

# Statement of Particulars

**Employer:**

**Employee:**

**Date of Statement:**

## **About the relationship between the employer and employee**

The employer is the employee's patient and as such has impaired abilities, and is a vulnerable person, and the manner and timing of her care have a direct impact on her health and level of disability.

All care is to be provided in such a way as to protect her health both physical and cognitive as described on the Freshdesk Knowledge Base.

Mrs Joyce Gilbert and/or Mrs Sarah Lawrence are her representatives when the need arises.

The patient is dependent on the carer and is not able to deal with the carer on equal terms. The carer will take special care not to take advantage of the patient and not to unnecessarily influence the patient's choices.

## **1. Start of employment and continuous employment**

Your employment began on

Any previous employment with me or another employer does not count as part of your continuous period of employment with me.

This post is subject to review. In the event of any changes affecting the funding or terms of the employment, I will fully consult with you and explain and discuss the reasons for the changes, except for those that are imposed by law and cannot be altered unless the law is changed. I shall notify you in writing with one month's notice of the change becoming effective.

## **2. Job title**

You are employed as a Live-in Carer. You will assist me to live at home and to have as much control over the home environment and life as possible, under the circumstances, and seek opportunities to enhance my quality of life.

A brief outline of your duties is included in your job description. You should refer to me for specific details.

### **3. Place of work**

Your job is usually based at my home address, but I may require you to work at other locations as necessary.

When on shift, you are required to be present at this address except during breaks or when arranged with me or my representatives. I ask that you treat my home with respect and use resources economically. I will heat your rooms to a minimum of 20 degrees in the daytime and 12 degrees in the night.

When not on shift you have no rights to access my house. Any of your property you leave at this address when you are not working is done so at your own risk and you have no automatic right to it, or to access it.

### **4. Probationary period and background checks**

This post is subject to a probationary period of 3 worked full shifts. During this period, your work performance and general suitability will be assessed and if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or if the working relationship is not agreeable, I may either decide to take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

I also may decide to extend your probationary period if I need more time to check your suitability for the job, for example if you have been away from work with illness. I will tell you the reason for any extension to your probationary period. At the end of this period, if your performance is satisfactory and I am happy with the situation, then your continued employment will be confirmed.

There are some reasons why I might end your employment. These may include poor performance, poor attendance, or an unsatisfactory DBS (Disclosure & Barring Service) check.

This role is subject to a satisfactory DBS (Disclosure & Barring Service) check being completed every three years, paid for by my funding. I might end your employment if this check is unsatisfactory.

### **5. Hours of work**

You are employed as my Live-in carer to work 2 weeks in every 4.

In line with the Working Time Directive 2003/88/EC, you are not expected to work more than an average of 48 hours per week. By signing this agreement, you are opting out of the 48 hour limit, on the understanding that it is your choice to do so. If you wish the 48-hour limit to apply, you will need to notify me in writing.

If we have scheduled specific working times and you are running unavoidably late, you must keep in regular contact with me. In the event of any lateness you are to inform me immediately by our agreed contact method, to ensure that adequate cover can be arranged if necessary.

Should I be admitted into a hospital or care home, you will receive retainer pay for up to 28 days per period of admission. This will be equal to the National Living Wage and will be paid according to the average hours worked over the previous 4 weeks. I will agree full pay if you take annual leave or do any training due. You may be able to provide support to me in hospital at your normal hourly rate, upon prior agreement.

## **6. Rate(s) and method of payment**

I will pay you at the following rate(s):

2023 Live in rate: £920.42 (£1,019.93 inc holiday) per week

You will be entitled to a break of 2 hours per day where you will not be called upon for work and can leave the premises if you wish. During the remaining 22 hours you will be on-call and available for work, however you will not carry out more than an average of 13.49 hours of actual work in a 24h period, in order to adhere to the national minimum wage. The government's accommodation offset rate has been used in the calculations.

I will pay your usual rates for work on a bank holiday.

Payment will be made at the agreed frequency after the end of each pay period. Your wage may be subject to PAYE, National Insurance and Pension deductions.

I will submit timesheets before the end of each pay period to ensure you receive the correct payment and to record the hours that you have worked. You must not submit your own timesheets without my involvement. I reserve the right not to pay you if I have not authorised your timesheets, or until I have received your signature on completed timesheets for the period. You will be paid every 4 weeks.

If you notice that you have been overpaid, you are required to notify me immediately. You will be required to return the funds. I reserve the right to deduct any overpayments from your next payment(s).

## **7. Holiday entitlement**

Holiday is about having time off (non-working days) during which you are still paid (holiday pay). Your holiday entitlement is a pro-rata of the statutory leave entitlement of 5.6 weeks paid holiday per year.

Your holiday pay will be calculated at this rate at the end of each shift and added onto the gross pay on each payslip. As a live in carer your non-working days are built into the

schedule. However, we recognise that you may need other non-work days so permit you to claim 1 week (a “holiday block” of 7 days) once a year (your year worked) to run consecutively onto your scheduled off time

I will require you to provide 2 complete working shifts of notice of this holiday block. This is important to enable me to arrange cover for you whilst you are away. Due to the vulnerabilities of my disability I need you to work all the designated on time that we have agreed and expect you to arrange appointments and other responsibilities into your off time.

If your normal hours of work fall on a bank holiday, I expect you to work as normal

Your holiday year begins on 15th August; you should ensure that you have taken all of your remaining holiday entitlement by 14th August each year. You are not entitled to carry forward untaken holiday entitlement to the following year without my prior agreement.

### **8. Sick leave and pay**

I do not operate a private sick pay scheme but provided you meet the eligibility criteria, you may be entitled to Statutory Sick Pay (SSP) during absence as a result of sickness or injury. Statutory Sick Pay (SSP) is treated as income and is subject to PAYE deductions and National Insurance contributions.

If, for any reason you cannot come to work, you should notify me as soon as possible *before* your shift commences. This is important so that I can have the best possible chance of arranging cover for you.

If you are away from work with illness for more than seven calendar days you must provide me with a medical certificate. For shorter periods you can self-certificate, in line with statutory requirements.

### **9. Parental leave and pay**

You are entitled to maternity, paternity, shared parental leave, and adoptive parent's paid and unpaid leave as specified in any statutory provisions that apply at the time. I can arrange for further information regarding this if you wish, including any entitlement to Statutory Maternity Pay (SMP) or Maternity Allowance.

### **10. Notice period**

You and I will be required to give one week's written notice during the first two years of your employment.

If you have been employed by me for more than two completed years then you are entitled to a longer period of notice equal to one week for every completed year, up to a maximum of twelve weeks' notice.

I reserve the right to pay you in lieu of notice at the end of your employment with me.

### **11. Pension**

Statutory responsibility to nominate a pension scheme and to arrange collection of your contributions, if you require such, will be upheld. You should raise this matter with me if you require any further details.

I do not currently operate a private pension scheme.

### **12. Disciplinary and Grievance**

The Disciplinary and Grievance procedure are outlined in the policies that accompany this document.

### **13. Health and safety at work**

You are required to undertake your work in a manner that ensures the safety of all concerned. If you have any concerns regarding health and safety you must raise them with me immediately. If I employ 5 or more employees, I will make a Health and Safety policy available, which will detail my commitment to Health and Safety in your working environment with me. A copy of this document will be available at your place of work and will be viewable upon request.

### **14. Car user status and allowances**

Your own transport may be required to drive me as part of your role. Any expenses incurred using your own vehicle will be reimbursed subject to my agreement (excluding travel to and from your place of work with me). It is your responsibility to ensure that you have the relevant Class 1 Business insurance in place.

### **15. Data protection**

For the purposes of your employment with me, I will keep and use your information and may also ask other organisations to assist me with managing my employment scheme. These organisations will also keep and use your information for the purposes of your employment with me.

Any questions regarding your employment or pay should be directed to myself as the employer, not any support organisations I may use to assist with processing your pay. They will be unable to discuss the employment with you unless I specifically give them permission to talk to you.

### **16. Confidentiality**

You must respect my privacy (and that of anyone else that you may come into contact with whilst at work) and maintain a professional approach at all times. You should keep any information gained in the course of your work with me confidential and not discuss my affairs with others, except with my specific permission (unless this poses any safeguarding

concerns). On termination of employment, all property, documentation or information provided to you during the course of your employment with me should be returned on or by your last day of work.

I confirm acceptance of these terms and conditions.

Signed (employer): ..... Date: .....

Signed (employee): ..... Date: .....

## **Disciplinary Procedure Policy**

This policy is designed to help deal with situations that include misconduct and/or poor performance. Where possible the matter will be dealt with informally. However where some form of formal action is needed, depending on the circumstances of the situation, I will try to ensure that the following procedure is followed. No disciplinary action will be taken until the matter has been fully investigated. I will follow the ACAS code of practice as far as is reasonably practicable. Further details on the disciplinary procedure can be provided on request.

The first step in the formal process, following the investigation, will be to let you know in writing what it is you are alleged to have done wrong, the reasons why this is not acceptable, and, where appropriate, copies of any written evidence will be provided with the letter. The letter will invite you to a meeting at which the problem can be discussed. At least three working days' notice will be given unless agreed otherwise. You have the right to be accompanied by a work colleague of your choice, or a representative of the trade union to which you may belong. You and your representative will be able to present evidence and call witnesses.

If you are unable to attend the hearing, you must let me know as soon as possible and give me a reason for your non-attendance, preferably in advance of the meeting. If you fail to attend because of circumstances outside your control, for example unforeseeable transport difficulties or an illness in the family, then the meeting will be rearranged. If there is no good reason for your non-attendance then a decision may be made in your absence. If I rearrange the meeting and you do not attend for no good reason then it is likely that a decision will be made in your absence.

After the meeting I will decide whether or not to take disciplinary action. Before making any decision on disciplinary action, your disciplinary and general record, and the explanations given by you will be taken into account.

The actions that I may take are shown below. If your misconduct or poor performance is having a serious effect upon your work, it may be appropriate to skip to a final written warning, depending on the severity of your actions. In this situation, the reasons for skipping to a final written warning will be explained. In the event of your gross misconduct I may decide to dismiss you even though you have not previously received a warning for misconduct. A letter informing you of my decision will be sent to you.

### **First written warning**

Where you are found guilty of misconduct or poor performance the usual first step would be to give you a first written warning setting out the improvement that is required and the timescale over which the improvement is to be achieved.

You will be informed that the warning represents the first stage in the formal disciplinary process and that failure to improve within a specified timescale could lead to a final written warning and subsequently dismissal. A record of the warning will be kept but it will be disregarded for disciplinary purposes after twelve months unless stated otherwise.

#### Final written warning

Where there is a failure to improve or change behaviour in the timescale set at the first formal stage, or where the offence is very serious, you will normally be issued with a final written warning. The final written warning will give details of, and grounds for, the complaint. It will warn you that failure to improve or modify behaviour may lead to dismissal and will refer to your right of appeal. The final written warning will normally be disregarded for disciplinary purposes after twelve months unless specified otherwise.

#### Dismissal or other penalty

If your conduct or performance still fails to improve or if the offence is very serious, the final stage in the disciplinary process will be dismissal, following the completion of the process above. You will be informed as soon as possible of the reasons for your dismissal, the date on which the employment contract will end, the appropriate period of notice and your right of appeal.

#### Gross misconduct

In the event of your gross misconduct, I may decide to dismiss you even though you have not previously received a disciplinary warning.

If after investigation and any disciplinary hearing it is confirmed that you have committed an offence such as these listed below, the usual consequence will be dismissal (this list is by no means exhaustive):

- theft or fraud
- physical violence, bullying or offensive behaviour
- deliberate damage to property
- bringing shame on the employer
- alcohol or drug use affecting work
- causing loss, damage or injury through serious carelessness
- serious breach of health and safety rules
- serious breach of confidence

You will not be dismissed without first being given the opportunity to put your case forward at a disciplinary meeting.

In the event of you being dismissed for gross misconduct you will not be entitled to a notice period and you will not be paid in lieu of notice.



### Suspension

While the alleged offence is being investigated you may be suspended to facilitate the investigation, during which time you will be paid your normal contractual pay, or if your contracted hours are zero, your average pay for the 12 weeks' period before your suspension period commences. Any period of suspension with pay will only be imposed after careful consideration and will be kept under review. It will be made clear to you that the suspension is not a disciplinary action and does not involve any prejudgement.

### Appeals

If you wish to appeal against any disciplinary decision you must do so to me in writing within five working days of receipt of the disciplinary decision. The appeal will be heard by me. The appeal hearing will take place within two weeks of receipt of the appeal and you will be informed of your statutory right to be accompanied at the appeal hearing.

## **Grievance Procedure Policy**

This policy is to help resolve grievances that you have, relating to your employment, as quickly and as fairly as possible. I hope that if you have a grievance you will feel able to approach me informally to discuss it. However, if a grievance cannot be settled informally you should write to me setting out your grievance. I will then, following the ACAS policy where possible, invite you to a meeting as soon as possible. You have the right to be accompanied by a work colleague of your choice, or a representative of the trade union to which you may belong.

You will be allowed to explain your complaint and say how you think it should be settled. After the presentation of the grievance I may put questions to you to clarify any outstanding issues. I will then consider my response and will make my decision to your grievance. I will inform you of my decision in writing within a reasonable time, usually within five days.

If you are unhappy with the decision I will arrange an appeal meeting to take place with me. You also have a right to be accompanied at the appeal meeting. As with the first meeting, I will write to you with a decision on your grievance as soon as possible. The appeal meeting is the final stage of the grievance procedure.