



Contract of Employment

GENERAL CONDITIONS OF EMPLOYMENT

We confirm below the General Conditions of Employment, which will cover you whilst employed by TLC Nursing Services.

1. You will be employed as an Emergency Nurse / Healthcare Assistant / Homecare Assistant.
2. Your work schedule is as and when you wish to work, and we can successfully place you in employment with one of our Clients.
3. The term of your contract commences on your first working shift at our Clients location.
4. You are to carry out whatever duties are assigned to you by our Client as agreed with T.L.C. Nursing Services in a competent professional manner.
5. You will be paid every week (in arrears) provided you submit the duly signed and authorised timesheets to the TLC Nursing Services office by 1pm every Monday.
6. **Holidays:** You will be paid 8% Holiday pay for every duty successfully completed by you on behalf of our Clients. This payment is made in lieu of annual leave days.
7. **Absence:** You are expected to attend work punctually, and your attendance, punctuality and hours of work are noted on your Attendance Record on your personal file.
 - a) In the event of absence from work, for whatever reason, you are required to contact TLC Nursing Services as soon as possible, but no later than one hour before the commencement of the starting time of your contracted shift. If this notification is not received, or the reason for absence is unacceptable, the absence will be classified as "Unauthorised". If you fail to turn up a second time for a contracted shift at one of our Clients premises within a period of three months you will be considered to have damaged the business reputation and credibility of TLC Nursing Services and resigned from your contract of employment.
 - b) A certificate from a qualified Medical Practitioner must be submitted on the third day of a continuous absence and on a weekly basis thereafter. The signed Medical Certificate must state the nature of the illness and the anticipated date of return to work. Whilst a Medical Certificate is not required for absences due to illness or injury of one or two day's duration, an unacceptable number of "Uncertified" absences of a three month period will warrant review of your Attendance Record and disciplinary absence or your fitness for work.



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8. **Health & Safety:** You are required to adhere to all Safety Rules and Regulations as laid down in the Safety, Health & Welfare Act 1989 and all subsequent addendums to this act and all safety rules and regulations of our clients and their premises.
9. **Rates of Pay.** As per the D.o.H.C. or other organisations relating to Healthcare workers rates of pay. Which from time to time will be amended? All monies are exclusive of meal breaks where appropriate.
10. Under no circumstances are you permitted to drink or have in your possession any alcohol or stimulants, drugs or narcotics (except as prescribed in writing by a qualified physician and as notified to TLC Nursing Services). Other than those duties assigned by the Client, which necessitates you giving authorized drugs to patients.
11. **Disciplinary Procedure**

Infringement of any term of this Contract can lead to disciplinary action being taken by TLC Nursing Services. Should it be necessary to take disciplinary action against an employee. In normal circumstances the following stages will be applied:

- a) **Stage One: Verbal Warning.** An investigation into the situation, and if proven a verbal warning will be given with advice that the situation must improve.
- b) **Stage Two: 1st. Written Warning.** If there is a further complaint or your performance does not improve within one month from the date of the verbal warning or if a breach of TLC Nursing Services rules, a written warning will be given and the employee will be warned that their conduct must improve.
- c) **Stage Three: 2nd. Final Written Warning:** If another breach of rules takes place or if there is a further complaint or your performance does not improve within one month of the first written warning, a second written warning will be issued. Should the matter warrant an investigation the employee will be suspended without pay – pending the outcome of the investigation.
- d) **Stage Four: Dismissal:** If the problem is not corrected within one month of the issue of the final written warning or if another breach of rules takes place the employees association with TLC Nursing Services will be severed.
- e) **Summary Dismissal:** You will be instantly dismissed if you are found to be intoxicated whilst on duty through alcohol, illegal drugs or some other stimulant, physical violence or are found to have broken the law of the land, or to have not turned up twice for duties to which you have been contracted without having first contacted TLC Nursing Services.



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12. This contract may be terminated by:
 - a) TLC Nursing Services giving you a minimum of fourteen days notice in writing or summarily on breach by you of any term of this Agreement.
 - b) You, on giving to TLC Nursing Services notice in writing of not less than fourteen consecutive days. Such notice to expire on your last contracted shift
13. You will at all times work diligently and use your best endeavours to the interests of TLC Nursing Services and our Client and conduct yourself in a thoroughly professional manner and shall not through any act of belligerence, misconduct, indulgence in alcohol, stimulants, drugs or narcotics, dereliction of duty, refusal to obey any lawful order, irresponsibility, incompetence or the breaking of any local laws bring in the opinion of TLC Nursing Services opprobrium on yourself, TLC Nursing Services or it's Client.
14. TLC Nursing Services will not be held responsible or legally liable should an accident occur or arise during the course of or as a result of your professional duties. You shall take personal responsibility in ensuring that your professional indemnity insurance is up-to-date at all times.
15. Upon termination of this agreement you will immediately return the TLC Nursing Services Identity Card.
16. It is a condition of your employment that you inform us if you have a primary employer and furnish us with the details concerning the weekly hours of dedicated work that you give them.
17. You shall, if offered employment be subject to a three (3) months probationary period where your capabilities, attitude and work ethos shall be assessed.
18. Where the work or conduct of a probationer is not of a standard required by the Agency and/or our Client, he/she shall be advised in writing of his/her shortcomings and thus placed on notice that improvement is required.
During the probationary period, either party in writing may terminate the appointment of the employee at any time without any notice being given.
19. It is a term and condition of your employment that you will not divulge any information relating to TLC Nursing Services, the HSE, their staff or procedures; concerning the identity of any patient HSE premises or concerning the medical condition of or treatment received by any such patient. Any breach of confidentiality will be pursued through the legal system against the individual(s) involved.
20. All Client / Hospital uniform policies must be complied with.
21. All submitted documentation and/or photographs submitted with your application shall become the sole property of TLC Nursing Services.



TLC Nursing Services
TLC House
58 Ballykeefe Estate
Dooradoyle
Limerick

Contract of Employment

NAME OF EMPLOYEE:

ADDRESS:

NAME OF EMPLOYER: TLC Nursing Services
ADDRESS: TLC House
58 Ballykeefe Estate
Dooradoyle
Limerick

DATE COMMENCEMENT
OF EMPLOYMENT: 200

RENUMERATION: Rates as published by the Department of Health and
Children (D.o.H.C.)

HOURS OF WORK: Those hours that you have agreed to work.

THESE CONDITIONS HAVE BEEN READ, UNDERSTOOD AND AGREED.

Signed: _____

Date: _____

Signed on behalf of TLC Nursing Services: _____

Designation: _____

Date: _____