Statement of main terms of employment

## Employer:

## Address of Employer:

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## Employee:

## Address of employee:

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

1. **Job Title and place of work**
	1. You are employed as a Personal Assistant / Support Worker commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	2. Your main duties and responsibilities are set out in your job description.
	3. Your usual place of work will be at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. There may be times when you will be required to accompany me to other destinations within your working hours.
	4. I may from time to time, require you to carry out other duties either on a temporary or permanent basis.
	5. I will provide you with supervision and support on a regular basis. Training, as appropriate, will be provided.
	6. This post is funded by a Personal Health Budget and is therefore reliant on the CCG committing finance each year. An annual review of the hours that I contract to you will take place to determine what funding is available in order to agree the contracted hours.
	7. You are not expected to work outside the UK for more than one month.
2. **Probationary Period**
	1. There will be a probationary period of 12 weeks. Towards the end of this period we will meet to review the position. If we are both happy with the situation the contract will be made permanent.
	2. The probationary period may be extended, with reason, by me if deemed necessary.
	3. I may terminate the contract for any reason during the probationary period. After one month, you will be entitled to one week’s notice of termination.
3. **Hours of work**
	1. You are contracted to work a minimum of \_\_\_\_\_ hours per week as detailed on your new starter form.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hours during weekdays

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hours during weekends

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Night time hours

It is the nature of this employment that I may require you to work additional or changed hours. As far as possible I will try to give you 24 hours’ notice, although this may not always be possible.

* 1. I reserve the right to vary your start and finish times and number of hours worked on any given day. You may be required to work hours including weekends and bank holidays according to the Personal Health Budget recipient’s needs.
	2. Under the ‘Working Time Regulations’ you can’t work more than 48 hours a week on average - normally averaged over 17 weeks.

You can choose to work more by opting out of the 48-hour week. Further details can be found <https://www.gov.uk/maximum-weekly-working-hours/calculating-your-working-hours>

* 1. You are required to make yourself available to cover shifts of absent Employees through sickness and holidays. I will endeavour to provide reasonable notice of any request for additional hours.
	2. You must phone and advise me as soon as possible if you are likely to be more than 10 minutes late for your shift. Persistent lateness may result in your dismissal.
	3. I will give sympathetic consideration to a request for absence from work on compassionate grounds. Each case will be treated on its merits and may be granted with or without pay.
1. **Rates of Pay**
	1. Current rates of pay are:

 Rate per hour day time: £\_\_\_\_\_\_\_\_\_\_

 Rate per hour night time: £\_\_\_\_\_\_\_\_\_\_

* 1. You will be paid 4 weekly in arrears.
	2. I may, in addition to any National insurance, PAYE and Pension contributions that you may be required to pay, deduct from your wages any sums that you may owe or when you end your employment, any annual leave which you have taken beyond your entitlement.
	3. Payment will not be made for any hours where you have been absent from work without express consent. This applies to hours comprising a whole or part of a shift.
	4. Should you accompany me on holiday (including overnight stay) acting as personal assistant, payment will be individually negotiated.
1. **Holiday Entitlement**
	1. The holiday year runs from April to March
	2. You are entitled to 5.6 week’ holiday per year up to a maximum of 28 days which accumulates pro-rata for each full month worked. A week is equivalent to the number of hours worked per week. Bank holidays are included within your entitlement.
	3. All holidays must be taken as ‘time off’ in the holiday year. No payment will be made in lieu of untaken holidays, except when employment has been terminated.
	4. You must give me at least two weeks’ notice of your intention to take annual leave, which will be granted at my discretion. Taking leave without consent may be considered unauthorised absence and result in non-payment of wages for the relevant period. Continued unauthorised absence may result in disciplinary proceedings. You will not normally be granted more than 2 working weeks consecutively.
	5. Bank Holidays may be taken as annual leave, but otherwise you will be expected to work them where they fall on a working / rota day.
	6. I reserve the right to ask you to take two weeks paid annual leave at a time to be determined by me.
	7. In the event of the termination of your employment, you will be entitled to holiday pay calculated already accrued but not taken at the date of termination of your employment.
	8. If on termination you have taken more annual holiday entitlement than you have accrued in that year, an appropriate deduction will be made from your final payment.
2. **Absence and other paid leave**
	1. If you are unable to attend work due to sickness or any other reason, then you must inform me personally by telephone, as soon as you are aware so that other arrangements can be made.
	2. Notification of absence for any reason by text is not an acceptable method of communication.
	3. Payment for sick leave will be statutory sick pay if you meet the eligibility criteria and you follow the following procedures:
3. Inform me as soon as you know that you are unable to attend work which should not be less than 2 hours before you are due on shift.
4. If you are off sick for more than 3 days then you must complete a self-certificate
5. You will be required to provide a medical note should you be absent from work for more than 7 days
6. For the purpose of Statutory Sickness Payments, the agreed qualifying days are Monday to Sunday
7. There is no contractual right to payment in respect of period of absence due to sickness or inability to attend work.
	1. Guidelines for statutory sick pay and other statutory payments can be found at <https://www.gov.uk/browse/employing-people/time-off>
	2. You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements;
		1. maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements and;
		2. qualifying parents are entitled to parental bereavement leave in line with statutory entitlements
8. **Notice Period**
	1. After you have successfully completed your probationary period, I will give you written notice to terminate your contract of employment as follows
9. One week’s notice if you have been continuously employed for more than one month and up to 2 years.
10. One week’s notice for each completed year of employment when you have worked continuously for more than 2 years (up to a 12 week maximum)
	1. You are required to give me a minimum of 4 weeks’ written notice of your intention to terminate your employment.
	2. Nothing in this contract prevents me from terminating your employment immediately in the event of any serious breach of the Terms of Employment or in the event of any act of gross misconduct or gross negligence by you.
	3. I reserve the right to discretion in paying basic salary in lieu of notice instead of working your notice. In the event I choose to pay in lieu of notice, your employment will be terminated on the date you receive your notice and payment will be made on the next payroll date.
	4. When you leave employment with me, you agree to return any items belonging to me, and any documents, notes or records of whatever nature relating to me.
11. **Confidentiality and Security**
	1. You must respect the privacy of me and my family. You must maintain a professional approach at all times, keeping information gained in the course of your duties confidential and specifically should not discuss my household, domestic or health situation with others
	2. Breach of condition 8.1 will be treated as gross misconduct for the purpose of disciplinary action and may result in the termination of your employment contract.
	3. You may be responsible for holding a key to my home which may only be used to undertake your employment duties. If you lose the key you must notify me immediately and if your employment ends you must hand the key back straight away.
	4. I will do all that I can to provide you with a healthy and safe workplace. You are expected to work, safely at all times and not endanger the health and safety of yourself, myself or anyone visiting my home.
12. **Driving as part of your duties**
	1. If you are driving me or the Personal Health Budget recipient in your own vehicle, then you are required to have fully comprehensive cover including business use on your motor insurance policy. As your Employer, I am required to see your valid driving licence, MOT certificate for the vehicle and your Insurance policy.
	2. Your driving licence should be valid for the United Kingdom and for the class of vehicle you will be driving.
	3. If you receive any endorsements, or are disqualified to drive or if you believe that you have a medical condition that may affect your ability to drive, then you must notify me immediately. Failure to disclose any changes that will affect your ability to drive safely, then your contract may be terminated.
13. **Training**

10.1 You will be provided with a package of mandatory training which you will be expected to complete within your probationary period. You will be trained and have your competency assessed in all other tasks identified in my care and support plan. This training will be regularly reviewed. There will be no cost to you for the training and you will be paid an agreed number of hours in order to complete it.

* 1. If further training needs are identified these may be met by either e-learning or class-based sessions.
1. **Lay off and short time**
	1. In the event that I or the Personal Health Budget recipient 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, I reserve the right to impose a period of ‘lay off’ and withhold payment of your usual salary. Where preferable to me you may be placed on short time working and your wages paid for hours worked.
	2. Any annual leave accrued may be taken during this period.
2. **Disciplinary and Grievance**
	1. These procedures are not contractual and may be subject to change according to the relevant legislation in force at the time. Disciplinary proceedings will be held in accordance with Acas code of practice on disciplinary and grievance procedures that can be found at <https://www.gov.uk/taking-disciplinary-action>
	2. Grievances should be provided to the Employer in writing who will endeavour to respond within a reasonable time frame. Grievances will be heard in accordance with Acas code of practice on disciplinary and grievance procedures that can be found at <https://www.gov.uk/taking-disciplinary-action>
3. **Trade Unions**

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

1. **Pensions**
	1. I will comply with the responsibility to operate a qualifying contributory pension scheme to which you will be auto-enrolled into, subject to the conditions of the scheme.
	2. You shall pay such contributions to the scheme by way of deductions from your wage payments.
2. **Authority**

You have no authority to enter into any obligations or agreements on my behalf.

1. **Privacy Notice**

As your employer I will hold personal information in relation to your employment with me, such as name, National insurance number, date of birth, bank details).

This information will be held to enable me to adhere to the requirements of your employment contract including pay and pension contributions.

The lawful basis for holding this information is to regulate the performance of the employment contract to which you are party to.

When required, I will share your information with Sefton Personal Health Budget Support Service, NEST Pension Fund, HMRC and other organisations in relation to the obligation of processing your wage payments.

The Personal Health Budget Support Service and I will hold your personal information for a period of 6 years after the end of your employment. All information will be destroyed after that date.

1. **Amendment and Updating**

These terms of employment may be changed or updated by me at any time giving you reasonable notice in writing.

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

…………………………………………….. Date …………………….

Signature of Employee

…………………………………………….. Date …………………….

Signature of Employer