

SAMPLE CONTRACT OF EMPLOYMENT

This statement sets out particulars of the terms and conditions of employment and are given to you in accordance with section 1 of the Employment Rights Act 1996.

I:	
Of:	
("The Employer" "I")	
Am employing, you:	
Of:	
("the Employee" "you")	
On:	
The Employees employment with the Employer began on:	
The Employees employment with previous employers does not count as part of your continuous period of employment.	
1.	Job Title and Place of Work
1.1	You are employed as a:
1.2	Your usual place of work will be at: home and when requested you will work away from the usual place of work either accompanying the Employer or independently of him/her.

1.3	The specific duties and responsibilities of the post are set out in the attached job description.
1.4	The Employer may from time to time require you to carry out other duties with additional pay either on a temporary or permanent basis.
2.	Probationary Period
2.1	There will be a probationary period of [] weeks. At the end of this period the Employer and the Employee will meet to review the position. If the Employee's performance is satisfactory and both are happy with the situation, the Employee's continued employment will be confirmed.
2.2	The Probationary period can be extended by the Employer at their discretion. During the first month of the Probationary Period, the Employer may terminate the employee's employment by giving one week's notice. During the remainder of the Probationary Period, employment can be ended by either party giving one week's notice.
3.	Hours of Work
3.1	The basic number of hours each week will be: [] Day hours [] Sleepover(s)

3.2	The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You may be required to work overtime including on weekends and on bank holidays according to the Employer's needs.
3.3	The Employer will endeavour to give reasonable notice of any request for additional hours. Where for example, the Employer requires the Employee to accompany the Employer on holiday.
4.	Rates of Pay
4.1	<p>Rates of pay will be: [] per hour</p> <p>Wage Payments will be made monthly in arrears by [cheque/BACS transfer] on or around the last working day of the month.</p>
4.2	The Employee will complete and submit a (monthly) time sheet of the hours worked in any (month). The timesheet must be submitted to Payroll no later than [] of the following month to enable them to calculate the Employee's wages. Payment will be delayed (until the following month) if the Employee is late in submitting the timesheet.
4.3	The Employer may request, in addition to National Insurance and/or PAYE, deduct from the wages any overpayment made or sums that the Employee may owe the Employer from time to time. This will include but is not limited to training costs, monies in respect of excess holiday entitlement period and the cost of repairing any damage or losses to the Employer or his/her property caused by you.

5.	Lateness
5.1	The Employee must phone and advise the Employer as early as possible [and in the event at least 30 minutes before the shift starts] if lateness of more than 10 minutes is anticipated.
5.2	We may deduct a proportionate amount from your wages for unauthorised absence from your employment, otherwise than in the case of absence by reason of authorised holiday or absence through illness, injury or accident.
6.	Holiday Entitlement
6.1	The Employee is entitled to 5.6 working weeks holiday in each holiday year which accumulates (pro rata) per completed month's employment. A week being equivalent of the number of hours/days usually worked per week.
6.2	The holiday year is [] and you should take your holidays during this period. You will not be permitted to carry over any unused holiday entitlement if it is not used. You will not be entitled to payment for any unused holiday entitlement. If the Employee starts work after the beginning or finishes work before the end of the holiday year, the Employee's holiday entitlement will be 1/12 th of the total holiday entitlement, in respect of each whole month worked.
6.3	Your holiday entitlement should be taken at times to be agreed with the Employer and only with the Employer's prior [written] agreement. You are expected to give at least [weeks] notice of taking holiday. The Employer's consent is

	to be obtained before you have committed yourself to a booking or any alternative positive arrangement.
6.4	Bank/Public holidays (per year) may be booked off as holiday otherwise they will be treated as normal working days, for which the Employee will be paid at Double Time. Bank Public Holidays are days in agreement of both Employer and Employee
6.5	From time to time the Employer may attend a residential course or for some other reason may not require the Employee's services. In such circumstances the Employer may request that the Employee take their holiday during that period. If all holiday entitlement has already been taken, the Employer may request that the Employee take a period of unpaid leave provided it does not exceed 4 weeks consecutively or 6 weeks cumulatively effective to end the employment or be treated as a breach of contract.
6.6	The Employer may require the Employee to accompany the employer on holiday to provide assistance, although there is no obligation upon the Employee to do so. This will be individually negotiated. [Please note that such an arrangement will not need to be taken out of the Employee's holiday entitlement].
6.7.	The Employee may not take holiday more than [] working days consecutively out of your entitlement without the Employer's prior written consent.
6.8	If the Employee leaves the employment without outstanding holiday entitlement, the employer will pay the Employee a sum representing salary for the number of day's holiday entitlement outstanding. Alternatively the Employer may

	require the Employee to take any outstanding entitlement during the Employee's notice period. If you leave employment having taken more than the accumulated holiday entitlement for the current holiday year then the Employer will make a deduction in respect of the excess holiday taken from any final payment to you.
7.	Sickness
7.1	<p>If the Employee is unable to come to work because of illness, then they must let the Employer know as soon as possible so that other arrangements can be made. The only payment for sick leave will be Statutory Sick Pay according to the regulations, which will be provided the Employee follows these procedures:</p> <ul style="list-style-type: none"> a) Inform the employer as soon as the Employee knows they will not be able to come to work, and in any event at least [] minutes before the start of the shift. b) If the Employee is off sick for more than 3 days, the Employee must complete a form SC2 (Employee's statement of sickness), and submit to the Employer. c) The Employee will be required to provide a Medical Certificate if the Employee is absent through sickness for more than seven days. d) For the purposes of the Statutory Sick Pay scheme the agreed qualifying days are []. e) There is no contractual right to payment in respect of periods of absence due to sickness or incapacity.
8.	Notice Period
8.1	After you have successfully completed your Probationary period, the Employer will give you [written] notice to terminate your employment as follows:

	<p>a) [] weeks notice if you have continuously been employed or up to two years; and then</p> <p>b) [] weeks notice for each completed year of employment up to a maximum of twelve weeks notice.</p>
8.2	You are required to give the Employer [weeks] written notice to terminate your employment.
8.3	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.
8.4	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 period.
8.5	Employees may be entitled to redundancy payments if they have been continuously employed for at least 2 years and are dismissed due to the role no longer being required. Notice period as detailed in 8.1.
9.	Confidentially and Security
9.1	The Employee must respect the privacy of 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, other than with the Employer's specific permission.

	<p>However, while confidentiality is important, relevant information sharing is vital. If the adult being cared for is being harmed, exploited or neglected, this should be reported to the Council so it can be further investigated.</p>
10.	Pensions
10.1	
11.	Collective Agreements (Unions)
11.1	There are no collective agreements relevant to your employment.
12.	Driving Licence
12.1	[It is a condition of your employment that you hold a valid UK driving license appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements or are disqualified from driving or otherwise lose your license, if you believe you may have any medical condition that may affect your ability to drive, you must inform the 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].
13.	Grievance Procedures

13.1	If you have a grievance, you must set out the grievance in writing and send the Employer a copy.
13.2	You will be invited to at least one meeting to discuss the grievance, and you must take all reasonable steps to attend the meeting. After the meeting, the Employer will inform you of the decision in response to your grievance and will notify you of the right to appeal against the decision if you are not satisfied with it.
13.3	If you wish to appeal the decision, you must inform the Employer and you will be invited to attend a further meeting, which you must take all reasonable steps to attend. After the meeting the Employer will inform you of their final decision.
14.	Disciplinary Procedures
14.1	The Disciplinary rules applicable to your employment.
15.	Suspension
15.1	The Employer reserves the right to suspend you from work on full pay in order that they might investigate any disciplinary matter involving you.
15.2	The Employer reserves the right to impose disciplinary suspension without pay to the maximum of one working week as a disciplinary sanction.

I have read the above statement of conditions of employment. I 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, please answer the questions below.

Relationship to Employer (appointee or power of attorney)

.....

Name

Address

.....

.....

.....

.....

Telephone Number.....