

CONTRACT OF EMPLOYMENT

Between (Employee)

Address:

And

Name of Employer:

Address:

1) Job title: Personal Assistant to

2) Commencement of employment:

Your employment with

Commenced on:

No previous employment counts as continuous employment.

3) Probationary period:

Your employment is subject to a probationary period of 3 months during which time, your performance and conduct will be reviewed and assessed. This period of probation may be extended.

4) Remuneration:

The current rate of pay (reviewed annually) is: -

£.....**per hour.**

Sleepover (10pm-8am) £.....**per night.**

You will be paid 4 weekly by cheque or bank transfer in arrears. Your pay day is Friday other than in circumstances agreed by myself. Tax and National Insurance contributions will be deducted from your wages, as required by law.

5) Retainer pay:

There may be periods when your duties are not needed. Retainer pay may be paid at your employers discretion and be subject to available finance.

6) Place of work:

Your normal place of work will be: -

7) Hours of work:

Your hours of work will be:-..... hours per week. You will be required to sign for hours worked in any week. The hours which you work may vary depending on your employer’s needs which are subject to review at least on a yearly basis.

My support gets reviewed annually which means that the money I have to purchase my assistance may decrease which can therefore mean that I would decrease your hours with 4 weeks notice.

You should ensure that the hours of work which you documents/ paid for are those which have been agreed with your employer. Failure to do so may result in disciplinary action.

8) Bank/ Public Holidays:

You may be required to work bank/public holidays. These will be paid at

9) Holiday:

Your holiday entitlement is 5.6 weeks paid holiday (pro rata) in each holiday year. Holiday pay would be worked out on the number of days that you have accrued from the start of employment. The annual leave period is from 1st April to 31st March. **Holidays are expected to be taken within the holiday year.** You must give your employer at least.....notice.

On termination of employment for whatever reason you will be paid for those holidays accrued but not taken within the holiday year. If on termination of employment you have taken more annual holiday entitlement than you have accrued in that holiday year, the overpayment will be deducted from your final payment.

10) Time off

Flexibility and reliability are an important part of your job and your employer will have discussed this with you. You should aim to always be available to work at the agreed times unless you have requested holiday as detailed in this contract or you are absent due to sickness. If absence is needed for any other reason, this should be agreed with your employer giving as much notice as possible. Failure to turn up for work may be classed as gross misconduct. Time off for medical appointments should be taken outside of your working hours unless absolutely necessary.

11) Sick Pay:

Statutory Sick Pay (SSP) will be paid as appropriate. You must:-

- Inform your employer as soon as possible that you are unable to work
- If you are off sick for 1 day complete form SC2 - SSP Employee Statement of Sickness (self-certificate of sickness) which can be obtained from HMRC website.
- Provide a medical certificate if you are off sick for more than 7 days.

Your contractual right is for Statutory Sick Pay (if eligible by HM Revenue and Customs criteria). Any payment over and above this is at your employer's discretion and only for a limited period.

12) Pension:

Pension will be offered in line with work place pension's legislation.

13) Termination of employment:

You are required to give **4 weeks notice in writing** to your employer of your intention to terminate your employment. You will be entitled to receive **4 weeks** notice of termination of employment in writing, or the statutory minimum, whichever is the longer.

Except that:

In the probationary period, you are required to give and entitled to receive one week's notice in writing.

In cases of gross misconduct, employment may be terminated without notice your employer reserves the right to make a payment in lieu of notice.

14) Other employment:

Although it is recognised that you may have other employment, you must ensure that the hours you work are not detrimental to your work here. For example it would not be sensible or acceptable for you to work on a waking night shift at another job and then come here to work during the day

15) Confidentiality:

You must respect your employer's privacy (and that of his/her family and friends) and maintain a professional approach at all times. Any information gained in the course of working for your employer must be kept confidential and not discussed with others, save with your employers specific permission.

16) Grievances:

Any grievances should be raised directly with your employer who will deal with them at the earliest available opportunity. Any grievance, which cannot be resolved informally between both parties, may be settled with the help of a third party who shall be agreeable to both parties.

17) Disciplinary procedure:

All employees are expected to abide by the terms and conditions of their employment. Disciplinary action, when taken will be in accordance with the attached disciplinary procedure.

This is a **permanent/ temporary/ casual** (please circle as appropriate) contract. Any changes to the terms and conditions will only be introduced after consultation with employees affected by proposed changes.

This statement was issued for employees ofon

.....and supersedes all documentation previously issued.

I have read the above statement of conditions of employment. I understand the conditions and agree to abide by them.

Signed in acknowledgement of receipt by: -

_____ (Employee)

On _____ (Date)

<p style="text-align: center;">DISCIPLINARY PROCEDURE (Information for Employees)</p>
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THE AIM OF THIS DISCIPLINARY PROCEDURE

This procedure aims to make sure a reasonable standard of behaviour is maintained and to encourage improvements where necessary. The procedure sets out the action that will be taken when disciplinary rules are broken, aiming to ensure that you are treated fairly at all times.

HOW IT WORKS

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated (unless gross misconduct is suspected – see Gross Misconduct below)

At every stage, you will have the opportunity to state your case and be represented, if you wish, by a person of your choice, providing they are acceptable to me as well.

Before the formal procedures are used, I will initially try to sort out any problems to do with your behaviour or work performance through informal discussion. The formal procedures described below will only need to be used when informal methods have proved ineffective or have been ignored, or where the matter is serious and requires immediate action.

THE PROCEDURE EXPLAINED

Stage 1 – ORAL WARNING

If your behaviour or work performance is unsatisfactory, you will be given a formal Oral Warning which will be recorded and remain in place for 3 months.

Stage 2 – WRITTEN WARNING

If the offence is serious and if there is no improvement in standards, or if a further breach of rules or conduct occurs, a Written Warning will be given which will include the reason for the warning and will stay in place for 3 months.

Stage 3 – FINAL WRITTEN WARNING

If your behaviour or work performance is still unsatisfactory a Final Written Warning will be given, making it clear that if the offence happens again or other serious misconduct takes place then this will result in dismissal. The Final Written Warning will stay in place for 6 months.

Stage 4 - DISMISSAL

If there is no satisfactory improvement or if further serious misconduct occurs, you will be dismissed.

(I reserve the right to practice any stage of the above procedure where earlier stages are likely to be ineffective or inappropriate in dealing with the matter)

GROSS MISCONDUCT

If you are suspected of Gross Misconduct you will be suspended immediately (on full pay) pending investigation. If Gross Misconduct is confirmed, you will be dismissed.

Examples of Gross Misconduct include:

- Theft or Fraud
- Incapacity for work due to being under the influence of alcohol or illegal drugs.
- Physical or sexual or racial assault or harassment (either at work or outside of work).
- Verbal Abuse (whether to me or any other person)
- Threatening behaviour (whether to me or any other person)
- Breach of confidentiality
- Deliberately or knowingly endangering my safety
- Persistent or unreasonable lateness.