

Contract of Employment

This is an example contract and you should adapt it to meet your own personal needs entering in personal information of you and your employee and deleting any areas that are not applicable, however you need to be cautious about what you delete as you may make your contract illegal or leaving yourself open to challenge, if you are unsure please contact your direct payment support service or NCIL. The areas shown in brackets are for information that is specific to you and the individual worker and should be filled in accordingly.

(This information has been checked by an employment solicitor from Fisher Meredith Solicitors)

Contract of Employment

STATEMENT OF MAIN TERMS OF EMPLOYMENT

This statement together with the Personal Assistant Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) AND sets out particulars of the main terms on which you are employed

I
Of
(“The Employer” “I”)
Am employing, you:~
Of:~
(“the Employee” “you”)
On:~
The Employees employment with the Employer began on:~

The Employees employment with previous employers does not count as part of your continuous period of employment.

1.	Job Title and Place of Work
1.1	You are employed as a Personal Assistant
1.2	Your usual place of work will be at and when requested you will work away from the usual place of work either accompanying the Employer or independently of.
1.3	The specific duties and responsibilities of the post are set out in the attached job description.
1.4	The Employer may from time to time, after consulting you, require you to carry out other duties with additional pay either on a temporary or permanent basis.
2.	Probationary Period
2.1	There will be a probationary period of (6) months. At the end of this period the Employer and the Employee will meet to review the position. If the Employee's performance is satisfactory and both are happy with the situation, the Employee's continued employment will be confirmed in writing.
2.2	The Probationary period may be extended, with reason, by the Employer if necessary. During the first month of the Probationary Period, the Employer may terminate the employee's employment by giving (one) week's notice. During the remainder of the Probationary Period, employment can be ended by either party giving one week's notice.
3.	Hours of Work
3.1	The minimum number of hours each week will be:~ []Weekday hours []Weekend hours []21 hour shifts
3.2	The Employer reserves the right to vary your start and finish times and the number of hours worked on any given day. You

	may be required to work overtime including on weekends and on bank holidays according to the Employer's needs.
3.3	The Employer will endeavour to give reasonable notice of any request for additional hours. Where for example, the Employer requires the Employee to accompany the Employer on holiday.
3.4	In certain circumstances, it may be necessary to adjust or exceed your hours in order to ensure that your duties are properly performed, subject to the European Working Time Regs 1998. See Personal Assistant Handbook.
4.	Rates of Pay
4.1	<p>Current rates of pay are:~</p> <p>[£] per hour Monday – Friday [£] per hour Saturday & Sunday</p> <p>Bank Holidays will be paid at time and a half and Christmas & New Year Bank holidays will be paid at double time.</p> <p>[£] hour shift weekday (£) hour shift weekend</p> <p>Wage Payments will be paid.....monthly, on or by the last day of each calendar month by BACS transfer.</p>
5.	Holiday Entitlement
5.1	The Employee is entitled to 4 working weeks holiday in each holiday year which accumulates (pro rata) per completed month's employment. A week being equivalent of the number of hours/days usually worked per week. Bank holidays (are/are not) included within your 4 working weeks pro rata holiday
5.2	<p>The holiday year is from the date you commenced your employment to the same date the following year and you should take your holidays during this period.</p> <p>You will not be permitted to carry over any unused holiday entitlement if it is not used without my permission. You will not be entitled to payment for any unused holiday entitlement.</p>
6.	Sickness

6.1	<p>If the Employee is unable to come to work because of illness, then they must let the Employer know as soon as possible so that other arrangements can be made. The only payment for sick leave will be Statutory Sick Pay according to the regulations, which will be provided the Employee follows these procedures:</p> <ul style="list-style-type: none"> a) Inform the employer as soon as the Employee knows they will not be able to come to work, and in any event at least 2 hours before the start of the shift. b) If the Employee is off sick for more than 3 days, the Employee must complete a form SC2 (Employee's statement of sickness), and submit to the Employer. Copies in Personal Assistant Handbook. c) The Employee will be required to provide a Medical Certificate if the Employee is absent through sickness for more than seven days. d) For the purposes of the Statutory Sick Pay scheme the agreed qualifying days are [Monday to Sunday]. e) There is no contractual right to payment in respect of periods of absence due to sickness or being unable to work.
7.	Notice Period
7.1	<p>After you have successfully completed your Probationary period, the Employer will give you [written] notice, should he/she need to terminate your employment as follows:~</p> <ul style="list-style-type: none"> a) [one] weeks notice if you have continuously been employed or up to two years; and then b) [one] weeks notice for each completed year of employment up to a maximum of twelve weeks notice.
7.2	You are required to give the Employer four weeks minimum written notice to terminate your employment.
7.3	Nothing in this contract prevents the Employer from terminating your employment summarily or otherwise in the event of any serious breach by the Employee of the terms of your employment or in the event of any act of gross misconduct or gross negligence by you. See PA Handbook – Dismissal and Grievance Practice.

7.4	The Employer reserves the right in their absolute discretion to pay your basic salary in lieu of notice instead of requesting that you work your notice period.
8.	Confidentiality and Security
8.1	The Employee must respect the privacy of the Employer (and their family). The Employee must maintain a professional approach at all times, keep information gained in the course of their employment confidential and, specifically, should not discuss the Employer's household and domestic circumstances with others, other than with the Employer's specific permission.
9	Pension Scheme
	There is no pension scheme attached to this job with Employer contributions, however if you are eligible you may be offered access to a Stakeholder Pension Scheme by the Employer.
10.	Driving Licence
10.1	It is a condition of your employment that you hold a driving license valid to use in the United Kingdom appropriate to the classes of vehicle that you may need to drive in performing your duty. If you receive any endorsements or are disqualified from driving or otherwise lose your license, if you believe you may have any medical condition that may affect your ability to drive, you must inform the Employer immediately. If you lose your license or develop a medical condition that the Employer believes affects your ability to drive safely your employment may be terminated.
11.	Disciplinary & Disciplinary dismissal procedures
11.1	These procedures are non contractual. These procedures are set out in the Personal Assistant Handbook. Section Disciplinary & Grievance Practice.
11.2	Capability (Work performance) Procedures
	The non contractual procedure dealing with capability issues that may arise during the course of your employment, including dismissal on the grounds of capability are shown under the

heading Capability Procedures in the Personal Assistant Handbook	
11.3	Grievance procedure
	Should you feel unhappy about any matter relating to your employment you should raise the matter with your employer. To assure your statutory rights you must set out the basis for your grievance in writing. Further information is available in Personal Assistant Handbook Disciplinary & Grievance section.
12.	General dismissal and appeal procedures
	These are non contractual and are in the Personal Assistant handbook under the above heading.
13	Trade Unions
13.1	You have a right to join a Trade Union. There are no collective ctive agreements relevant to your employment.
	I have read the above statement of conditions of employment and the Personal Assistant Handbook. I understand the conditions and agree to abide by them.

Signature of Employee..... Date.....

Signature of Employer..... Date.....

(Signed on behalf of.....)

If you are signing on behalf, please answer the questions below.

Relationship to Employer (appointee or power of attorney)

.....

Name

Address

.....

.....

.....

.....

Telephone Number.....