcomes of the disciplinary process**

After the disciplinary meeting the employer may choose to take no action, reasonable action (inc. additional supervision or retraining) or issue a disciplinary sanction. Possible disciplinary sanctions include:

#### **(i) Informal/Verbal warning**

Where misconduct or a performance issue is found to be too small and not serious the employer may have an informal talk with the employee. Employer may keep a record of the informal

warning for future reference.

### **(ii) First written warning**

Where misconduct or poor performance is confirmed, the employee will be issued with a first written warning. A further act of misconduct or failure to improve performance within 6 months will normally result in another disciplinary meeting and possible further sanctions.

When issuing a first written warning the employer will outline:

- the performance problem or misconduct
- the improvement that is required
- an appropriate timescale for achieving this improvement
- details of any support, including any training, that the employer will provide

### **(iii) Stage 2: final written warning**

If after the investigation and disciplinary meeting it is found that the employee's misconduct or poor performance is sufficiently serious it may be appropriate to issue a final written warning instead of a first written warning. Alternatively, the employer may issue a final written warning if the employee has already been issued with a first written warning and has failed to improve in the set timescale.

When issuing a final written warning the employer will outline:

- the performance problem or misconduct
- the improvement that is required
- an appropriate timescale for achieving this improvement
- details of any support, including any training, that the employer will provide

The employee will be informed of the consequences of further misconduct, or failure to improve performance within the set period following a final written warning eg that it may result in dismissal.

### **(iii) Stage 3: dismissal**

Unless the employee is being dismissed for reasons of gross misconduct, they will receive the appropriate period of notice or payment in lieu of notice. Dismissal without notice will only be considered in proven cases of gross misconduct (see section (d) below).

In all other circumstances the employee will only be dismissed if;

- despite first and final written warnings, conduct or performance does not improve, or
- the employee commits an additional offence whilst at another stage of this process

Dismissal will always be reasonable taking into account all the circumstances.

The employee will be informed as soon as possible of the reasons for the dismissal, the date on

which the employment contract will end, the appropriate period of notice and their right of appeal. Employees will be given a written statement of reasons for their dismissal within 14 days of the dismissal.

#### **(d) Gross misconduct**

Acts of gross misconduct are so serious that they may call for dismissal with or without notice and without having to follow a sequence of written/final warnings. However, a fair disciplinary process will always be followed before dismissing an employee for gross misconduct.

If the employee is suspected of gross misconduct, they will be suspended pending a full investigation of the alleged gross misconduct.

The following is a list of acts which would normally be considered as gross misconduct:

- theft
- negligent or deliberate damage to the employer's property
- fraud
- assault
- being under the influence of alcohol or illegal drugs whilst at work
- deliberate or reckless failure to follow the employer's health and safety rules
- disclosure or misuse of confidential information
- offensive behaviour (e.g. discrimination, harassment, bullying or abuse)
- any other offence which is serious enough to significantly break the trust between the employer and the employee

#### **(e) Appeals**

If the employee wishes to appeal against any disciplinary decision they must do so, in writing, giving their grounds for appeal, within 7 days (ACAS recommends 5 days) of the original decision. The employer will hear the appeal in a formal appeal meeting (the employee again has a right to be accompanied as above) and decide the case as impartially as possible. Where appropriate the employer may invite a neutral third party to assist them in making a decision.

### **Grievance procedure**

A grievance is any concern, problem or complaint that you raise with your employer. It may be about your work, working environment or relationships with others in the workplace.

You should initially aim to resolve any problems you have informally with the employer. It is hoped that most problems can be raised and settled during the course of the everyday working relationship to the satisfaction of both parties.

However if you are unhappy with a particular aspect of the job and you feel unable to resolve the problem informally with the employer this is a grievance. If you feel you have a grievance you should follow the procedure outlined below.

**(a) Write a letter to the employer outlining your grievance**

As soon as you believe you have a grievance, you should write to the employer giving them details of your grievance. You may find it helpful to say in your letter how you would like your employer to resolve the problem. You should make sure your letter is dated and that you keep a copy.

**(b) Grievance meeting**

Once the employer has received your written grievance, they will investigate the matter and write to you within 7 calendar days (ACAS says - ideally within 5 working days) to invite you to a meeting to discuss your grievance. The location and time/date of the meeting will be agreeable to both parties. You have the right to be accompanied by a colleague, trade union representative, someone employed by a trade union or other person agreeable to both parties at this meeting. The intention of this meeting is to establish the facts and find a way to resolve the problem.

After the meeting the employer will write to you without unreasonable delay with their decision. The employer will set out, where appropriate, what action they intend to take to resolve your grievance.

**(c) Appealing the employer's decision**

You have the right to appeal against any decisions that are made during this grievance procedure. If you wish to appeal please make this request in writing to the employer.

The employer will usually seek advice from other employers/advisers before coming to a final decision.