

Contract of employment



What should I consider including?

Name of employee:

Name of employer:

Address of employer:

Start date:

Job title:

Job title

- The job title should describe the position/role.
- You could note here that the employee may be required to help or move to other duties should the need arise (e.g. to cover holiday or sickness).

Probationary period

- Specify the probationary period.
- What will be expected in order to pass the probationary period? For example, will the employee be expected to gain the Care Certificate?
- What will happen if the expectations of the probationary period aren't met?

Disclosure and Barring Service (DBS) check

- The employee will need a DBS check.
- Clarify who is expected to pay for the checks and what will happen if the check flags up issues.

Place of work

- State the normal place at which the employee will be required to work.
- Will the employee be required to work outside the UK or not?

Pay arrangements

- State the agreed pay.
- Specify how payment will be made.
- Will you include anything about the occurrence of accidental errors in pay?

Hours of work

- State the hours the employee be contracted to work. Will they be set or flexible?
- State the breaks that will be given. Will they be paid or unpaid?
- You may want to add in a clause about the employee being expected to vary their hours should there be a business need.

Out of hours responsibilities

- The employee may be required to undertake other duties relevant to their employment, like work-based training or staff meetings, for example.
- Will you pay them for these additional hours or will you grant time off in lieu?

Clocking in and out

- If you have a time clock, what are the rules/procedures around clocking in and out?
- State the rules around leaving the premises during work hours.
- What will happen if the employee does not adhere to rules/procedures? (e.g. disciplinary action etc.).

Holiday entitlement

- State:
 - When the holiday year runs from and to.
 - How many days/weeks/hours holiday the employee is entitled to.
 - What the rules are around bank holidays.
- Include full details of holidays and procedures surrounding them in the Employee Handbook.

Holiday pay

- Specify the rate for holiday pay.
- Include a clause about what would happen if the employment is terminated and the employee has taken more holidays than they are entitled to take.

Sickness absence

- You are required to pay Statutory Sick Pay. Is there any contractual sick pay?
- Include details of sickness absence notification and pay in the Employee Handbook.



Disciplinary procedure and rules

- Be clear as to when it may be necessary for the company to use disciplinary action e.g. because of poor conduct or performance.
- Explain why it is important the procedure is in place.
- Include full details of the disciplinary procedure in the Employee Handbook.

Disciplinary procedure and rules

- The employee has a right to appeal the disciplinary procedure at any stage.
- Explain who and how the employee should make an appeal if they are dissatisfied.
- Include full details of the appeal procedure in the Employee Handbook.

Grievance procedure

- Explain how the employee should raise a grievance, and with whom they should raise it with.
- Include full details of the grievance procedure in the Employee Handbook.

Pension scheme

- Will you operate a pension scheme? If not, you will need to enrol employees into an 'auto-enrolment'
- pension scheme from your staging date in order to comply with current pensions legislation.
- You should provide full details of the enrolment rules and pension scheme separate to the employment contract.

Collective agreements

- State whether or not there are any collective agreements directly affecting the terms and conditions of employment (e.g. trade union agreements).

Pay in lieu

- Having given notice you may want the employee to leave with immediate effect with a payment in lieu.

Garden leave

- You may wish to state that you reserve the right to require the employee to remain away from your care service on 'garden leave' for any part of the notice period.
- If this is the case, you will also want to state that during this time they must not work for any other company.

Lay-off/short-time working

- This section allows you to cover yourself should you need to make short-term changes within the workforce necessitated by a downturn in work etc.
- You should include full details of the lay-off/short-time working procedures in the Employee Handbook.

Notice periods

Notice period to be given by the employee to the employer

- State the notice period for the employee to give to the employer and how it should be given.
- Consider whether the notice period should vary depending on the length of service.

Notice to be given by the employer to the employee

- You should state here that you have the right to serve notice of the termination of employment at any time.
- State the notice period, which must not be less than the statutory minimum and will vary depending on the length of service.
- Do you want to give longer notice than the statutory minimum?

General

- Here you can specify what consequences there will be if the employee leaves without working the agreed notice.



Confidentiality

- Explain the reasons for such strict confidentiality policies within a care service.
- Cover:
 - What information needs to be treated as confidential.
 - What constitutes disclosure of confidential information.
 - What will happen if the employee breaches the rules of confidentiality.

Non-solicitation agreement

- You can use this section to put restrictions in place to stop this employee from 'poaching' your other staff if their employment is terminated, and they move on to work for another care service.
- You'll need to include time-scales within the restrictions.

Conflict of interest

- To avoid a conflict of interest, you should put procedures in place which means the employee must be open and honest about any relationships they might have with the care service users.
- You will also want to include restrictions on the engagement with any other care businesses during their employment with you.

You should get this contract signed to the effect confirm it has been read, understood and the terms agreed by the employee:

Employer

Issued by

Signed

Date

Employee

Issued by

Signed

Date



For more information visit:

marshcommercial.co.uk/for-business/care

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