

## Contract of Employment

### STATEMENT OF MAIN TERMS OF EMPLOYMENT

This Statement, together with the Staff Handbook, forms part of your Contract of Employment and sets out particulars of the main terms on which

**Care 24/7 Healthcare Limited**

whose registered offices are at

1-3, MAP House, St Leonards Road, Eastbourne, BN21 3UT -

Registration Number: 09909827

Employs

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#### 1. JOB HOLDER:

NAME OF EMPLOYEE:	
JOB TITLE:	

#### 2. EMPLOYMENT DURATION:

2.1 Your employment began on \_\_\_\_\_ and no previous employment counts as part of your continuous period of employment.

2.2 Your employment from the commencement date identified in 2.1 above is continuous and is subject to the conditions of Termination of Employment as referenced in clause 12 of this Contract.

#### 3. PLACE OF WORK:

You will normally be required to work at the domestic premises of our clients, as detailed in a weekly Shift Rota which will be notified to you one \_\_\_\_\_ in advance.

#### 4. HOURS OF WORK:

4.1 Your normal contracted hours of work are \_\_\_\_\_ hours per week, within an agreed time frame, Monday to Friday. You may be required to work additional hours when authorised and as necessitated by the needs of the business, however you will not be required to work more than 48 hours per week (averaged over 17 weeks) unless you have agreed to the Opt-out provided in the Working Time Regulations 1998.

4.2 Should you agree to the Opt-out of the maximum 48-hour working week you will be required to sign the relevant Opt-out Form.

4.3 You have the statutory right to revoke your Opt-out Agreement pursuant to clause 4.2 above at any time by giving \_\_\_\_\_ notice.

#### 5. REMUNERATION:

5.1 Your current wage is £ \_\_\_\_\_ per hour, paid monthly on \_\_\_\_\_ in arrears.

5.2 Payment will be made by cheque or credit transfer to your nominated bank account.

5.3 This remuneration will be subject to review at 12 monthly periods from the date of commencement of your employment.

## 6. HOLIDAY ENTITLEMENT:

- 6.1 The holiday year runs from \_\_\_\_\_ and ends on \_\_\_\_\_ each year.
- 6.2 You will receive a paid holiday entitlement of 28 working days (5.6 weeks for a person who works 5 days a week) during a complete holiday year, or a greater amount should the statutory minimum be increased during the period of employment.
- 6.3 For a part year of service your entitlement will be calculated as  $(A \times B) - C$ ; where A = the period of leave to which you are entitled; B = the portion of the leave year which expired before your employment ended; C = the amount of leave you have already taken during the leave year.
- 6.4 If you have taken more leave than you are entitled to at the point at which your employment ends we reserve the right to be compensated by you accordingly.
- Conditions relating to the taking of annual holidays are shown in the Staff Handbook to which you should refer.

## 7. PUBLIC / BANK HOLIDAYS:

In addition to the annual holiday entitlement you are allowed the following public / bank holidays each year with pay:

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

## 8. SICKNESS PAY & CONDITIONS:

There is no contractual sickness / injury payments scheme in addition to Statutory Sick Pay.

## 9. DISCIPLINARY RULES & PROCEDURES:

The Disciplinary Rules and Procedures that apply to your employment are shown in the Staff Handbook to which you should refer.

## 10. DISCIPLINARY APPEALS PROCEDURES:

The Disciplinary Rules and Procedures which form part of the Contract of Employment incorporate the right to lodge an appeal in respect of any disciplinary action taken against you. Further information may be found in the Staff Handbook to which you should refer.

## 11. CODE OF CONDUCT:

The Organisation operates a strict Code of Conduct which is set out in Company Policy No: 1004. By signing this Contract of Employment you are agreeing to abide by, and actively practice, this Code of Conduct as you undertake your job responsibilities.

## 12. GRIEVANCE PROCEDURE:

It is important that if you feel dissatisfied with any matter relating to your work you should have an immediate means by which such a grievance can be aired and resolved. Further information may be found in the Staff Handbook to which you should refer.

## 13. NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER:

- 13.1 Under one month service: nil.
- 13.2 1 month but less than 5 year service: 1 month.
- 13.3 5 year service or more: 1 week for each completed year of service to a maximum of 12 weeks after 12 years.

## 14. NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE:

- 14.1 Under one month service: nil.
- 14.2 1 month service or more: 1 month.

**15. PENSION & PENSION SCHEME:**

The Organisation operates a Workplace Pension Scheme which complies with current legislation.

Any amendment to this Statement and Terms & Conditions of Employment as set out in this Contract will be notified to you in writing within one month of the amendment.

**TO BE COMPLETED FOR AND ON BEHALF OF Care 24/7 Healthcare**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE COMPLETED BY EMPLOYEE:**

*I acknowledge receipt of this Statement and Terms and Conditions of Employment, and the Organisation's Code of Conduct, and confirm that I have read and understood them, and that they are acceptable to me. For the purposes of the Working Time Regulations any applicable entitlements and provisions constitute a Relevant Agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_