

Codladh Sámh Teoranta

Contract of Employment

Name

Address

Eircode

Dear

RE: POSITION OF HEALTH CARE ASSISTANT

We are pleased to confirm the offer of the position of Healthcare Assistant with Codladh Sámh Teoranta (the Employer). This is a specified purpose contract the details of which are set out in appendices.

1. COMMENCEMENT DATE AND PROBATION

You will commence in the position on the date set out in appendix one and will be subject to a probationary period of six months. The Probationary Period may be extended at the Employer's discretion but will not exceed 11 months. Termination during the probationary period shall be at the Employer's discretion and in the event of termination you are entitled to one weeks notice unless you are subject to summary dismissal. The Employer reserves the right to give payment in lieu of this notice period. During the probationary period the Employer will assess staff and their progress will be monitored. At assessment both parties will have an opportunity to raise any issue(s) which may be causing them concern.

During the Probationary Period, the Employer reserves the right to reduce the number of warnings set out in the Disciplinary Procedure or to dispense with warnings and instead at its discretion give the employee notice or pay in lieu of notice. This will also apply during any extension of the Probationary Period. The Employer's Disciplinary Procedure will not apply during the Probationary Period or any extension. In all cases, the Employer reserves the right to terminate this agreement without notice should the circumstances warrant it.

The duration of the position will be based on the specified purpose(s) of the role (see appendix one). You will report directly to Catherine Fennell, (the Manager).

2. GARDA CLEARANCE

In line with Health Service Executive (HSE) regulations, the Employer is required to process a Garda Clearance Certificate for all staff. You are not entitled to commence employment until the Employer receives a satisfactory Garda Clearance Certificate.

Foreign national staff must supply a similar certificate from their respective country's police force.

3. WORK PERMITS / WORKING VISA / ENTITLEMENT TO WORK

Your employment is conditional upon you continually maintaining a valid working visa / work permit for the Republic of Ireland. In the event that this situation changes then you shall immediately notify the Manager. Your employment shall automatically terminate (without compensation) in the event that you no longer have a valid working visa / work permit for the Republic of Ireland.

In addition, you must immediately notify the Employer of any criminal or motoring offences you have committed or any other issues that may be reasonably interpreted to impact your ability to perform your duties under this agreement. Failure to do so may be treated as a disciplinary matter.

4. DRIVERS LICENCE AND MOTOR INSURANCE

Where you are required to use your personal vehicle in course of your employment, your employment with the company is conditional upon you continually maintaining a valid driving licence together with an appropriate motor insurance policy covering such use that also specifies the Employer as an indemnified party under the motor insurance policy. The Employer will reimburse the costs of the additional pre-approved insurance cover.

You are required to produce a copy of your motor insurance on an annual basis, where you change your motor insurance provider, where you amend the terms of your motor insurance policy or such lesser time period as specified by the Employer

In the event that your motor insurance policy lapses or terminates or otherwise ceases to cover the use of your vehicle in the course of your employment with the Employer as outlined above, you shall immediately cease using your private vehicle in the course of your employment and notify the Manager.

5. PLACE OF WORK

Your place of work will be the location(s) set out in appendix one and may include the client's premises in addition to any other location where your presence is required for the purposes of carrying out your duties as a Healthcare Assistant on behalf of the Employer.

It is important to note that some clients will have a pet living in their home. If you suffer from any allergies which may be exacerbated by the presence of a pet, you must notify the Manager upon hiring in order that assignments in such premises can be avoided.

6. DUTIES

Your duties include those set out in appendix one, together with those specified within the specific Care Plan of a relevant client, held at the relevant client's premises. The Employer will provide a detailed description of individual client requirements as well as particular client likes and dislikes in respect of your client(s) at the commencement of each client contract which will form part of your duties. This description may be updated from time to time as necessary. All employees are required to strictly adhere to these documents and descriptions.

7. SPECIAL REQUIREMENTS

- a. The Employer uses a software provider, NurseBuddy, as a Care Plan Management System. You must sign-in on arrival and sign-out when leaving the client's premises after your shift.
- b. You should leave the client premises immediately when your shift ends unless your duties require that you stay until relieved by the next Health Care Assistant starting their shift.
- c. In the event that a client is unwell or you have any concerns about their well-being, you must contact the management of the Employer immediately. Management will communicate with the client's family and/or GP. You should not contact a client's family member or GP directly, unless management is unavailable. If you believe there is an emergency need, you should ring the emergency services and follow their instructions.
- d. The client activity log book must be completed by you, legibly, throughout the course of each working day. Every event that occurs during the day must be logged e.g. concerns about the client, visitors to client premises, client food intake, client bathroom visits, unusual events or occurrences, and any other incidents or events that occur.
- e. When required to stay overnight at client premises, you are required to provide your own sheets and pillow cases and are responsible for laundering same off the premises. The client will provide a bed, pillow(s), blankets and/or duvet.
- f. You are required to supply your own toiletries and towels and launder off the premises.
- g. There will be a designated storage area and fridge space for your food items on the client's premises. You are required to provide your own breakfast, lunch and dinner and to use the designated storage area/fridge space for these items. The client will provide tea/coffee as well as cooking facilities.
- h. Only food for your daily consumption is to be brought onto a client's premises. No other foodstuffs are permitted.

8. FLEXIBILITY

The Employer provides a high standard of care to its clients. In order to maintain this standard of care, it is essential that all employees are flexible and cooperative in their approach to their work. From time to time, you may be required to work hours outside your normal roster or to perform duties outside your normal duties within reason and the Employer expects you to be flexible and cooperative in this regard.

9. PERFORMANCE APPRAISAL

You will be subject to performance appraisal procedures as determined by the Employer in line with best practice in this industry.

10. REMUNERATION

- a. Your rate of pay is set out in appendix two.
- b. You may request a statement of:

- i. the rate or method of calculation of your remuneration and the pay reference period for the purposes of the National Minimum Wage Act, 2000,
 - ii. and your average hourly rate of pay for any pay reference period as provided under section 23 of the National Minimum Wage Act, 2000
- c. You will be paid fortnightly on the Thursday following the end of the pay period. Payment will be made by electronic transfer direct to a bank account which you are required to maintain for the full duration of your employment with the Employer.
- d. If you discover an error in your pay, either an overpayment or an underpayment, you are required to notify the Manager promptly. Deductions for overpayments will be made from subsequent salary payments once discovered and you hereby authorise the Employer to make any such deduction. Equally, any payments due to you relating to any underpayments will be made with your normal payments once discovered.
- e. The Employer reserves the right to reduce rates of pay in consultation with you, should the needs of the business dictate.
- f. Out-of-pocket expenses incurred solely due to small household purchases on behalf of and at the request of the client (bread, milk, newspapers, etc.) will be reimbursed only upon submission of a receipt for the items purchased. Reimbursement will be in the form of electronic transfer at the end of the calendar month.

11. HOURS OF WORK

Your working hours will be in accordance with the rota advised weekly by the Manager. You will be provided with as much notification as possible regarding hours of work. However, there may be occasions when, through no fault of the Employer, notice may be short and the Employer will expect you to be flexible in this regard.

You must not leave clients' premises for breaks unless this has been authorised in advance by the Manager. You are entitled to 15 min after 4.5 hours or 30 min after 6 hours. You will not be paid during break times.

Failure to comply with this requirement may result in disciplinary action being taken, up to and including dismissal.

The hours of work may only be changed by the Employer. Under no circumstances are you to change your working hours with another Health Care Assistant unless it is approved by the Employer in writing beforehand.

12. OVERTIME

Overtime may only be sanctioned with the prior approval of the Manager. You will not be paid for unapproved overtime.

Standard full-time hours are 40 per week. You will be paid at your basic rate for all weekly hours up to 40 hours. Overtime premium payments, which are calculated at time and a third, will only be paid for hours worked in excess of 40 on a weekly basis. The working week of the Employer is Monday at 12am to Sunday at 11.59pm.

13. DOUBLE EMPLOYMENT

You are not permitted to work more than 48 hours per week under the Organisation of Working Time Act. As such you are required to notify the Manager immediately if you intend to take up additional employment outside your work with the Employer.

You must devote the whole of your time, attention and abilities during your working hours to your duties for the Employer. You may not, under any circumstances, whether directly or indirectly undertake any other duties of whatever kind, during your hours of work.

You may not, without the prior written consent of the Manager, engage, whether directly or indirectly, in any business or employment outside your hours of work for the Employer, which is similar to or in any way connected with or competitive with the business of the Employer.

14. TIME KEEPING

The Employer operates a log in system through its provider NurseBuddy. You must sign-in on NurseBuddy on arrival and sign-out on NurseBuddy when leaving the client's premises. All employees must sign in via the NurseBuddy app. In the event of the NurseBuddy app not responding, you must text the office mobile number on arrival and leaving the client's premises. You will not be paid for unauthorised hours or for time which you did not work, for example, if you are late for work and or if you finish early. Poor time keeping may be treated as a disciplinary issue.

15. ANNUAL LEAVE

The annual leave year runs from 1st January to 31st December. Annual leave is calculated in accordance with the Organisation of Working Time Act. The maximum number of days allowable is 20 days per annum. This will be calculated pro rata at a rate of 8% of time already worked. Holidays may be taken on dates approved by the Employer, and in accordance with the Organisation of Working Time Act.

No more than 2 working weeks of annual leave can be taken together at any one time, unless discussed and approved by the Manager.

In the event that paid holidays already taken exceed the paid holiday entitlement on the date of termination, the Employer will deduct the excess holiday pay from any monies due to you. Annual leave must be taken before 28th February in the year after it has accrued, unless other arrangements are reached by mutual agreement with the Manager.

Payment in lieu of annual leave will not be made in any circumstances. The sole exception to this is regarding annual leave not taken at termination of employment.

In accordance with the Organisation of Working Time Act, the Employer reserves the right to determine when annual leave may be taken.

16. ILLNESS ABSENCE

In the event of absence from work you are required to inform the Manager at least 12 hours in advance of the first day of the absence or where this is not possible by giving as much notice as possible before you are due to begin work. A certificate from a qualified medical practitioner must be submitted for all illness absences no later than the third day of absence.

There is no entitlement to sick pay whilst absent and you should consider obtaining appropriate insurance and / or availing of any State benefits to protect against loss of earnings due to illness.

17. SHORT TIME AND LAY OFF

It should be recognised that there may be circumstances outside the Employer's control which necessitate short time working or lay off. In order to delay and if possible, avoid such circumstances, employees must be prepared to accept reasonable alternative work if their specified work is not available.

Should the need arise to put staff on short time or lay off, the Employer will give as much notice as is reasonable in the circumstances. Employees will only be paid for actual hours worked during such periods. You will not be paid during the lay-off period.

18. MEDICAL EXAMINATIONS

The Employer reserves the right to have you medically examined, including psychiatric and psychological examinations at any time by a medical practitioner nominated by the Employer or approved by the Employer in order to determine your fitness to work on general or specific duties, or to comply with public health requirements in operation at the time. You hereby authorise such medical adviser to disclose directly to the Employer the results of the examination or assessment and discuss with it any matters arising from the examination or assessment as might impair you in properly discharging your duties.

All new employees are required to undergo, and satisfactorily complete, a pre-employment medical examination to determine their ability / capacity to carry out the duties of the position for which they are being employed. New employees will not be permitted to commence work in the absence of such a certificate of fitness.

19. TRAINING

It is a condition of your employment that you participate in any training courses as determined by the Employer including any training courses dictated by health and safety requirements and industry best practice. Training may be on or off site or through eLearning. Failure to attend required training courses may result in disciplinary action being taken, up to and including dismissal.

20. UNIFORMS

Employees are required to wear the correct uniform/clothing to work at all times and maintain that uniform/clothing in a clean and tidy condition. Please refer to the Employer Dress Code (see appendix three) for an outline of the uniform and requirements for the wearing of the uniform. The uniform and the manner in which it is worn is representative of our professional image. It is imperative that during your work, you comply with the standards set out in the Dress Code at all times, day and night. Two uniforms are required; the Employer will supply both tunics free of

charge.

21. HEALTH AND SAFETY

Due to the nature of our business, you will be required to wear protective clothing (e.g. gloves, aprons, etc.) or use safety devices (hoists, etc). It is a condition of your employment that you wear or use any safety clothing or devices required by The Employer. In addition, you are obliged to comply with all safety, health and welfare regulations and sanitation rules in operation within the Employer and in accordance with best practice.

Under no circumstances are gloves to be carried in uniform pockets as this can result in cross contamination / infection. A box of gloves in various sizes and disposable aprons will be provided at the client's premises.

Protective clothing is to be disposed of carefully in the correct bin provided by the client. Rubbish and recycling are to be disposed of in the correct bins provided by the client. Medical waste is to be placed in the appropriate container provided by the client.

22. CONFIDENTIALITY

“**Confidential Information**” means all information, regardless of the manner in which it is recorded or transmitted, including all information relating to or comprised in, client and supplier information, technical, business, financial, customer, client, service development plans, research, forecasts, strategies, names and expertise of employees and consultants, know-how, client details which relate to or are connected with the business or affairs of the Employer or of any other person or of any client of the Employer, other than any such information that:

- a. when received by you was generally available to the public; or
- b. after receipt by you has become generally available to the public through no act or omission by you.

A policy of strict confidentiality applies to all matters pertaining to the Employer, its clients, their family members, colleagues, and all with whom we do business. Employees shall not, at any time during or subsequent to their employment, disclose or appropriate for their own use, any Confidential Information of which they become aware.

Employees should not bring any negative news to a client's home or take any stories from a client's home.

Under no circumstances are photographs to be taken of a client or their belongings or surroundings unless requested by the client and/or a family member with the client's permission.

23. DATA PROTECTION AND GENERAL DATA PROTECTION REGULATION

- a. In the course of your employment and for a defined period thereafter, we will process your personal data and special categories of personal data relating to you in accordance with our Privacy Policy and Privacy Notice as may be updated from time to time. You can obtain a copy of the current Privacy Notice at any time in the employee handbook.

- b. You are required to comply with our Data Protection Policy relating to the data processed by the company.

24. REMOVAL OF ITEMS FROM CLIENT PREMISES

You must return to the Employer upon request and, in any event, upon the termination of your employment, your tunics, all documents and articles belonging to the Employer or which contain or refer to any confidential information and which are in your possession or under your control.

You are not permitted to remove any item from a client's premises, with the exception of their own personal belongings, under any circumstances. This includes documents, foodstuffs, plants, clothing, ornaments, furniture, cutlery, delph, or any other item that is the property of the client or his/her family members. Failure to comply with this clause may be considered gross misconduct and may result in termination of employment.

25. TERMINATION FOR DEFAULT

Notwithstanding anything in this agreement, the Employer shall be entitled to terminate this agreement with immediate effect (or with effect from such later date as the Employer may, in its absolute discretion, specify) if any of the following occurs:

- a. removal of any item from a client's premises, with the exception of their own personal belongings, under any circumstances as detailed in clause 24 above;
- b. you commit any act of serious misconduct or you repeat or continue (after written warning) any other breach of your obligations under this agreement;
- c. you are guilty of any conduct which, in the reasonable opinion of the Employer, or any person directed to deal with disciplinary matters pursuant to the Employer's disciplinary procedure, brings you or the Employer into disrepute;
- d. you are convicted of any criminal offence (excluding a minor offence under the road traffic legislation) or you commit any act of dishonesty;
- e. you furnish any false inaccurate or misleading information to the Employer, or any of their respective servants or agents, including any information provided in any self-certification form;
- f. you commit any act of misconduct or any act of incapability having previously been warned in writing that any repeat of such misconduct or incapability will lead to the termination of your employment;
- g. you commit any act or omission which gave rise to a breach of client confidentiality or breach of confidentiality of any information concerning the Employer;
- h. you are incompetent resulting in poor work performance;
- i. you cause damage to the fabric, furniture or decorative finish of the Employer's or client's premises; or
- j. some other substantial reason.

The above list is intended as a guide and is not exhaustive

26. NON-SOLICITATION

During the lifetime of this agreement and for a period of 12 months from the termination of this contract of employment (for any reason whatsoever), you shall not on your behalf, or on behalf of any person, or company, directly or indirectly, without the prior written consent of the Employer:

- a. solicit or endeavour to solicit or entice away from the Employer or employ any person who has at any time in the 12 month period preceding the date of termination of employment been engaged or employed by the Employer; or
- b. solicit/canvass or endeavour to solicit/canvass or entice away from the Employer any client who has at any time in the 12 month period preceding the date of termination of employment been a client of the Employer.

27. INTELLECTUAL PROPERTY

The copyright and all other intellectual property rights for any concept(s) developed by you in connection with your employment shall be the property of the Employer.

28. ACCEPTANCE OF GIFTS

It is the policy of the Employer that employees must **NOT** accept cash gifts or tips from clients or client's family members. Small gifts (maximum value €50) may be accepted on special occasions i.e. wedding, birthdays or Christmas. However, employees must advise the Manager of any gifts received from clients or client's family members.

29. ATTENDING AT CLIENT PREMISES

Employees are **NOT** permitted to attend or visit client's premises at any time except when they are scheduled for work, during designated working hours, or unless specifically requested to do so by the Manager.

In order to minimise the risk of conflicts of interest and promote fairness, Employees of the Company shall not have a romantic or dating relationship with any Client, family member of a Client or other employee of the Company. Any such relationship which existed before the start of this employment should be discussed with Management as soon as practicable.

30. SEARCH

The Employer reserves the right to have an authorised person such as a member of management search your person, property, locker or vehicle while on or while departing from a client's premises. Searches will only be conducted where there is a reasonable suspicion of theft.

31. NOTICE

Other than in circumstances where your employment is terminated by reason of misconduct, the period of notice to which you are entitled is governed by the Minimum Notice and Terms of Employment Act, 1973 - 2005. Should you resign you are required to give notice of not less than 2 weeks.

32. GRIEVANCES

If at any time you have a grievance regarding your terms and conditions of employment, please follow the grievance procedures in operation within the Employer, a copy of which is available from the Manager.

33. DISCIPLINE

All disciplinary matters are dealt with in accordance with the disciplinary procedures in operation within the Employer. A copy of the Disciplinary Procedures is available from the Manager.

34. PENSION

The Employer does not operate a Pension Scheme. However, the employer is happy to facilitate contributions to a PRSA on the instruction of individual employees. See appendix four PRSA certificate.

35. RETIREMENT

The normal retirement age is 65 years of age. However, this may be extended on a year-to-year basis up to a maximum of age 70, with the agreement of management. These age limits refer to the ability of employees to carry out their work safely. The Employer reserves the right, in consultation with its medical advisers, to determine whether or not it is appropriate or advisable for any employee to continue in their employment after the age of 65 years.

36. SEVERANCE

You hereby acknowledge and agree that each clause of this agreement and every part thereof are entirely separate and independent and that they are severable and enforceable accordingly, and that the duration of extended application of each clause and every part thereof is no greater than is reasonable and necessary for the protection of the legitimate interest of the Employer. Should any part thereof be judged by any court of competent jurisdiction to be void or unenforceable but would be valid if part of the wording is deleted or a period reduced, the said clause or part thereof shall still apply within the jurisdiction of that court with such modifications as may be necessary to make it valid and enforceable and shall be deemed to have been amended accordingly.

37. CHANGES IN THE TERMS OF THIS CONTRACT

The Employer reserves the right to make reasonable changes to any of the terms and conditions of employment. The Employer shall notify you of any of the changes by way of notice not less than one month in advance of the date of any such change, and the notice shall state the date upon which such change will take effect.

38. SMOKING AND CHEWING GUM

Smoking, including the use of e-cigarettes is not permitted on a client's premises. Chewing gum is not permitted on a client's premises. In the event of you being a smoker, you are required to freshen your mouth prior to dealing with client(s). Cigarette butts are to be extinguished and carefully placed in an outside rubbish bin.

39. USE OF MOBILE PHONE

On arrival at the client's premises, your mobile phone is to be turned to silent. The use of a mobile phone is only permitted to contact the management of the Employer and emergency services in the case of an emergency. A client's phone may only be used for contacting the management of the Employer or emergency services in the case of an emergency.

40. PROHIBITION ON DIRECT EMPLOYMENT

The employee shall not take any direct pay or work from any client or family member of a client of the Employer. The employee shall not recommend a family member, friend or colleague to carry out work for a client or family member of a client. If the employee makes such arrangements the Employer may terminate its agreement with the employee immediately and may refuse to employ the employee in the future. The client or the family member of the client will be dealt with under the terms of their contract with the Employer.

41. OFFICE PROCEDURES

You shall familiarise yourself with the various office policies and procedures contained in the employee handbook and shall return the form of acknowledgement set out at Schedule 1 within one week of commencement. The Employer reserves the right to review or make amendments to any of its policies or procedures at any time or to add new policies and procedures, which may be circulated from time to time.

I accept and agree to be bound by the above terms and conditions.

Signed: _____
Employee

Date: _____

Signed: _____
Catherine Fennell
(On Behalf of The Employer)

Date: _____

SCHEDULE 1
EMPLOYEE HANDBOOK – ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of the Employee Handbook.

I understand that the Employee Handbook is confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Codladh Sámh Teoranta.

I confirm that I have read and understand the contents of the policies contained in the Employee Handbook and will act in accordance with them. I also understand that a copy of this receipt will be retained on my personnel file.

I understand that the Employer reserves the right to review or make amendments to the policies and to any or all of its policies and procedures contained in the Employee Handbook at any time.

I understand that if I have questions or concerns at any time concerning the enclosed Employee Handbook that I will contact Catherine Fennell, (the Manager) for clarification.

Employee Signature

Date

Employee Name (in block print)