

SAMPLE

(Items in italics need removing before use)

(Where there is an X in the margin the contract terms need to be substituted)

Written Statement of Employment

Name of employer

Name of employee

Commencement of Employment and Continuous Employment

X Start date of Employment

Start date of continuous Employment (If applicable)

Job Title

X You are employed as a *Carer/Personal Assistant/Enabler/Other*

X Job Description

Job Purpose

Responsible to

Main tasks

Potential risks associated with this employment

The employer will abide by their duty to reduce any risks to the employee to a minimum, but the employee should be aware of the following:

X *(insert specific matters to do with the impairment or tasks required)*

Job Location

X Your main place of work is *Service Users Address/other*. You *may/will* also be employed to carry out tasks away from the main place of work, within the local area.

X **Probationary Period:** (*insert time period*)

The employment is not confirmed until completion of this period.

After one month a one weeks notice is required.

Pay

X Your rate of pay is £ per *hour/day/week*

X You are paid at *4 weekly/monthly* intervals, in arrears.

Tax and National Insurance will be deducted.

You will be paid by cheque

X *Also include other pay information, as required.*

Overtime rates and when they apply.

Weekend/unsocial pay and when they apply.

Standby arrangements and payments.

Other benefits – if applicable.

Hours of Work

X Your hours of work are

Holidays

X Your annual holiday entitlement is 5.6 weeks per year, pro-rata(*hours per week x 5.6 weeks =*) and/or (If you work flexible hours your holiday will be calculated on average hours worked, usually for the period of 12 weeks prior to taking the holiday).

X Public holidays are included in the 5.6 weeks pro-rata.

The holiday year runs from 1st April to 31st March each year.

Holiday is accrued at a rate of 1/12th for each complete month of employment.

Holiday can be taken from the 1st day of employment.

X You are required to request holiday in writing, giving *** months/weeks* notice.

X You are required to take *** weeks* holiday when I am away on *Holiday/Respite*, you will be given *weeks/months* notice of this, where possible.

Upon leaving employment any holiday taken above the amount accrued during the holiday year will be deducted from the final wage.

Any holiday accrued during the holiday year and not taken will be paid with the final wage.

Holidays are to be taken within the holiday year and cannot be carried forward to the following year, unless exceptional agreement is given in writing by the employer.

Sickness Absence

Provided you are above the National Insurance lower earnings limit you will be entitled to Statutory Sick Pay (SSP).

See www.sain.org.uk for full details.

Absence from Work

- X If for any reason you cannot come to work you should telephone me as soon as possible.

Pension Scheme

- X I do not operate a pension scheme. A pensions contracting out certificate *is/is not* in force for your employment.

Or for employers with 5 or more employees, for an employee earning above NI lower earnings limit

- X You have the option of joining a stakeholder pension scheme with (name of stakeholder pension scheme).

I can provide you with further information on request.

You have the option of having employee contributions deducted from your wages.

Ending Your Employment

Your contract is for an indefinite period but subject to notice.

Notice can be given by either party, in writing, giving the appropriate notice as below:

After one month of employment, one weeks notice.

This rises to two weeks after the first two years of employment.

This will then rise by one week for every additional year worked, up to a maximum of twelve weeks notice, for twelve years or more of employment.

NOTE Notice can be increased but agreement must be obtained for this from the employee.

Or

- X Your Contract is for a fixed term and expires on

X

Or

Your employment is temporary and is expected to continue for

Statutory Rights

The employee is entitled to all statutory employment rights including Health and Safety, National Minimum wage, Redundancy, Sick Pay, Maternity Pay, Working Time Regulations etc.

The Terms of this contract may be varied through mutual consultation between the Employer and Employee.

Employee

I acknowledge receipt of my written statement of contract of employment

Signed.....

Date.....

OPTIONAL INCLUSIONS

Appraisal arrangements

***Time Off Arrangements – TOIL, and details
Dependents leave – and details***

Training – what is expected, what will be provided, at whose expense

Health and Safety

Maternity/Paternity and working parent's policies

Outside interests/other employment

Restraints following termination (restrictive covenants)

The use of mobile phones

Lay Offs – e.g. This employment is linked to the funding I receive, I reserve the right to lay off employees, should the need arise due to funding being reduced or ceasing on a temporary basis (i.e due to my hospitalisation)

Redundancy Policy You are entitled to statutory redundancy payments after two years of continuous employment.

Vehicles – e.g. Drivers will be required to hold a full clean driving certificate and to notify the employer should this change. E.g. business insurance is required if your car is used for work. (NB employer should check and copy documentation)

Right to search –

Tools – Equipment required to be used during the course of the work, ie hoist etc. Guidelines and rules on use of

The use of employer's telephone, computer, internet etc. and regulations around this.

Safeguarding for both employer and employee – where the employee is expected to handle money for the employer, get shopping, receipts should be kept as a record – ISA registration if require – ability to dismiss if CRB or ISA problems come to light.