

## Direct Payments

### Contract of Employment (Live-In)

**The contents of this contract reflect the unique nature of this employment as a personal assistant to a disabled person. The funding enabling me to employ you is provided by third parties and accordingly, if that funding is withdrawn or reduced then employment may cease through no fault of the employer.**

This contract sets out the terms and conditions, on which I, ..... am employing you, ..... Your employment with me began on .....

Your employment with any previous employer does not count as part of your continuous period of employment.

#### **1. Name and Location of Post**

- 1.1. You are employed as a Personal Care Assistant. A job description is laid out under separate cover entitled 'Job Description'.
- 1.2. Your normal place of work will be at the home of .....

#### **2. Probationary Period and Notice**

- 2.1. There will be a probationary (or trial) period of four weeks after which I will confirm employment, extend the probationary period, or terminate the employment. During this time the notice period will be 1 week.
- 2.2. In the event of any problems, the probationary period can be extended or the contract terminated. The employer may also, at her/his discretion, make a payment instead of requiring the employee to work any notice period.
- 2.3. Thereafter the amount of notice of termination to be given by either party is 4 weeks, or by mutual consent.

#### **3. Hours of Work**

- 3.1. You will be working multiple shifts of 24 hours. During this time, you will be on call for the time you are not actively working with ..... Time spent on call away from the normal place of work (i.e. at your home) does not count as working time for the purposes of the Working Time Regulations (below) or the National Minimum Wage regulations. Time spent sleeping at the employer's home or elsewhere will be treated in the same way.
- 3.2. The employee will be expected to work additional hours at the employer's request. The employer will always try to give adequate notice of any additional hours required (e.g. accompanying the employer on holiday).
- 3.3. The Working Time Regulations came into force on 1<sup>st</sup> October 1998. The regulations, as a health and safety measure, limit working time to 48 hours per weeks, assessed as an average over a 17 week period.
- 3.4. It is possible that you will be asked to work in excess of this limit. The Regulations provide that employees may 'opt out' of the 48 hours limit by agreement with the

employer. For these purposes, Regulation 4(1) of the Working Time Directive does not apply in this instance and you are agreeing to work more than 48 hours per week.

3.5. You may terminate your agreement to opt out of the Regulations by giving one months' notice in writing. This will not affect any other employment rights you have.

3.6 In accordance with the Opt-Out Agreement, you will be required to keep a record of the hours you work. This will be recorded on timesheets provided by the employer.

#### **4. Wages and Remuneration**

4.1. Pay will be £                      per shift.

4.2. Employees working on public holidays will be entitled to an additional premium of £35.00 per shift.

4.3. Wages will be paid on the first day of each month, 1 month in arrears.

4.4. The employer may, in addition to National Insurance and/or PAYE, deduct from the wages of the employee any sums that the employee owes the employer. This will include any money in respect of annual leave taken that is calculated as being above the employee's entitlement for any particular period.

#### **5. Sickness**

5.1. If you are unable to attend work due to sickness you are entitled to sick pay. Sick pay shall be payable at the rate of £                      per shift not worked for a maximum of 2 weeks per year. The following procedures must be carried out:

- Inform the employer immediately you know you are unable to work.
- If the period of sickness is more than 3 days you must fill in a Self-Certificate of Sickness (SC2 form).
- You may be required to provide a medical certificate if the period of sickness exceeds 7 days.

#### **6. Holidays**

6.1. You are entitled to 4 weeks (pro rata) paid holiday per annum, in accordance with the Working Time Directive 1998. A week is the equivalent of the normal number of hours/days worked per week.

6.2. Bank holidays will be booked off as leave or they will be treated as normal working days. Holidays must be booked with 4 weeks notice otherwise they may not be authorised.

#### **7. Pensions**

There is no pension scheme attached to this post.

#### **8. Confidentiality**

8.1 The employee must respect the privacy of the employer and his/her family. The employee must maintain a professional approach and not divulge any information gained during employment, except with the express permission of the employer.

## 9. Disciplinary Procedures

- 9.1. The Disciplinary Procedure exists to help employees improve their standard of work and maintain a certain level of conduct. It also ensures that all employees are treated equally and fairly. The employee is entitled at any stage to be represented by a person of their choice who is agreeable to both parties.
- 9.2. The employer will initially attempt to resolve any problems relating to conduct or performance through informal discussion. The formal part of the procedure will only be used when efforts to resolve any problems informally have been ineffective or ignored.
- 9.3. The Disciplinary Procedure will be as follows:
- Oral warning - if conduct or performance is unsatisfactory, the employee will be given an oral warning which will be recorded and will remain valid for 6 months.
  - Written warning - if the offence is serious, if there is no improvement in standards or if a further breach of rules or conduct occurs, a written warning will be issued giving reasons for the warning, which will remain valid for 6 months.
  - Final written warning - if conduct or performance is still unsatisfactory, a final written warning will be issued stating that any repeat of the offence or other serious misconduct will result in dismissal. This will remain valid for 12 months.
  - Dismissal - if there is no satisfactory improvement or if a 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.
- 9.4. If an employee is suspected of Gross Misconduct they will be suspended immediately pending further investigation. If Gross Misconduct is confirmed, the employee may be dismissed without notice. Gross Misconduct may include:
- Theft or fraud
  - Damage to property
  - Physical or sexual assault or harassment (either whilst working or outside of work)
  - Verbal abuse or threatening behaviour (to either the employer or to a third party)
  - Working whilst under the influence of alcohol or drugs
  - Refusal to undertake a reasonable task or duty that is requested of you
  - Persistent unreasonable lateness
  - Breach of confidentiality
  - Deliberately or knowingly endangering my safety

### Signed by Employer:

I agree to opt out of the 48-hour average weekly limit provided in the Working Time Directive 1998.

Signed:..... Date:.....

### Signed by Employee:

I agree to opt out of the 48-hour average weekly limit provided in the Working Time Directive 1998.

Signed:..... Date:.....