

# SHR CARE

## AGENCY NURSE/SUPPORT WORKER - CONTRACT OF EMPLOYMENT

This document sets out the particulars of the terms and conditions within which SHR Care Limited is employing you.

**EMPLOYER: Supreme Healthcare Recruitment Limited t.a SHR Care**, Malik House, 29 Manor Row, Bradford, BD1 4PS. Our office Manager is Justice Makore. Our email address is info@shrcare.co.uk. Our Telephone 01274 449 009.

**DEFINITIONS:** In these terms and conditions the following terms apply: "SHR Care" means SHR Care Ltd. "Customer" means the person who receives support and/or care from the agency worker together with any subsidiary or associated company as defined by the Companies House Act 1985.

**These terms constitute a contract for services. Acceptance of these terms must take place prior to work being offered to you with SHR Care customers. You must read and fully understand the terms. Please note that if you need any clarification then this should take place prior to signing the contract.**

**1. DUTIES:** You are not obliged to accept any care/support work offered by SHR Care because you are employed on a zero-hour contract (the standard agreement for "piece" or "on call" work). You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and agrees SHR Care shall incur no liability should it fail to offer opportunities for suitable work and that no contract shall exist between SHR Care and yourself during the periods when you may not be working. You will accept directions, supervision and instruction of any responsible person in the customer's organisation or in their own home. You will observe all relevant policies and procedures.

**2. HEALTH AND SAFETY:** You will take all responsible steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions and comply with the customers and/or SHR Care's Health and Safety policy. You will not engage in any conduct detrimental to the interest of the customer and/or SHR Care.

**3. STAFF PROFILING:** Customers will be offered the opportunity to be involved in choosing a compatible agency worker in accordance to their preferences and needs. You may be required to attend an interview to establish this.

**4. REMUNERATION:** Different pay rates apply to different assignments and details of pay rates will be given to you on request and shown on your payslip. **The national minimum wage is the least that you can be paid for any SHR assignment.** Your wages will be paid weekly in arrears on Friday by direct credit transfer to your designated bank account. A payslip detailing how your pay is calculated will be available on the link sent to your email for you to access your wages. Payslips can be sent via email if requested. Over or underpayment, will be rectified immediately or in the next salary payment.

**5. AGENCY WORKER EMPLOYMENT RIGHTS:** After a 12-week qualifying period, an agency worker will be entitled to the same basic conditions of employment as if they had been directly employed by the hirer on day one of the assignment, specifically:

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- Pay – including any fee, bonus, commission, or holiday pay relating to the assignment does not include redundancy pay, contractual sick pay, and maternity, paternity or adoption pay.
- Working time rights – for example, including any annual leave above what is required by law.

**6. TRAINING:** YOU MUST COMPLETE AND PAY FOR ALL MANDATORY TRAINING AND DISCLOSURE BARRING SERVICE (DBS)CHECKS. In exceptional cases SHR Care may loan you the money for all or part of the qualification. If this is the case you will be able to reimburse the company at an agreed rate. You will be expected to reimburse the company all outstanding money. Please note that, should an agreement not be reached as to how this is to be done, the company reserves the right to deduct any outstanding money from your final salary (in accordance with section 13 of the Employment Rights Act).

**7. PLACE OF EMPLOYMENT:** You will be offered to work in either a customer's own home, shared home, residential or nursing setting, supporting a customer in the community and with social activities. All operational policies and procedures within the establishment you are working must be followed.

**8. CLOTHING/GENERAL APPEARANCE:** You will not usually be required to wear uniform: if this required, we will inform you prior to the placement. You will be required to wear your own clothes which we would expect to be practical, safe and presentable. For Health and Safety reasons we strongly advise that staff must wear sensible and safe style footwear. No high heeled shoes, flip flops or open toe sandals to be worn at any time. Staff should at all time wear their ID badges as provided by SHR Care. Loss of your badge must be reported immediately to the manager. All jewelry except for wedding band and stud earrings are considered a hazard and must not be worn on duty. Hairstyles must be worn smartly, and any hair longer than shoulder length should be tied up. Staff grooming standards reflects the values of your employer.

**9. HOURS OF WORK:** This contract is a zero-hour contract; therefore, hours will be offered when available and you can choose when to work each week. All SHR Care agency workers will be required to sign a Working Times Regulation Form (as provided within induction).

**10. STATUTORY SICK PAY (SSP):** Most employees have a right to SSP as long as they earn more than the lower earnings level and are not over state retirement age which is currently 65. SHR Care Ltd does not usually pay sick pay.

**11. STATUTORY MATERNITY PAY (SMP):** You may be eligible to SMP through SHR Care or Statutory Maternity Allowance. If you are pregnant you must inform SHR Care as soon as possible, so we can complete a risk assessment for you to identify the type of assignments you can or can take. A MATB1 form should be obtained from your midwife and given to us to determine whether SMP is payable through us. If you are ineligible, you take your MATB1 form to Job Centre benefits office.

**12. PREGNANCY:** For Health and Safety reasons you must notify us as soon as you discover you are pregnant so a thorough risk assessment can be actioned.

**13. HOLIDAY ENTITLEMENT:** You are entitled to statutory minimum annual leave allowance (@ 12.07%). Employees of SHR Care are entitled to a minimum of 5.6 weeks paid annual leave.

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

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- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.
- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum determined by the manager.

**14. TERMINATION OF A SUPPORT PACKAGE:** The Company may without notice and without liability instruct you to end a Support Package at any time.

**15. ATTENDANCE** Although we aim to secure staff regular attendance, we do not expect our employees to attend when they are unwell or in case of unforeseen circumstances. The office administrator should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment. If you are unable to attend work due to sickness or injury, the office administrator must be notified by telephone at least 4 hours prior to start of shift or as soon as possible thereafter, indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return. Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

**16. NOTICE PERIOD:** Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or the Company are required to give a period of notice in writing as follows:

- one week's notice prior to the first 3 month's employment
- two weeks' notice thereafter.

These periods of notice will apply if you are dismissed on grounds of inefficiency or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings. In all cases we reserve the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with the manager.

**17. PROFESSIONAL CONDUCT & DATA PROTECTION:** All documents and information relating to SHR Care are confidential and agency workers are required to treat them as such at all times. During employment or after you have left SHR Care, you must not:

- solicit or seek to entice away any SHR Care staff
- use or divulge to any person or organization any confidential information relating to SHR Care business.

**18. CONFIDENTIALITY:** you will be expected to read and sign a policy statement on confidentiality (as provided with induction) and this will be kept in your personal file and must be adhered to at all times.

**19. STAFF HANDBOOK:** You will be expected to read and sign your staff handbook provided at your induction.

**20. MILEAGE:** Depending on the job you are doing, and if provided in customer's support plan, you may be reimbursed mileage if you are supporting clients using your own car. Mileage rates

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vary according to the client you are supporting. Please check with the manager if you are entitled to mileage payments.

**21. DISCIPLINARY & DISMISSAL RULES:** are detailed in the disciplinary procedure (copy available upon request).

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Staff Name .....SHR Care Manager .

Dated: \_\_\_\_\_