

Contract of Employment

Employer's name:

(Insert your name)

Employee's name:

(Insert employees name)

Date of commencement of employment or continuous employment:

(Insert start date or amendment date)

Type of contract:

e.g. permanent, full time, part time, temporary

Main place of work:

(Insert your address)

Job title:

Personal Assistant

Duties and responsibilities:

You are employed as a Personal Assistant. As set out in your job description, I may require you to carry out other reasonable duties as required.

Probationary period and background checks:

There will be a probationary period of (insert time - usually 3 months). At the end of this period the position will be reviewed and if your work performance and general suitability is satisfactory your employment will be confirmed.

If your work performance is not up to the required standard or the working relationship is not agreeable the probationary period may be extended, or your employment terminated. During your probationary period both parties are required to give one week's written notice to end the employment.

This post is subject to a satisfactory DBS check and references

Hours, days or shift pattern of work:

Your hours of work will be

(Insert number of hours) weekday hours

(Insert number of hours) weekend hours

(Insert number of sleepovers if required and rota for sleepover(s))

The times you work may vary due to the nature of the job and will be agreed in advance with as much notice as possible.

Your working hours may be subject to change, this will depend on future reviews of my care and may mean an increase or decrease of hours. I will provide you with as

much notice as possible, with a minimum of 4 weeks and confirm any changes in writing.

In line with the Working Time Directive 2003/88/EC, you are not expected to work more than an average of 48 hours per week. Your right to rest breaks and time off under the working time regulations is maintained.

If it has been agreed in advance for you to work more than your normal hours, you will be paid at your normal rate(s).

If we have scheduled specific working times and you are running unavoidably late, you must keep in regular contact with me. In the event of any lateness you are to inform me immediately by our agreed contact method, to ensure that adequate cover can be arranged if necessary.

You will need to state if any work is outside of the UK.

Lateness:

If you are going to be more than (10 minutes) late you are required to contact your employer as soon as possible but at the very latest (30 minutes) before you are due to start work.

Salary:

As an hourly paid employee, your salary will be
£ (insert weekday hourly rate) for weekdays,
£ (insert weekend hourly rate) for weekends and bank holidays.
£ (insert rate for sleepover) for sleepovers.

You will need to submit timesheets for the hours that you work by (insert specific date) a specific deadline to ensure you are paid correctly for the hours you have worked and to record the hours you have worked, any sickness or annual leave. Your pay may be subject to National Income and Tax as required by law.

Your salary is payable (insert either monthly or weekly) and will be paid on (insert date of salary payment. If monthly, it could be the third working day of the month or last Friday in the month for example. If weekly insert day of payment) by (insert direct payment into your bank/cheque/cash).

The employer will deduct National Insurance and Income Tax as required by law. The employer may also deduct any overpayment of wages or holiday entitlement.

Note: There is no requirement to pay more for weekends and bank holidays. Remember all rates (including sleepovers) must be the national minimum wage or above.

Timesheets:

You will be required to complete a (insert either monthly/weekly depending on payment of salary) signed time sheet and submit this to the employer on (insert day of the month or week giving time to work out wages or send to payroll agency to ensure wages can be paid on the given date).

Pensions:

Depending on the number of hours you work, you may be automatically enrolled into a pension scheme. You can choose to opt-out if you do not want to join the pension.

For more details about workplace pension schemes please visit.

www.gov.uk/workplace-pensions

Holiday entitlement:

Your holiday annual holiday entitlement is 5.6 weeks per year and pro-rata for part time employees.

Your annual entitlement is (Insert hours here) hours.

Option for variable hours or no set hours

If the hours you work vary, or if you have no set hours, then your holiday entitlement will be calculated based on the average of the hours of the hours you worked in the previous 12 weeks)

Your holiday year will run from (options include 1 January – 31 Dec or 1 April to 31 March). Your holiday should be taken in this period. You are not entitled to carry forward any untaken holiday entitlement to the following year without prior agreement. Holiday can be carried over if you are sick and this prevents you from taking your leave.

I reserve the right to specify dates during which you must take up to half of your holiday entitlement each year and I will give you appropriate notice of this (at least twice as long as the leave I wish you to take). You can take your remaining holiday at any time during the year so long as you agree the dates with me at least 4 weeks on advance. This is important to enable me to arrange cover for you whilst you are away.

At the end of your employment all outstanding holiday should be taken before you leave, if you have exceeded your annual holiday entitlement when you leave, your final pay will be reduced accordingly.

Sick leave:

If, for any reason you cannot come to work, you should notify me as soon as possible **before** your shift commences. This is important so that I can have the best possible chance of arranging cover for you.

If you are away from work with illness for more than seven calendar days, you must provide me with a medical certificate. For shorter periods you can self-certificate, in line with statutory requirements.

I do not operate a private sick pay scheme but provided you meet the eligibility criteria, you may be entitled to Statutory Sick Pay (SSP) during absence because

of sickness or injury. Statutory Sick Pay (SSP) is treated as income and is subject to PAYE deductions and National Insurance contributions.

Parental leave and pay:

You are entitled to maternity, paternity, shared parental leave, and adoptive parent's paid and unpaid leave as specified in any statutory provisions that apply at the time. I can arrange for further information regarding this, including any entitlement to Statutory Maternity Pay (SMP) or Maternity Allowance.

Car user status and allowances:

Your own transport may be required to drive me as part of your role. Any expenses incurred using your own vehicle will be reimbursed subject to my agreement (excluding travel to and from your place of work with me). It is your responsibility to ensure that you have the relevant Class 1 Business insurance in place.

Confidentiality:

You must respect my privacy (and that of anyone else that you may encounter whilst at work) and maintain a professional approach always. You should keep any information gained during your work with me confidential and not discuss my affairs with others, except with my specific permission (unless this poses any safeguarding concerns or in an emergency).

On termination of employment, all property, documentation or information provided to you during your employment with me should be returned on or by your last day of work.

Data protection:

For the purposes of your employment with me, I will keep and use your information and may also ask other organisations to assist me with managing my employment scheme. These organisations will also keep and use your information for the purposes of your employment with me.

Any questions regarding your employment or pay should be directed to myself as the employer, not any support organisations I may use to assist with processing your pay. They will be unable to discuss the employment with you unless I specifically give them permission to talk to you.

Safeguarding: employee responsibilities:

Employees who have contact with vulnerable adults and/or children have a duty to report any safeguarding concerns, notwithstanding any confidentiality clauses. You have a duty to act in a timely manner on any concern or suspicion that an adult/child who is vulnerable is being abused or is at risk of being abused, neglected or exploited.

You should:

- be aware of and understand local safeguarding procedures
- call the police and/or an ambulance where appropriate in situations where the abuse of the adult indicates an urgent need for medical treatment, or where there is immediate risk of harm

- make a report to the police, and if a crime has been committed, ensure action is taken to preserve evidence
- know what services are available and how to access help and advice for the vulnerable adult. Your local authority may be able to help with this.
- know how and where to make a referral
- keep a clear factual record of your concerns and any action taken.

Health and safety at work:

You are required to undertake your work in a manner that ensures the safety of all concerned. If you have any concerns regarding health and safety, you must raise them with me immediately. If I employ 5 or more employees, I will make a Health and Safety policy available, which will detail my commitment to Health and Safety in your working environment with me. A copy of this document will be available at your place of work and will be viewable upon request.

Employee rights:

All employees have the right to work in a safe environment. If you have any concerns about your working environment you should discuss these with your employer or seek external advice and support e.g. from ACAS, a Union, the Citizens Advice Bureau or a local PA support organisation.

Disciplinary and Grievance:

The Disciplinary and Grievance Procedure are outlined in the policies that accompany this document.

Termination of employment:

During your probationary period both parties are required to give one week's written notice to end the employment.

After the probationary period has been successfully completed, both parties will be required to give four weeks' written notice until two completed years when I will be required to give one week's notice per year of service up to a maximum of twelve weeks' notice.

I reserve the right to pay you in lieu of notice at the end of your employment with me.

Dismissal:

I reserve the right to dismiss you without notice in cases of serious breach of the terms of your employment, gross misconduct or gross negligence by you. If you are in your probationary period or first year of employment, only one warning is required before dismissal.

I confirm acceptance of these terms and conditions

Signed (employer):

Date:

Signed (employee):

Date: