



ISSUED ON THE

08 November 2018

**CHILDREN AND FAMILY COURT ADVISORY AND
SUPPORT SERVICE (CAFCASS)**

and

Name

CONTRACT OF EMPLOYMENT

CAFCASS CONTRACT OF EMPLOYMENT

This Contract ("the Contract") sets out the terms and conditions under which you are employed with the Children and Family Court Advisory and Support Service (Cafcass), including particulars of employment as required by Section 1 of the Employment Rights Act 1996.

1. PERSONAL DETAILS

Name: Name
Address: Line 1
Line 2
Location
Post Code

2. JOB TITLE

Family Court Adviser

3. START DATE

To be confirmed

4. CONTINUOUS SERVICE

To be confirmed

- 4.1 Your period of continuous service is the same as the Start Date in clause 3 above, and no employment with a previous employer counts as part of a period of continuous employment, except where periods of continuous service in clause 4 above with other local authorities and related employers listed in the Local Government Redundancy Payments and Modifications Order are allowed to count for specified purposes such as Redundancy Calculations and the accrual of service years for annual leave, occupational sick pay and maternity leave provision.

5. DUTIES

- 5.1 The duties which this job entails are set out in the job description which is available from your line manager. The job description may be amended from time to time by Cafcass and in addition to the duties set out in it, you may be required to undertake additional or other duties commensurate with your level of salary as necessary to meet the needs of the service.
- 5.2 You will report to the Service Manager/Senior Service Manager.

6 CONFIRMATION OF EMPLOYMENT

- 6.1 Your employment is subject to a satisfactory confirmation period of 6 months from your start date. During this period you will receive the appropriate support and development to enable you to meet the required standards of the role. In the event of your performance being unsatisfactory during this period, Cafcass may terminate your Contract of employment, with notice, in line with the Recruitment & Retention Policy.

7. PLACE OF WORK

- 7.1 Your usual place of work will be the **XXX** Cafcass office however subject to agreement with your line manager and in line with business priorities, your work location may be flexible.
- 7.2 You are not required to work outside the United Kingdom other than business trips in the course of your duties as directed by the Court

8. REMUNERATION

- 8.1 Your salary will be £**xx,xxx (xx,xxx pro rata)** per annum which is the **commencement / target** point on the Band 7 scale £37,213 – £41,496. **In addition you will receive a retention payment of £x,xxx in line with our Attraction and Retention policy (please delete if not applicable).**
- 8.2 At such times as your usual place of work is within Greater London you will receive London Weighting, currently £4,375 per annum.
- 8.3 Progression to the target point salary will be subject to your satisfactory performance, to be reviewed after 18 months from your start date, and in line with the appropriate Cafcass policies and procedures. **(Please delete if commencing on target point)**

9. PAYMENT

- 9.1 Payment will be made on the 15th day of each month by credit transfer direct to your bank or building society account, or the last working day before the 15th day should the 15th day fall on a weekend or bank holiday.
- 9.2 In the event of an overpayment, Cafcass' usual approach will be to agree repayment terms with you. However, Cafcass reserves the right to make deductions from your pay (including holiday pay, sick pay, and any pay in lieu of notice) any amounts which are owed by you to Cafcass (including reimbursing Cafcass for any Cafcass property which has been stolen whilst in your possession due to your failure to take reasonable steps to prevent such theft or which you have lost or damaged or which you fail to return to Cafcass at the termination of your employment). By way of example only and without limitation, Cafcass may make deductions from your pay in respect of: loans made to you; when you have received more holiday or sick pay than your entitlement; or when your salary, expenses or other payment to you from Cafcass has been overpaid. By signing this Contract you agree to such deductions being made. It is also agreed that you will at all times pay to Cafcass as a debt and upon demand any sum which you owe to Cafcass.

10. EXPENSES

- 10.1 If you incur reasonable expenses including travel (other than travel between your home and place of work), parking, (other than car parking charges at your normal place of work) accommodation or other expenses in the course of carrying out your duties, you will be reimbursed for these reasonable expenses by Cafcass on production of appropriate vouchers or receipts, subject to and in accordance with any expense reimbursement policies or guidance in force.

11. HOURS OF WORK

- 11.1 Your normal working hours are **XX** hours per week (excluding meal breaks), to be worked flexibly at such times and on such days as Cafcass may reasonably specify from time to time. You will also be required to work such additional hours as may be necessary for the proper performance of your duties.
- 11.2 For planned overtime agreed with your manager, additional hours worked will be paid in accordance with the Cafcass Overtime Policy. For other additional hours worked as agreed, time off in lieu will be granted in accordance with the Cafcass Time Off In Lieu ("TOIL") Policy.

12. HOLIDAYS

- 12.1 Your annual leave year runs from 1st April to 31st March. In a full year you will be entitled to 28 days, rising to 33 days (full time equivalent) after 5 years continuous service. This entitlement is inclusive of 3 non-transferable privilege days to be taken between Christmas and New Year, plus any Bank / Public Holidays. If you work part-time your annual leave will be calculated on a pro-rata basis.
- 12.2 If only a proportion of the annual leave year is worked your entitlement will be based on completed months of service. Upon termination of your Contract, should you have taken more or less than your holiday entitlement as calculated above, an adjustment based on your normal rate of pay will be made to your final salary, either by way of a deduction if you have taken more than your entitlement or additional payment should you have taken less than your entitlement. This is calculated on a pro-rata basis.
- 12.3 The Cafcass Managing Attendance Policy includes guidance on to how to book your holidays and the need to gain your Line Manager's authorisation.

13. SICKNESS ENTITLEMENT AND PAY

- 13.1 Provided that you have completed 13 weeks continuous employment from the date confirmed in Clause 4, and subject to Clause 13.3 below, Cafcass will continue to pay you at your normal rate of pay during any unavoidable absence through sickness or injury (whether continuous or intermittent) up to a maximum, in any rolling period of 12 consecutive months, of six months full pay, followed by six months half pay.

- 13.2 If you do not have 13 weeks continuous employment from the date confirmed in Clause 4, Cafcass will pay you statutory sick pay ("SSP") for sickness absence during the first 13 weeks of employment. For SSP purposes no sick pay entitlement is paid for the first 3 days of any sickness absence. For periods of sickness of 7 calendar days or more you will need to provide a medical certificate signed by a doctor.
- 13.3 To qualify for SSP or occupational sick pay as outlined above, you must comply with the Cafcass sickness absence policy and guidance, which can be found on Cafcass' intranet site or obtained from your Line Manager.
- 13.4 If you are absent from work due to an accident which occurred or a condition which was sustained either on or off duty any sick pay paid to you by Cafcass in respect of the said absence shall be paid as a loan which you must repay to Cafcass if you recover damages in respect of your injury, condition or absence from work.

14. OTHER STATUTORY PAY & LEAVE

- 14.1 Cafcass has a range of Leave and Family Related Policies, all of which can be obtained from your Line Manager or viewed on the Cafcass intranet site.

15. STAFF DEVELOPMENT

- 15.1 Cafcass is committed to your Learning and Development. You are required to attend training sessions organised by your Line Manager and to participate in performance framework processes.

16. PENSION

- 16.1 Cafcass employees can participate in the West Yorkshire Pension Fund, which is a Local Government Pension Scheme, (LGPS).
- 16.2 Contribution rates are based on a tiered system and reviewed annually in accordance with policies and guidance. Your employee contribution rate is X.X%.
- 16.3 Cafcass will comply with its pension duties in respect of your employment in accordance with Part 1 of the Pensions Act 2008 (auto enrolment).

17. RETIREMENT

- 17.1 Cafcass does not have a default retirement age.
- 17.2 Although Cafcass does not have a default retirement age, Cafcass does reserve the right to retire you at such time or age as it determines, provided that

any such compulsory retirement is objectively justified. You will be informed and invited to a meeting to discuss any proposed compulsory retirement and you will have a right of appeal against any decision made at that meeting.

18. TERMINATION OF EMPLOYMENT

18.1 Cafcass can terminate your employment at any time giving you the following periods of written notice: -

18.1.1 up to four years continuous employment, you will be entitled to four weeks' notice of termination of employment.

18.1.2 between five years and twelve years continuous employment, you will be entitled to one week for each complete year of service.

18.1.3 for more than twelve years' continuous service, the maximum notice period is twelve weeks.

18.2 You may terminate your employment at any time by giving Cafcass at least eight weeks written notice.

18.3 Whether notice is given by Cafcass or by you, it is agreed that Cafcass may, if it so chooses, terminate your employment immediately by paying you in lieu of any notice period due (or any unexpired part of said notice period) a sum equal to your basic salary excluding any bonus, allowance or benefit in kind payable during such period or part period. Such a payment will be subject to deductions for tax and national insurance at source as required by law and to any other authorised deductions. This does not affect Cafcass' right of summary dismissal.

18.4 Cafcass has the right to terminate your employment without notice if you breach the terms and conditions of your employment and/or if you commit an act or acts of gross misconduct, and/or if you repeat or continue any breach of this Contract, the cumulative effect of which constitutes a serious breach, and/or you are guilty of any conduct which, in Cafcass' opinion, is likely to prejudice the interests of Cafcass whether or not such conduct occurs in the course of your employment. Non-exhaustive examples of gross misconduct are contained in the Cafcass Employee Relations policy and procedures and it is your responsibility to read these and raise any questions you may have with your Line Manager.

18.5 You agree that following termination of your employment, you will return to attend a hearing in the family court if you have prepared a report which has been filed in the proceedings and your attendance at court is required by any party to those proceedings. If your attendance is required in such circumstances, Cafcass agrees to pay any reasonable expenses that you may incur by attending court. This clause shall continue notwithstanding termination of this Agreement.

19 GARDEN LEAVE

19.1 Cafcass may place you on leave "Garden Leave" subject to consultation with your trade union representative, where practicable, by requiring you to stay away from its premises and to have no contact with any employees, officers, Clients, agents or suppliers of Cafcass during any period of notice, whether that notice is given by Cafcass or by you.

19.2 During any such period of Garden Leave:

19.2.1 Cafcass shall be under no obligation to provide you with any work and shall continue to pay your salary and provide all the benefits to which you are entitled under this Agreement; and

19.2.2 you will continue to be bound by all of your obligations under this Contract insofar as they are compatible with your being on Garden Leave including, without limitation, your duty of good faith.

19.2.3 In the event that you are on Garden Leave in accordance with the above, Cafcass will notify the Court of your Garden Leave, the reason for it and may ask the Court to terminate your appointment in all cases in which you have been appointed as Guardian. You agree to co- operate with Cafcass in making this request to the Court.

20. SUSPENSION

20.1 In order to investigate a concern in respect of your performance, or any irregularity, or a complaint of misconduct against you, Cafcass may suspend you from your duties on full pay for as long as Cafcass considers necessary to carry out a proper investigation of the complaint. During any such period of suspension:

20.1.1 Cafcass will be under no obligation to provide you with any work

20.1.2 you may be required to stay away from Cafcass' premises and to have no contact with any of Cafcass' employees, officers, Clients, agents or suppliers

20.1.3 you will continue to be bound by all of our obligations under this Contract insofar as they are compatible with you being suspended

20.2 This clause does not affect any power of suspension from work (or the terms of that suspension) under any legislative provision.

20.3 In the event that you are suspended in accordance with the above, Cafcass will notify the Court of your suspension, the reason for it and may ask the Court to terminate your appointment in all cases in which you have been appointed as guardian. You agree to co- operate with Cafcass in making this request to the Court.

20.4 During such a period of suspension, you will continue to receive full pay.

21. STANDARDS OF CONDUCT

- 21.1 Cafcass deals with children and parents who are often vulnerable. Cafcass requires from you the highest standards of personal and professional conduct.
- 21.2 You are required to abide by the Cafcass National Standards and the Standards set by the Health and Care Professions Council (HCPC) for Social Workers at all times. You should be aware that a failure to adhere to the principles set out therein is taken very seriously indeed by Cafcass and can give rise to disciplinary action against you, up to and including dismissal. You agree to read the Cafcass National Standards and the HCPC Standards carefully and to comply with their terms at all times.

22. CONFLICTS OF INTEREST

- 22.1 Your attention is drawn to the Conflicts of Interest Policy. If you fail to comply with that policy disciplinary proceedings may be instituted against you.

23. CONFIDENTIAL INFORMATION

- 23.1 In this Contract "Confidential Information" means:

- 23.1.1 all information which relates to the business, finances, transactions, affairs, products, services, processes, Clients, equipment or activities of Cafcass which is designated by Cafcass as confidential (including as hereby designated, the identity of Cafcass' Clients; and Cafcass' financial data, performance and working systems); and
- 23.1.2 all information relating to such matters which comes to your knowledge in the course of your employment and which, by reason of its character and/or the manner of its coming to your knowledge, is evidently confidential provided that information shall not be, or shall cease to be, Confidential Information if and to the extent that it comes to be in the public domain otherwise than as a result of your unauthorised act or default.

- 23.2 You shall not for the duration of this contract or afterwards use, exploit (except for the benefit of Cafcass) or divulge to any third party by any means any Confidential Information except you shall be permitted to do so:

- 23.2.1 when necessary in the proper performance of the duties of your employment;
- 23.2.2 with the express written consent of Cafcass; or
- 23.2.3 where this is required by law.

- 23.3 You shall, for the duration of this Contract and afterwards, use your best endeavours to prevent the unauthorised use or disclosure of any Confidential

Information whether by any other officer, employee or agent of Cafcass or otherwise, and shall be under an obligation promptly and freely to report to Cafcass any such unauthorised use or disclosure which comes to your knowledge.

23.4 You shall not, during your employment or at any time thereafter make, except for the benefit of Cafcass any copy, record, or memorandum (whether or not recorded in writing or on any other digital or electronic media) of any Confidential Information and any such copy record or memorandum made by you during your employment shall be and shall remain the property of Cafcass and accordingly shall be returned by you to Cafcass on termination of your employment or when required to do so by Cafcass at any other time during your employment.

23.5 This clause is without prejudice to your obligations under clause 24 (Data Protection).

23.6 Nothing in this clause or in any other part of this Contract shall be taken to prevent you from making a protected disclosure within the Public Interest Disclosure Act 1998.

23.7 The restrictions contained in this clause are considered reasonable and necessary by the parties to this Contract, to protect the interests of Cafcass. However, if any of these restrictions are held to be void but would be valid if part of the wording were deleted, then they shall apply with such deletions and modifications as may be necessary to make them enforceable.

23.8 In view of the nature of your work you may have Confidential Information in your possession and outside your place of work, for example at your home or in your car. You must keep such information secure at all times and take reasonable steps to prevent its loss, destruction or unauthorised disclosure. Failure to do so will be considered to be an act of gross misconduct.

23.9 In addition to the confidentiality provisions set out in the clauses above, because of the nature of your employment you may be bound by statutory provisions, the Rules of the Court and Orders of the Court that may protect the identity of, and Confidential Information relating to, Clients. You must not breach any of those provisions.

24. DATA PROTECTION

24.1 You must at all times during your employment act in accordance with any policy or instruction introduced by Cafcass to ensure compliance with the Data Protection Act 2018 or any other applicable data protection legislation.

24.2 Cafcass is a Data Controller. In order to manage your contract of employment Cafcass, will process your personal data (including special categories or personal data) in a manner consistent with a Privacy Notice which will be provided to you at the commencement of your employment and periodically thereafter.

- 24.3 In this clause "Data Controller", "Personal Data", "Processing" and "Special Categories of Personal Data" shall have the meaning set out in Part 1, Section 3 of the Data Protection Act 2018.

25. CAFCASS PROPERTY

- 25.1 On request and in any event on termination of your employment for any reason whatsoever, you are required to return to Cafcass all Cafcass property including, without limitation, all security passes, all keys, any mobile telephone, all computer hardware and software including disks and all documents in whatever form (notes and minutes of meetings, diaries, address books, computer printouts, plans, projections) together with all copies of such items which are in your possession or under your control. The ownership of all such items at all times remains vested in Cafcass. You agree to indemnify Cafcass for any loss or costs incurred by any failure on your part to adhere to this requirement

26. RULES, POLICIES, PROCEDURES & STANDARDS

- 26.1 You must at all times comply with all Cafcass policies and procedures. In addition, your employment will be subject to health and safety compliance, and all other rules and procedures issued by Cafcass from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this Contract and they can be changed, replaced or withdrawn at any time at the discretion of Cafcass. Breach of any Cafcass' rules, policies or procedures may result in disciplinary action being taken against you. All policies, procedures and guidance referred to in this Contract are on the Cafcass intranet and you agree to read and comply with all policies, procedures and guidance issued by Cafcass from time to time and to read and comply with any amendments which may be made to them by Cafcass.

27. REHABILITATION OF OFFENDERS

- 27.1 If you have any convictions, cautions, reprimands or final warnings that are not "protected" as defined by the Rehabilitation of Offenders Act (1974) (Exceptions) Order 1975 (as amended in 2013), you are not entitled to withhold such information. Any failure to disclose such convictions may result in disciplinary action or dismissal.

28. PROFESSIONAL QUALIFICATIONS AND REGISTRATION

- 28.1 It is a condition of your appointment that you have the following professional qualification and registration:

28.1.1 Diploma in Social Work or a Health & Care Professions Council (HCPC) recognised equivalent.

28.1.2 Health & Care Professions Council (HCPC) social care registration.

28.2 The Cafcass National Standards set out what Cafcass requires in relation to your qualifications, knowledge, ability and skills. You agree to comply with these requirements.

29. ACTIVITIES DURING YOUR EMPLOYMENT

29.1 You will not during your employment, except with the written consent of Cafcass, be directly or indirectly engaged, concerned or interested in any other trade, business or occupation that conflicts in any way with your employment with Cafcass.

30. COLLECTIVE AGREEMENTS

30.1 Pay and conditions are negotiated with the trade unions recognised by Cafcass and your Contract may be amended from time to time by incorporation of collectively agreed terms.

31. ENTIRE AGREEMENT

31.1 This Contract contains the entire and only agreement between us and supersedes all previous agreements between you and Cafcass.

32. MEANING OF WORDS USED

32.1 In this Contract

32.1.1 "Client" means (a) the child or children who are the subject of proceedings, (b) parent and/or any other party to the proceedings and (c) anyone else whom you meet in the course of your duties in connection with any particular case.

32.1.2 "Clause" means a clause in this Contract.

32.1.3 "You" and "Your" are references to the person named at Clause 1

33. TERMS AND CONDITIONS OF EMPLOYMENT WITHIN CAFCASS

33.1 Cafcass regularly reviews its terms and conditions of employment in line with statutory requirements and best practice. As such, this Contract will be reviewed and all amendments will be notified to you in writing. Any revisions will be made in consultation with the recognised Trade Unions.

34. SIGNED ON BEHALF OF CAFCASS BY

.....
James Hyde
Head of Human Resources

08 November 2018
Date

34.1 The offer of employment under this Contract is subject to the employee satisfying standard employment checks such as, (but not limited to), eligibility to work in the UK, professional registration requirements and police check status.

34.2 I understand and agree to the terms and conditions of my Contract of Employment as set out above.

.....
Name

...../...../.....
Date