

## **Health and Social Security Scrutiny Panel**

### **Zero Hour Contracts**

#### **Travel Time for Carers – Written Submissions**

In October 2016 as a follow up to the Zero Hour Contracts Review, the Health and Social Security Scrutiny Panel wrote to 23 approved home care providers in order to gain a snapshot survey of the Travel Time that was paid to carers. The Panel subsequently received the following 10 responses which have been anonymised.

##### **Submission 1**

We pay a 'travel allowance' to all carers, this is a fixed payment of £1.25 per client visit. If the shift is 8 hours or above, the allowance does not get paid. This applies to all staff whether on Zero Hours or fixed contracts.

##### **Submission 2**

We have always offered employees permanent contracts. Zero hour contracts, or Bank Contracts, are only used where we have need for cover due to sickness, annual leave, or to alleviate pressures on the service at a given time. The vast majority of our service is however completed by carers on permanent contracts.

All of our carers, whether they are on a permanent contract or have been drafted in on a bank contract, are paid mileage, currently at a rate of 55 pence per mile. This is to compensate them for the use of their own vehicle. We do not provide any vehicles for use by our Home Care employees.

Mileage is paid from the time the employee reaches the first client until such time as they leave the last client (i.e. mileage is not paid for journeys to and from an employee's home). Mileage claims for a given month are submitted for verification and are paid to the employee in the next month's payroll.

Our carers are also paid in terms of salary for the time they are travelling. This also extends to time spent on training. To clarify, they are not merely paid for the time are actually delivering care.

As you are aware, XXXX have been commissioned by the Health and Social Services Department (HSSD) under a Contract for Services. It has been this funding that has enabled XXXX to offer what we considered to be fair terms and conditions of employment, permanent contracts and a high level of training, in excess of the levels stipulated under the Approved provider Framework. This has enabled us to deliver a high quality service and non-time pressured visits to the Island's most vulnerable.

With effect from 1<sup>st</sup> January 2017, HSSD are no longer going to commission the Home Care service as was provided by XXXX. All funding is due to cease from that same date and

XXXX is therefore having to revise its business model to be competitive, however, operating on a not-for-profit basis. As such we are now embarking on a consultative process, in accordance with employment legislation, to revise our terms and conditions of employment for all of our Home Care staff as well as other staff that are drawn in to the affected group. It is inevitable that the terms and conditions we will be able to offer from 2017 will be less favourable than we have previously offered. As the consultation period has not yet concluded I am unable to comment in any detail as to the likely impact on terms and conditions, however, it will be necessary to look at all elements including, but not limited to:

- Salary;
- Pension;
- Enhanced pay for unsocial hours;
- Mileage allowance;
- Laundry allowance;
- Sickness benefit;
- Holiday allowance; and
- Maternity leave

Whilst it is our intention to maintain permanent contracts where possible, we may end up with a blend of permanent, variable hours and zero hours contracts (we will not be forcing staff on to zero hours contracts though, it will be a matter of choice for the individual if it fits with their personal circumstances).

### **Submission 3**

Staff on Zero hour contracts are paid 50 pence a mile or £5 an hour travel. It is worked out by the most cost effective. For example if a carer starts work at 8am and finishes at 5pm having done 7hrs of care work but covered 36miles @ 50p a mile = £18 or 2hrs travelling time a £5 an hour = £10 then £10 will be paid with the agreement of the carer. This cost is covered by the company not the client and traveling distances are kept to a minimum. For example carer will not be expected to travel from Gorey to St Ouen in 15 for pennies and all calculations are done via a computer system Careplanner.

### **Submission 5**

Our current policy is to pay all staff for the time it takes to travel between client sessions. They are not paid mileage for the travel time but are paid 60p a mile when their vehicle is used during a session and any parking expenses.

### **Submission 6**

I can confirm that XXXX covers staff travel time in between visits to clients and also has a policy that enables all staff to recover any mileage costs occurred when using their own vehicle at work.

**Submission 7**

I am writing to confirm that we pay travel time to all employees in our Short Breaks Service (including zero hours contracts) this is at a cost to the Charity as the hourly rate we receive from the States of Jersey £24 per hour, does not cover same.

**Submission 8**

We do not pay our employees petrol allowance. We charge client care out at £19.25 per hour depending on care needed. This is a flat rate including bank holidays. We are one of the lowest in the island. If we pay petrol this will have to increase.

All our employees can go to the tax office with their petrol receipts to claim back petrol money they use during work hours.

**Submission 9**

Mileage is calculated at 20p per mile between clients for the carers shift and itemised in their salary slip.

**Submission 10**

Our policy is that carers are paid petrol allowance / time travel etc. not as a separate amount but this is included in their hourly rate, they get a significantly higher hourly rate for short visits to ensure they are remunerated for travel costs.

**Scrutiny Office**

**06.04.2017**