



Employment Contract

In accordance with the requirements of the Employment Rights Act 1996 (as amended), this statement describes the main terms and conditions of your employment.

1. Employer

Benjamin Lauffer director of Prebend Street Practice Ltd trading as Charles Landau Dentistry.

6 Prebend Street, Islington, London N1 8PT

2. Employee

Name and Address

3. Date of commencement of employment

Your employment with Charles Landau Dentistry commenced on **Date**

4. The first 3 months of your employment will be probationary.

Probationary Period

The first three (3) months of your employment will be a probationary period during which time your performance and conduct will be monitored and appraised.

We may extend your probationary period by written notice, for a further three (3) months maximum if deemed necessary. If you are not considered suitable for your job or if for any other reason your continued employment is not required this contract will terminate at the end of your probationary period, or at the expiry of any notice given during this period, or in the event of your employment being terminated without notice during the trial period.

5. Job title

You are employed as trainee dental care professional

Job purpose

Your work will include

- Keep the clinical areas and all equipment and instruments clean, tidy and sterile as appropriate according to the practice's health and safety and infection control procedures and manufacturers' instructions
- Use all equipment and machinery in accordance with manufacturers' recommendations and ensure that they are maintained regularly and in good working order

- Provide chairside assistance, ensuring that the correct equipment is available
- Ensure the care and welfare of patients
- Accurately complete patient clinical records as directed
- Handle all substances in accordance with health and safety policies
- Be familiar and comply with all health and safety rules and guidance, including PPE, COSHH, mercury handling, infection control, waste disposal etc
- Develop and file radiographs and change radiographic solutions as directed
- Complete laboratory request forms, keep records of work sent, received and fitted
- Ensure adequate stocks of materials and other items within the surgery
- Ask the practice manager to order new stock supplies as necessary
- Ensure computer/written records are accurately maintained and securely stored
- Cover reception when required
- Liaise with reception to ensure smooth patient communications and transfer of records
- Attend and participate in practice meetings
- Other duties as necessary for the efficient operation of the practice (perhaps including the duties and tasks of receptionist as required)
- Undergo training as may be required to develop skills and abilities
- Attend refresher and update training for medical emergencies and CPR
- Act in accordance with the practice rules and code of conduct

You may be required to carry out any other duties considered to be within your skill and competence to assist with the smooth running of the practice and facilitate the treatment of patients, when it is considered necessary or appropriate by management.

6. Place of work

Your normal place of work will be 6 Prebend Street, Islington, London N1 8PT

7. References and checks

Engagement is subject to satisfactory references.

It is a condition of your employment that you obtain an enhanced criminal records disclosure or equivalent vetting when you join the practice and at such intervals as the practice deems appropriate. The practice will meet the expense of undertaking such checks. Should the criminal records disclosure or equivalent vetting reveal or indicate that your character is unsuitable to work at the practice then the disciplinary procedure may be initiated and your employment may be terminated with immediate effect.

8. Registration with GDC

Trainee Dental Care Professionals

It is a condition of your employment that you attend and complete your apprentice course with NLDC with a view to obtaining your qualification in dental nursing. You are required to undertake the following in order to satisfy the General Dental Council's requirements to achieve registration. You must attend the Course and make every effort to successfully complete the Course and obtain the qualification required by the General Dental Council for registration.

Upon completion of your training programme, you must register with the General Dental Council and maintain that registration and effect and maintain professional indemnity or insurance cover for any clinical work that you undertake. You may be required to produce your cover certificate for inspection by the practice on request.

Once registered it is a condition of employment that you are indemnified.

9. Course fees

The Practice will not contribute towards training that has not been approved by the Practice. We will pay for CPR training annually and provide in-house training.

10. Pay

Hourly pay

Your Hourly pay will be

Your pay will be paid monthly in arrears bank transfer on the last Friday of each month.

Your pay advice will show your basic rate of pay, any statutory or voluntary deductions and the amount of net pay. If you have any specific queries about your pay these should be raised with Karen Suarez. **We pay the National Living wage.**

11. Lay-off and Lay-off guaranteed pay

Employees may be laid off because of work shortages caused by:

- (i) the dentist being ill
- (ii) insufficient patients
- (iii) insufficient UDAs
- (iv) the practice premises being unavailable for unforeseen circumstances (such as flood or fire).

Employees temporarily laid off will be entitled to receive a guaranteed payment based on a normal working day, but not exceeding the statutory guaranteed payment per day (which is reviewed annually) and not exceeding five days (or calculated on a pro-rata basis depending on how many days the employee normally works in a week, if fewer) in any period of three months. Employees must have completed one month's continuous service in order to qualify for lay-off pay.

12. Hours of work

Your basic hours of work (exclusive of lunch breaks) are 36 hours per week.

Your normal hours of work are:

Monday	from 7.40am to 4.00pm
Tuesday	from 7.40am to 4.00pm
Wednesday	from 7.40am to 4.00pm
Thursday	from 7.40am to 4.00pm
Friday	from 7.40am to 3.00pm

Monday to Thursdays you are allowed 60 minutes for lunch, to be taken between 1pm and 2 pm and Fridays 12pm to 12.30 pm half an hour lunch.

Day-to-day arrangements will be agreed with Karen Suarez in accordance with operational requirements. There will be occasions where you will be asked to work on different days to your normal working week, it is expected that you will be flexible and if you refuse there is a clear and valid reason. As a practice we adhere to working times guidance.

13. Time keeping

All employees are required to show a responsible attitude towards time keeping. Persistent lateness will lead to disciplinary action, which could result in dismissal.

14. Overtime

On occasion, it may be necessary for the practice to request that you work additional hours in the course of your duties. Where the practice requires your services outside your set hours during usual practice hours on Monday to Friday. Arrangements for this will be made with Karen Suarez and time in lieu will be given.

15. Holiday

The employee's holiday year dates from the commencement from 1 January to 31 December each year

The employee is entitled to 20 working days' paid holiday per year, excluding public holidays.

A written request for holiday must be submitted to Karen Suarez. This request must be submitted 4 week(s) prior to the date you expect to start the holiday. Not all applications will be approved and written notification of an approval or refusal will be provided 4 week(s) prior to the date you expect to take leave.

Holiday pay will be calculated from your basic pay. Holiday entitlements cannot be carried over to the following year unless written permission has been obtained from Karen Suarez.

Where employment is terminated, or if you choose to leave the practice, a payment will be made on a pro-rata basis in respect of any accrued holiday entitlement that has arisen but has not been taken on the date of termination.

A deduction will be made from your final pay on a pro-rata basis for any holiday taken in excess of your entitlement, at the date of termination.

16. Sickness and injury absence and pay

The rules and procedures relating to unavoidable absence due to sickness or injury, including eligibility for sickness pay, are set out in Appendix 1. You will be entitled to Statutory sickness pay (if you qualify), as shown in Appendix 1, providing you follow the notification and certification procedure specified in Appendix 1

17. Notification of absence

If you are unable to attend work, for any reason whatever, you must contact Karen Suarez by telephone at the earliest possible time on the first day of absence and not later than 6.30am to give the reason for absence and, if possible, to say when you hope to return to work. You must speak to Karen Suarez or Ben Lauffer personally. Contacting the practice by text message will not be acceptable and could lead to disciplinary action. You must inform Karen Suarez on a daily basis when you are likely to return to work.

Unauthorised absence will not be paid and may result in disciplinary action being taken.

18. Time off for dependants

The practice will provide reasonable time off to deal with family or domestic emergencies. Requests should be made promptly to Karen Suarez explaining the circumstances and an indication should be provided, where possible, as to when the employee will be able to return to work.

Time off for family or domestic emergencies will not be paid.

19. Medical treatment

Appointments for visiting the doctor or hospital should as far as possible be made outside working hours. Where an appointment can only be made within working hours, permission must be obtained from Karen Suarez.

20. Jury or witness service and public duties

If you are required to attend for jury or witness service you must provide written evidence from the court service and keep the practice informed during the duration of your absence. You should claim the allowance set by the court

If you hold a recognised public office, such as Justice of the Peace, member of a local authority or member of the governing body of a maintained school or college, you will be entitled to reasonable time off to perform such duties. Requests for time off must be arranged in advance with Karen Suarez. Time off for public duties will not be paid.

21. Maternity

An employee who is pregnant has the right to time off with pay for antenatal care. This includes appointments with the GP or hospital and parentcraft classes. An employee who stops work to have a baby has the right to a period of maternity leave. There are certain provisions concerning payment, time off and returning to work which the practice will discuss with you. Further information can be obtained from Karen Suarez.

22. Adoption leave

An employee who adopts a child may be entitled to adoption leave and pay.

Further information can be obtained from Karen Suarez.

23. Paternity leave

An employee who has a wife or partner who gives birth to or adopts a child, may be entitled to paternity leave and pay. Further information can be obtained from Karen Suarez.

24. Parental leave

Employees with at least one year's continuous service are entitled to unpaid parental leave if they have parental responsibility for a child under 5 years' old (or under 18 if the child is disabled). Further information is available from Karen Suarez.

25. Pensions

All employees will be invited to enrol in Nest pension scheme after the initial probationary period

27. Health and safety

The practice aims to provide a safe working environment and enlists the support of its employees to achieve this. While overall responsibility rests with the practice, all staff have a legal duty to take reasonable care to avoid injury to themselves or others by their work activities, and not to interfere with or misuse any clothing or equipment provided to protect health or safety. Any accident to a member of staff in the course of their activities must be entered in the accident book held in the Decontamination room as soon as possible. A copy of Practice's health and safety policy can be seen in the Office.

28. Trade union membership

It is recognised that eligible employees are encouraged to join trade unions, for nurses the BADN.

29. Notice

Employees are entitled to receive a minimum of one week's notice of termination of employment after one month's employment, increasing to 4 weeks notice thereafter. After two years' continuous service employees will be entitled to receive a further weeks' notice for each additional year's service up to a maximum of twelve weeks' notice after twelve or more years' service.

After one month's employment employees are required to give the practice 4 weeks' notice.

The practice reserves the right to waive notice periods and make a payment in lieu. If you terminate your employment without giving your contractual period of notice, the practice reserves the right to make a deduction from your final pay. That deduction will be the amount of extra money the practice has had to spend as a direct result of you leaving early, subject to a maximum of the amount which you would have been paid in salary during the contractual notice period.

30. Grievance procedure

Should you have any query, concern, grievance or complaint regarding your employment or the terms and conditions relating to that employment, you should raise the matter initially with Karen Suarez. The full grievance procedure is set out in Appendix 2.

31. Disciplinary rules and procedures

The full disciplinary rules and are set out in Appendix 3.

32. Practice policies

The practice is committed to working towards equal opportunity for every employee. The practice's Equal Opportunities Policy is attached at Appendix 4 and you are required to abide by it.

You must comply with the practice's Confidentiality Policy set out in Appendix 5.

You must comply with all other practice policies. Copies of the policies are obtainable from Karen Suarez.

33. Immunisation

It is a condition of your employment that you are immunised against hepatitis B, Covid and tuberculosis in accordance with guidelines issued by the Department of Health. Charges, where incurred, will be met by the practice. You are required to produce evidence of your immunisations when requested.

34. Deductions from pay

The practice reserves the right to make deductions from your pay in the following circumstances:

1. To recover an overpayment of wages.
2. If you have taken more holiday than your pro-rata holiday entitlement.
3. If you terminate your employment without giving your contractual period of notice.
4. If the practice reasonably believes you have stolen practice property or equipment.
5. If you fail to return practice property or equipment (including any keys and uniform) when your employment terminates.
6. To recover any contributions the practice made towards the cost of training in accordance with clause 8 above.
7. If equipment has been lost and/or damaged, this will be discussed on an individual basis
8. If you are terminated before 6 months, you will incur cost of DBS

35. Confidentiality

Employees must not use for their own gain or disclose any confidential information about patients to third parties without the consent of the patient. If you are in any way unsure whether information can or should be disclosed you must ask Karen Suarez.

As a practice we comply to National minimum working age guidance.

The full rules on patient confidentiality are set out in the practice's confidentiality policy (Appendix 5). Confidential information must not be disclosed following termination of your employment.

If, after investigation, a member of staff is found to have breached patient confidentiality or the practice's policy, they shall be liable to summary dismissal in accordance with the practice's disciplinary policy (Appendix 3).

36. Changes in terms and conditions

The Practice reserves the right to make reasonable changes to your terms and conditions from time to time. You will be informed within one month of the change taking effect by written notification.

Signed by the parties:

Signed (employer) _____

on behalf of _____

Date _____

I confirm that I have received the original statement of terms and conditions of employment relating to my employment of which this is a copy and I accept them and will be bound by them.

Signed (employee) _____

Date _____

Appendices to the contract of employment

The following appendices form part of the contract of employment and must be included (note: appendix 6 applies only to employed dentists):

Appendix 1: Sickness and injury absence and pay policy

- In accordance with clauses 15 and 16 of the contract of employment and, by law, must be included.
- Guidance is available in BDA advice 'Sickness absence'
- A model policy is available in BDA Expert

Appendix 2: Grievance procedure

- In accordance with clause 28 of the contract of employment
- Guidance is available in BDA advice 'Grievance procedures'
- A model procedure is available in BDA Expert

Appendix 3: Disciplinary procedure

- In accordance with clause 29 of the contract of employment
- Guidance is available in 'Disciplinary procedures and dismissal'
- A model procedure is available in BDA Expert

Appendix 4: Equal opportunities policy

- In accordance with clauses 30 of the contract of employment
- Guidance is available in BDA advice 'Equality and diversity in the workplace'
- A model policy is available in BDA Expert

Appendix 5: Practice confidentiality policy

- In accordance with clauses 30 and 33 of the contract of employment
- Guidance is available in BDA advice 'Ethics'
- A model policy is available in BDA Expert

Appendix 6: Code of practice for employed dentists

- In accordance with clause 30 of the contract of employment
- A model code of practice is available in BDA Expert