

User Guide

Premier Care – Statement of Employment Particulars

Who is this template good for?

- For permanent employees – there's no end of employment date currently in sight
- Employees who you will need for regular hours – week in, week out
- Employees so important, that you need the certainty they're obliged to work for you and they can't refuse the shifts

Do I *have* to use a contract?

You absolutely do.

Not only that, you must give a contract to your employee no later than day one of employment.

Do I still have to use a contract even if it's my family I'm employing?

Definitely.

Even if it's only for a very small number of hours per week?

Yes indeed.

Why is it called a statement when I need a contract of employment?

They are the same thing. We've titled this document 'statement of particulars' because this is how the law refers to it. However, it does form a legally binding contract between you and your employee so we use the terms interchangeably – you can call it whatever you like.

Does this contract cover everything I need it to?

We like to think so. Premier Care spend a lot of time making sure our documents are up to date and offer prompts on everything the law *needs* you to include to be a good employer. We've also included other elements which we know to be really useful too.

Remember though, some employers will have needs a little different to others. This guide will take you through some changeable clauses to give you some things to think about and make sure the contract is spot on for your needs.

Just give us a call if you get stuck or are unsure about anything! [TELEPHONE NUMBER]

Things to think about

Job Title and Place of Work

1.1 Use whatever job title you use for your employee and their role.

1.4 Job descriptions can be given separately to help outline what their role and duties look like in practice.

1.5 Be sure to take some advice if at any time in the future you plan to make permanent changes to your employee's terms.

1.6 If you need your Employee to work outside of the UK for more than one month it is **essential** that you call us to take further advice as you will need to include more information in this statement.

Probationary period

A probationary period is simply a period of time, at the beginning of employment, where you will keep the employee's suitability for the role under assessment.

You don't have to implement a probationary period if you don't want to, but we recommend that you do. If you chose not to, you can remove 2.1 – 2.4 but in its place **must** insert the following:

'There is no probationary period applicable to your employment under this contract'.

2.1 You can set the probationary period to whatever period you like so long as it is reasonable, we generally consider three months should be more than sufficient to assess a personal assistant's suitability for the role.

2.3 Call us if you're not sure whether extending a probationary period is fair – the long term absence of an employee due to sickness or maternity reasons for example, may not be a fair reason.

Hours of work

3.1 You **must** enter some information to help the employee understand their normal hours and the days of the week that they can be expected to work.

If you can't set a definite pattern of work you **must** at least give a minimum number of hours per week and state which days of the week these could fall on.

If you use a rota say when and how this rota will be provided. If you can be certain about a pattern of work each week the say so and remove reference to a rota.

3.2 If you will be reliant on making variations to your employee's contract, it is important that this clause reflects *how* that change will be *determined* and *managed*. If your system differs to what we've drafted here you should change the clause to set out your policy.

Rates of Pay

You **must** clearly set out the rates of pay, the frequency of the payments and how the payment will be made in the contract, even if they differ slightly to the template.

Benefits

A benefit is something that you are happy to be contractually bound to pay for and provide to the employee that benefits **them**. Examples of benefits might be:

- Use of the Employer's vehicle for personal use outside of working hours
- Meals will be provided during working hours
- Transport costs to and from work will be paid for by the Employer
- The Employer will cover the cost of formal qualifications
- Guaranteed performance bonuses

Think carefully before adding any benefits to the contract. Some benefits are seen as so valuable (like having a car) that the tax man might want to know about it – speak to the person that helps with your payroll if you're offering a valuable benefit.

You don't need to worry about smaller things which are part of your everyday relationship with the employee, such as you providing cups of tea throughout the day, the employee might use your phone to call a loved one, you might buy fancy bedding or furnishings to make sure they're working in a happy and comfortable environment. These are too remote to need to feature as a formal benefit in the employee's contract.

There will be many self-directed care employer's who aren't providing additional benefits and that's just fine. Note that the template gives you the option to either include benefits or not. You **must** state if there are no benefits being offered.

Holiday Entitlement

6.1 You can choose your own annual leave year. You might want to check in with your support team or payroll to see if they have a preferred system. Some run the calendar year January to December and some follow the financial year April to March.

If you do not state when your annual leave year runs then the default is the start date of each employee – it can get tricky keeping up with a number of employees all on different dates, so we recommend you complete this field.

6.2 The statutory minimum paid holiday is 5.6 weeks. If you have an employee on a set pattern of work, you could state the number of days holiday if you wish e.g

*Employee works 2 days per week x 5.6 weeks = 11.2 – round up to **11.5 days** paid leave per year.*

Absence

7. Absence reporting procedures can be set to your own individual needs.

We have found that some employees automatically text message when reporting absence and that can be problematic. It can often lead to misunderstandings, insufficient communication in each message, longer time for a full conversation to take place and increased stress. Many employers like to have a telephone call so the absence can be discussed properly, they are confident and believe what they are being told and they can get a better idea how long the employee is going to be off for. However, that might not suit you – you might *want* a text message or email. You might need the employee to call someone else (such as a supervisor or family member), or you might want to give other special instructions as to how the employee can help get cover for their absence. You are free to change this clause to suit your needs, just make sure that your conditions are reasonable and fair.

Notice period

9. Notice periods are very important. There are two types of notice here; 1. Your notice to the employee if you terminate the contract, and 2. their notice to you if they resign.

Your notice set out reflects the statutory minimum requirement. You can give more in practice if you wish (and if funds will cover it) but lawfully this is as low as you can go.

We often recommend that you ask the employee for at least one month's notice, once they've completed their probation period. Anything less than this may cause you problems in getting a replacement, anything more will cause financial problems because if you dismiss them, and want to keep them away from the workplace, you still have to make a payment in lieu of notice – the bigger the notice, the bigger the payment in lieu.

Have a think about the notice you want to ask for and maybe check in with your funding body to see if they have a preference.

Disciplinary and Grievance

You **must** include some reference to a disciplinary policy, if the full details aren't included you can refer to another policy, which is what we've done here. Speak to your support team or call us if you would like a full Employee Handbook that provides a detailed disciplinary policy – this will also help you to understand what's expected of you when you're unhappy with an employee.

Driving License

You can remove this clause altogether if driving duties are not required of your employee.

Training

This clause assumes that you will not be providing training over and above every day, supervision and support on the job. However, there are some employers, such as those who need nursing support at home, who may want an employee to undergo more formal training.

If you **do** require an employee to undergo training, if you will provide that training, or if you require the employee to undergo training that you are not going to bear the cost of, you **must** set out the details in this statement.