**EMPLOYMENT CONTRACT**

**1.**  **Employee** Andrew Rutherford

# 2. Date of Commencement 01 October 2021

1. **Job Title** Co-Deputy Manager (Field)
2. **Division** Domiciliary Care
3. **Responsible to** Salli LaBelle Platt / Thomas Hart
4. **Location of work** Sheffield Area

# 1. PARTIES

**Employer:**

Ali Gibson Support Limited – *whose registered office is at:*

294a Handsworth Road, Sheffield, S13 9BX. Company number: 10707029

(hereafter “The Employer”)

**Employee:**

Andrew Rutherford of Flat 8, 87 Norfolk Road, Sheffield, S2 2SZ (hereafter “You”)

# 2. Your Appointment

1. You will be employed by The Employer in accordance with the terms and conditions set out in this contract (the Contract).
2. Your employment with The Employer under the Contract will commence on 01 October 2021 (“the Commencement Date”).
3. Your period of continuous employment with The Employer commenced on 13 August, 2019. This period of continuous employment shall not be lost under this newer Contract dated 01 October 2021. You shall continue to be treated as having commenced employment on 13 August 2021 with The Employer.
4. Your continuing employment under the Contract is conditional upon you being permitted to work in the UK.
5. Your employment under this agreement shall continue as a permanent agreement until it is properly terminated under the terms of this agreement or by operation of law.

# 3. Purpose of job

**A.** To play a lead role in the development of good community care practices and procedures in relation to The Employer and to represent The Employer as the first member of staff to visit clients and undertake complete assessments of task and risk. To transfer this information into a completed care plan and work in conjunction with the office Care Manager and to assist in the smooth running and upkeep of all care delivery practice and procedures. To provide a cover care service and deliver care as instructed by the care manager and deputy care manager when emergencies, short-term requirements and covers are needed.

# 4. Principle Responsibilities Quality and Standards

1. Deliver initial care service to all new clients, to introduce permanent carers and to monitor and review ongoing packages of care, undertake regular spot checks, assessments and review visits as required.
2. Attend case conferences or reviews as required in order to monitor and review care packages.
3. To further establish the quality reputation of The Employer and identify opportunities for increasing service provision, through effective liaison with other agencies as appropriate: - Care Managers - Home Care Organisers - Purchasing Officers - Hospitals - GPs - Friends - Relatives - Other interested parties
4. To participate in staff meetings on a regular basis.
5. Promote the development of staff and provide leadership in the improvement of good care practice.
6. Attend and participate in training as required for service development. Contribute to the service of development of appropriate training programmes for The Employer’s staff.
7. Develop the service, putting Equal Opportunity Policy into practice, ensuring that the service provided is sensitive to need and is culturally appropriate.
8. To introduce The Employer service to all new clients, ensuring they are given and have explained all relevant information, including The Employer ethos and the complaints’ procedure.
9. To carry out risk assessments at all new client’s homes and ensure the working environment is safe for carers and clients, where it is not to liaise with social services to rectify any unsafe areas, items and to inform carers, clients and the office accordingly. **J.** To deputise for the Care Manager in his/her absence.

# 5. Administration

1. Ensure that client/staff files are maintained and updated as required. Ensure the events and outcomes of all client visits, carer consultations, spot checks, complaints etc., are all recorded in all cases immediately following the event/visit.
2. Ensure that clients care plans are updated, completed regularly and accurately by carers and kept in the client’s home. Copies of client paper documents over six (6) weeks old should be returned to the client’s file in the office.
3. Preparation of statistics/reports on service delivery as directed by the care manager or legal & governance head.
4. To take part in consultation and planning meetings with the care manager or office coordinator as required.
5. To answer telephone enquiries and ensure correct message recording, actioning of messages and the maintenance and upkeep of daily records and information including key log, ID log, accident book etc.
6. During your employment: –
   1. there may be occasions when you are required to carry out different or additional duties as a reasonable requirement of The Employer’s business; and
   2. you are required to comply with all policies, procedures and workplace rules provided by The Employer; and
   3. you must carry out your duties with honesty, integrity and should carry out all reasonable tasks assigned to you by The Employer.

The Employer’s and The Employer’s client’s premises are strictly **NO SMOKING** or **VAPING** premises.

# 6. Probationary Period

1. The first six (6) consecutive months of your employment under this new Agreement dated 01 October 2021, are agreed to constitute an extended period of probation during which The Employer shall have the opportunity to assess the suitability of your performance and conduct (the “Probation Period”). On agreement of this contract, the probation period of the last contract is null and void and it will no longer be valid.
2. At any time during the Probation Period, the Company may terminate your employment, on the grounds of unsuitability, providing working notice or payment in lieu thereof, in accordance with conditions outlined in the “Notice Period”.
3. Your probationary period can be extended by a further three (3) months at the discretion of management after the initial six (6) month probation period.

# 7. Notice Period

1. The Contract may be terminated at any time by The Employer giving written notice to you no less than:
   1. one WEEK where you have been continuously employed for more than one MONTH and up to two years;
   2. one WEEK for each full year you have worked where you have been continuously employed between two years and up to twelve years;
   3. four WEEKS where you have been continuously employed for twelve years or more.
2. The Contract may be terminated at any time by you giving written notice to The Employer of no less than one WEEK.

# 8. Salary

1. The Employer will pay you £23,400 per annum (your “Salary”) – which includes working weekdays/weekends/nights and Bank holidays.
2. Your Salary shall be paid in four weekly instalments in arrears to cover the previous pay period.
3. Your Salary shall be paid straight in to your Bank Account or Building Society chosen by you.
4. Your Salary shall be subject to any deductions as required by law. For example; The Employer will deduct National Insurance; Income Tax and Pension contributions where applicable and required by law.
5. The Employer may deduct any overpayment of wages or holiday entitlement.
6. Where, at any time during your employment, you owe any sums to The Employer, The Employer may deduct this amount from your Salary.

# 9. Place of Work and Mobility Clauses

1. There shall be an arrangement for you to work remotely to allocated client addresses in and around Sheffield, as well as based at The Employer’s office and from your home address when authorised by management.
2. Notwithstanding the above, you may be required to perform your duties in such other places (or places as The Employer may reasonably require you to attend from time to time).

**10. Requirements to Work Outside of the UK**

**A.** You will not be required to work outside of the United Kingdom during your employment.

# 11. Change to Your Home Address

1. You must notify us as soon as is reasonably practicable of any change to your home address and/or contact details.

# 12. Hours of Work

1. Your normal hours of work are forty (40) hours per WEEK.
2. The Employer may vary your hours of work or the pattern of your normal hours, where this is considered necessary for the purposes of The Employer’s business.
3. It is your responsibility to ensure that you take your allocated breaks.
4. Where The Employer considers it necessary, you may be asked to work additional hours (Overtime). It is up to you to manage your time effectively for the purposes of fulfilling your employee duties which are part-specified above.
5. For any Overtime agreed beforehand you will be paid an hourly rate to be agreed.
6. Any overtime shall be determined, agreed to, managed and arranged before payment.
7. Hours must be flexible and seven (7) days a week from seven (7am – 11pm) to eleven against Rota hours set.

*Any agreed variation to your working hours shall be determined on performance.*

# 13. Communication and Development During Remote Working

1. During your hours of remote work, you must remain contactable wherever possible in the following manner: - Via the software used (currently ONEPLAN Software – but subject to change), or over the telephone, email, txt or video conferencing where required.
2. During your hours of remote work, you shall report any issues regarding your work, or the arrangement generally in the following manner: - Contact management staff on duty (or in the case of emergency and safeguarding concerns, contact the emergency services by dialling 999).
3. During your hours of remote work the standard of work and the hours you work shall be reviewed based on your performance as a deputy manager for the Domiciliary Care and Support Work Team where required, as well as when proving to be supportive, efficient and productive with the wider management team.
4. Whether you are working remotely or not, you shall be offered the opportunities for training, development and progression by The Employer at regular intervals.

# 14. Holidays

Holiday entitlement **must be taken during the holiday period** and cannot be carried over into the following year. Your holiday entitlement is based on your average week and re-calculated as and when required. Any overpayments will be deducted from payroll.

(We can only expect to have 1 manager off at any one time. **Annual Leave** will be granted on a *first come first served* basis).

If you go on holiday, **please ensure a clear and concise handover is emailed to the Registered Manager and Care Manager and all staff/ client notes and auditing is completed prior to holiday, to ensure continuity of service.**

**All relevant information must be made available**. For example; specific client information for how and where to pay their bills, any regular shopping requirements or appointments made and/or any club or therapy visits, amongst other client commitments and routines.

1. You will be entitled to the following paid holiday per holiday year: 1-week annual leave will be calculated on the previous 12 weeks work you have completed.
2. The holiday year runs for one calendar year from the Commencement Date each year.
3. Holiday pay full-time or pro rata is 20 days + 8 Bank Holidays.
4. Your annual leave entitlement must be taken in the year in which is accrued.
5. Annual leave must be agreed with your line manager at least four (4) weeks in advance. Exceptions may apply only on approval by your line manager.
6. Requests must be emailed on the Annual Leave Request form and will in turn be acknowledged in writing, via email or similar.
7. **Bank Holidays**: Will be expected to work some Bank Holidays with remuneration only for Christmas Day / Boxing Day and New Year’s Day which can also be booked as annual leave entitlement providing alternative cover is found and it does not affect the client and their regular contact. You must have agreed any such arrangements with your line manager four (4) weeks before the Bank holiday date. Details agreed may also be subject to change.
8. You must await a confirmation email of your holiday before any agreements or rearrangements are made with clients.
9. On termination of your employment, you will be paid in lieu for any untaken statutory holiday entitlement in respect of the holiday period in which your employment terminates.
10. Any holiday taken in excess of your accrued entitlement on termination shall be deducted from your final pay.

# 15. Compassionate leave and time off for family emergencies

1. The Employer will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

# 16. Equal opportunities

1. It is The Employer’s policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also The Employer’s policy to conform to all employment standards required by law.

# 17. Sickness

1. If you are absent from work for any reason you must ensure that you notify The Employer of this in the following manner: If you are unable to attend work you should inform The Employer as soon as possible. We do not accept txt/chat messages or emails. **You may txt before 7am followed by a mandatory telephone call to inform you line manager, else whomever is on duty calls that day during office hours of: 7am – 6pm.**
2. You mustspeak to a manager directly informing them if you are unable to attend work and provide a compelling reason as to why, as well as outline when you intend to return to work.
3. You will be required to attend a ‘Return to Work’ interview with your manager within 7 days of returning to work, otherwise work cannot be guaranteed. Records of this are kept on your personnel file for future reference.
4. During any long-term sickness, you are obliged to stay in touch with your manager and a home visit may be arranged if unable to attend an arranged appointment within two weeks of continued sickness.
5. In the event of absence from work due to illness or injury, and subject to your full compliance with The Employer’s sickness procedures, you shall be eligible for statutory sick pay (SSP) on provision of a valid Doctor’s sick note. Guidance on SSP can be found on the Government website: https://www.gov.uk/statutory-sick-pay.
6. The Employer may require you to attend a medical examination in order to manage your employment and to assess the proper administration of any Sick Pay. You agree to undertake such medical examinations as is reasonably required by management.

# 18. Additional Paid Leave

1. During the course of your employment, you may be eligible for periods of paid leave in addition to those described above in the section “Holidays” and “Sickness”.

This could include, but is not limited to:

* + Reasonable agreed paid leave due to the business experiencing unprecedented closures or difficulties.
  + Termination of clients leading to a temporary small service provision requirement.
  + Concerns regarding your health or performance.
  + Any other reason which management consider to be applicable for additional paid leave.

1. Your eligibility for additional paid leave shall be determined upon request and shall be subject to your fulfilment of any required statutory provisions and criteria.

**Note:** Please note it is imperative due to the sensitive nature of supporting our clients, that we work to provide continuous assistance to them through a steady and reliable service. Your support of this is what makes the difference to our clients.

# 19. Health and Safety for remote working

1. You shall permit The Employer to carry out all necessary health and safety risk assessments relevant to your health, safety and wellbeing whilst working remotely.
2. You shall be issued with health and safety policies and guidelines which shall be relevant to remote working arrangements. In signing this agreement, you undertake to comply with such policies and guidelines. (Please request this if it is not issued).

# 20. Disciplinary Procedure

1. The Employer has disciplinary rules and procedures which shall be applicable to you throughout the course of your Employment. Full details of the current procedures can be found in The Employer’s disciplinary procedure, a copy is available to you on the Teams Hub and you agree that you shall read the same. The disciplinary procedure does not form part of the Contract and may be amended and updated periodically. You shall be notified of any amendments and will agree to read and abide by these.
2. The Employer reserves the right to temporarily suspend you from your full duties, or from some of your duties in the event that any proper disciplinary investigation deems this action to be necessary. The terms and conditions of any suspension shall be provided to you in writing in the event that such a situation arises.
3. Should you seek to appeal any final disciplinary decision, you have the right to do so. Any appeal following the process set out in the disciplinary procedure, should be addressed to: Salli LaBelle Platt – Legal & Governance on behalf of The Employer, or email to: Office@aligibsonsupport.co.uk

Minor issues are more likely to be discussed informally with management and will still be logged on your personnel record. In cases of more serious problems, and depending on the seriousness of the breach of terms and conditions of contract or conduct and performance of your duties, one of the following disciplinary actions may be taken (terms below are subject to change, as set out above):

***A verbal warning***; which will be put in writing and recorded in your personnel file for a period of 6 months.

***A first written warning***; which will be confirmed to you in writing and recorded in your personnel file for 12 months.

***A final written warning***; which will be confirmed to you in writing advising that further misconduct could lead to dismissal and recorded in your personnel file for a period of 12 months.

***Dismissal***; In the case of gross misconduct, there will be no period of notice given. (If you are in your probationary period or first year of employment, only one warning is required before dismissal).

1. Before any of these actions is taken you will receive a letter setting out the details of the alleged misconduct and inviting you to a meeting to discuss the matter. You will have the right to be accompanied to the meeting by a work colleague or a trade union representative. After the meeting you will be informed if any further action will be taken. You have the right to appeal but must do so within seven (7) working days of receipt of the notification of the decision.

# 21. Grievance Procedure

1. In the event that you wish to raise a grievance, you should set this out in writing addressed to Salli LaBelle Platt **–** Legal & Governance, The Employer or email: Office@aligibsonsupport.co.uk in accordance with The Employer’s grievance procedure, which does not form part of the Contract. A copy of this is available on the Teams Hub for your reference and you agree to read the same.
2. Where you seek to appeal any final grievance decision, you have the right to do so. Any appeal should be made following the process set out in grievance procedure and should be made out to Salli LaBelle Platt – Legal & Governance, The Employer or email: Office@aligibsonsupport.co.uk

# 22. General Conduct

**A.** You agree to abide by the following rules:

* Not to harass or discriminate against any employee, client, stakeholder, affiliate, supplier or other due to their gender, race, disability, age, religious beliefs, sexual orientation, or employment status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training; and
* to keep all information to which you have access, confidential and not to disclose it to anyone except your manager or other authorised persons as may be necessary in the course of any work that you undertake for us;
* not to use the information for any purpose without obtaining prior written consent from management; and
* if we request it, you shall return any documents or items connected with your time with us, and you shall not retain any unauthorised copies, uniform or equipment.

# 23. Lateness

1. If you are going to be late to your client, you must report this to your line manager immediately.
2. Absence and Lateness may lead to disciplinary procedures if the running of the business suffers damage or loss.
3. All absence is logged and ***return to work*** forms and supervisions completed. Use of Bradford Factor formula employed for calculating regularity and percentage of sickness days.

# 24. Pensions

1. The Employer is required in this instance to auto-enroll you in its workplace pension scheme under the Pensions Act 2008. You may however elect not to join the scheme. The details of this policy shall be provided to you separately in the form of a digital file for your reference and approval. You will have to call the pension company directly to opt out, The Employer cannot do this on your behalf.

**25. Use of your own vehicle, company loan vehicle or borrowed/hired vehicle**

# A. Driving Responsibilities and Insurance

Your vehicle must be fully covered with Business insurance. You must check with their own insurance providers to ensure that your policy covers the carriage of passengers, but it is generally the case that standard business use will cover the carriage of passengers in connection with the policyholder, as long as there is no aspect of hire and reward requiring separate payment for the journey.

1. You must prove to The Employer on request that you have an up-to-date MOT.
2. You will sign a disclosure for The Employer to be able to undertake spot checks on your existing up-to-date insurance on your vehicle used for this job role.
3. The disclosure spot checks may also include use of mileage declared for verification purposes.
4. Fuel charges to the client is acceptable via the business only.
5. Injury to passengers would be covered under the car insurance. Injury to staff whilst driving on your business is covered by our Employer's Liability cover. This is subject to proven liability or negligence on yours or any other parties’ part, if involved in a claim.
6. Staff travelling in client cars are covered under the client insurance policy.
7. Your vehicle used for this job role must be clean and tidy at all times. Presentation is important when driving with The Employer’s clients.

You must produce **ANNUAL** proof of **MOT** and **Insurance.**

It is your responsibility to keep up with the maintenance of your car AT ALL TIMES

It may be considered as the unlawful act of gross misconduct if vehicles are not road worthy and our clients/employees are put at risk of harm due to poor maintenance or condition of a car while at work.

1. Employee vehicles are expected to be kept in a clean and tidy state creating a clean and safe environment for our clients.
2. The Employer cannot be held responsible for inclement weather, which puts you at risk from using your vehicles or where clients cannot be contacted, or they are unable to go out due to bad weather.
3. Any parking or road traffic contraventions resulting from your choice of where to park or how to drive are not the responsibility of The Employer. You will be responsible for paying any fines related to parking or road traffic offences around or in your working hours, not The Employer.

# 26. Expenses

1. Any necessary expenses due for payment must be reasonable and agreed beforehand with your line manager with ample notice time given. The authorisation of such expenses shall be determined in line with our procedures set out in the applicable company policies.

# 27. Mileage

1. There is no mileage allowance awarded from home to work. But any client mileage /visits within work is counted at 45p per mile with client in the car.
2. Note: Mileage is worked out via OnePlan software. Any discrepancies will be checked using this system and regular spot checks and phone location tests can be undertaken on employee mileage sheets and amended if incorrect.
3. All mileage must be documented for TAX & VAT purposes.

# 28. Training

1. All mandatory training will be unpaid and required to be done in your own time. You will be presented with opportunities throughout your employment for achieving qualifications and attending training courses to better your knowledge, skills and where suitable progress within the company ranks.

# 29. Confidential Information

**A.** During your employment, you will be provided with or exposed to confidential information. **B.** Confidential information for the purposes of the Contract is defined as:

1. Information which is provided to you directly or indirectly through your employment, giving rise to your duty of confidence as an employee; and
2. Information which is not publicly available; and
3. information which would, if used in any manner which has not been authorised by The Employer, be detrimental to The Employer’s business operations; and
4. any information concerning the finances, assets, liabilities, dealings, transactions products, services, marketing activities, sales and market share, business processes and/or affairs, trade secrets, concepts, ideas, processes, specifications, designs, procedures, methodologies, financial information and plans or the Intellectual Property of The Employer, or of any of their respective associates; and
5. such other information that is written, verbal or visual including emails, marked or identified as confidential; and
6. when you are informed that particular confidential information as defined above may not be disclosed to anyone within the organisation other than certain other named employees, you shall ensure that you abide by such a requirement; and
7. in particular, you shall take all security precautions required by the organisation or any third party that has contracted with the organisation and may have imposed contractual restrictions on the organisation and the employees within the organisation to whom the information may be disclosed.
8. You should make no assumptions about the sharing of confidential information with other employees, stakeholders, suppliers, friends, family, business associates or clients. If in doubt, you should consult your line manager.

**C.** You must at all times during your employment maintain the proper security of Confidential Information.

# 30. Data Protection

1. It will be necessary for The Employer to collect and process personal information and/or data in relation to you during the course of your employment.
2. Any personal information and/or data in relation to you will only be collected and processed and/or transferred in accordance with The Employer’s privacy statement (the Privacy Statement) which can be found in the ‘Teams Hub Document’ files.
3. You must also ensure you comply with the data protection procedures and rules applicable to yourself as set out in The Employer’s policies (also located on the Teams Hub).

1. **Soliciting Customers/Employees After Termination of Agreement**.

Following the termination of your employment and your relationship with the Company, you shall not, directly or indirectly, disclose or share to any person, firm or corporation any confidential information relating to our client or employee base. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer or employee of the Company on whom You have called or with whom You became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company for a period of one year.

1. **Termination of employment:**

1. The employee contract must be signed legally within eight (8) weeks of entering into a verbal contract with The Employer. Failure to sign the contract will lead to termination of employment.
2. If any information is not given or falsified during the interview stages that could create a risk to self or client or the job role cannot be fulfilled, termination of employment will be immediate whether in probationary period or post probationary period.
3. The Employer reserves the right to dismiss you without notice in cases of a serious breach of the terms of your employment, gross misconduct or gross negligence by you.
4. During the probationary period both parties require one week notice. The Employer reserves the right to pay your basic salary in lieu of notice instead of requesting that you work your notice period. In these circumstances you may not be employed by any other person or company whilst receiving pay in lieu of notice.

# 33. Agreement

**A.** Your signature on this contract shows your consent to the holding and use of such data by The Employer and the monitoring and (where permitted by the Regulations) recording of such uses of The Employer telecommunication systems and devices.

You have the right to amend terms in this contract from two weeks after the starting date of this agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021, subject to The Employer’s acceptance of any changes proposed. It is recommended that you seek legal advice before agreeing to this contract.

***Agreed by the parties:***

|  |  |
| --- | --- |
| Name of Employee: **Andrew Rutherford**    Signed by Employee:    Date: | Name of Manager: **Salli LaBelle Platt**    Signed by Manager *(for an on behalf of The Employer)*:  Date: |