

Example of a written contract when hiring a personal assistant (PA)

Basic Terms of Employment

This Written Statement of Employment sets out the Terms and Conditions in which you are employed. If any part of these Terms Conditions of employment are in conflict with any other part or current legislation, it will not bring into question the remainder of this document. Any reference to any statute or regulation shall be deemed to include any statutory modification or re-enactment.

Part 1.

1.1 You (“the employee”)

Name of Employee

Address

1.2 Began employment with

Name of Employer

Address

1.3 On (date)

Employment Start Date

1.4 You are employed as (e.g. Personal Assistant)

Job Title

1.5 Your employment with your previous employer does not count as part of your continuous period of employment.

Part 2

1. Description of Job Role and Place of Work

1.2 Your usual place of work will be at the employer’s home, address as above. You may be required to work in other permitted locations and this will be discussed with you.

1.3 This is a brief description of the work for which you are employed

You may also be required to carry out other reasonable duties as necessary.

2. Rates of Pay

2.1 Your pay will be

£ **(gross) per hour**

2.2 Payments will be made 4 weekly in arrears by bank transfer or cheque.

2.3 The employer may, in addition to National Insurance and Income Tax as required by law, deduct from payments any money that the employee may owe the employer from time to time. If at the point of leaving employment you have used more annual leave than you have built up, the employer may make a deduction from your final pay for the holiday you owe. You will be informed in advance of any deduction(s) being made.

3. Hours of Work

3.1 Your usual hours of work will be:

hours per week/month *(please delete as appropriate)*

But this may vary from week to week.

There is a requirement for flexibility and these hours may be changed according to needs. In addition, you may be expected to work reasonable additional hours at the employer's request. The employer will always try to give adequate notice of any request for additional extended hours or a change in working hours. You may be required to work evenings and weekends.

3.2 Your post is funded subject to the employer's current assessed funded care needs. This may mean that the employer's requirements change. If the employer has a further or revised assessment of needs, they must tell the employee within 7 days of the assessment that their job description is to change, this may mean an increase or a decrease in working hours. In the event of a redundancy situation, negotiations and consultation will take place on an individual basis and be based on Statutory Redundancy.

4. Probationary Period

4.1 There will be a probationary or trial period of 12 weeks. At the end of this period the position will be reviewed and if satisfactory the continuation of your employment will be confirmed. During the probationary period, the employer may end the employment by giving one week's notice. The employer may, if they wish, make payment instead of requiring the employee to work the period of notice.

4.2 If there are concerns about your suitability for the role, the probationary period may be extended to enable further improvement. Alternatively the employer may end the employment by following a basic formal procedure, but without going through the formal disciplinary procedure.

5. Lateness

5.1 If you think you are likely to be late you must phone the employer in advance or as soon as possible to let them know.

6. Holiday Entitlement/Paid Time Off

6.1 Your annual leave entitlement is for 5.6 weeks paid holiday per year (pro rata), a week being the equivalent of the number of hours/days usually worked per week. This amount includes bank holidays and public holidays.

6.2 The employer may request that annual leave entitlement is taken at a particular time. If this is the case, then this will be individually negotiated at the start of the leave year with the employee.

6.3 The annual leave period starts from the first date of employment. If the employee starts work after the beginning or finishes work before the end of the annual leave period, the employee's annual leave entitlement will be 1/12th of the annual entitlement for each whole month worked. Entitlement cannot be carried over unless in exceptional circumstances and agreed by the employer.

6.4 Bank holidays are treated as standard working days and paid at the same rate. They can be booked off as leave only if agreed in advance with the employer.

6.5 The employee must give the employer advanced notice if they want to take annual leave.

6.6 The employer reserves the right to refuse an annual leave request, although permission will not be withheld unreasonably.

6.7 If the employer wishes to take the employee on holiday with him/her to provide assistance, this will be individually negotiated.

7. Sickness

If you are ill and unable to attend work you should inform the employer as soon as possible so that other arrangements can be made.

7.1 The only payment for sick leave will be Statutory Sick Pay according to the regulations, which will be paid, provided the following procedures are followed:

- The first three days of any sickness period are unpaid. Inform the employer as soon as the employee knows she/he will not be able to come to work.
- For sickness absences of more than seven days, the employee will be required to provide a Doctor's Fitness to Work statement.

8. Maternity Leave

You may be entitled to Statutory Maternity Pay if you satisfy the relevant eligibility criteria. If you do not qualify for Statutory Maternity Pay, you may be entitled to claim Maternity Allowance. Both are payable for a maximum of 39 weeks.

9. Paternity Leave/Adoption Leave/Parental Leave

You may be entitled to statutory payments/leave if you satisfy the relevant eligibility criteria for the new baby.

10. Notice Period

10.1 Following satisfactory completion of your probationary period you will be required to give the employer the equivalent of 4 working weeks' notice. Notice must be given in writing.

10.2 The employer will give the employee notice of 2 working weeks or the statutory minimum (whichever is greater), except in cases of gross misconduct or gross negligence, and the employer may at his/her discretion make payment instead of requiring the employee to work any notice period.

10.3 The employer reserves the right to pay you your basic salary equivalent to the notice period, instead of requesting that you work your notice period.

11. General Rules

11.1 Confidentiality & Security - You must respect the privacy of the employer (and his/her family). Many problems can arise if information is given to others. 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, except with the employer's specific permission. The employer will hold personal information about the employee as personnel records. The employer will abide by the Data Protection Act and share this information only with relevant third parties e.g. HM Revenue and Customs.

11.2 Retainer payments – If the employer is admitted into hospital, planned or unplanned or temporary residential accommodation (respite), planned or unplanned, the employee will be paid a 100% of your standard contracted hours for a maximum of 4 weeks, in any 12 month period (1st April – 31st March). This agreement is subject to you being in my employment for a minimum of 3 months. During this period you are to remain available for work during your 'normal' contracted working times. During this period, you will continue to accrue annual leave, as per your entitlement. If, at the end of the four weeks, the employment needs to be terminated due to the change in the employer's personal circumstances, you will receive notice of the termination of the employment as detailed within this contract, which may include a redundancy payment should you be eligible.

11.3 You are not allowed to have visitors whilst on duty unless the employer has given you permission.

11.4 You are not permitted to make or receive personal telephone calls, except in exceptional circumstances. All calls must be concluded quickly. Mobile telephones must be switched off during your shift, unless agreed otherwise by your employer.

11.5 Smoking whilst on duty is NOT permitted.

11.6 It is important that employees wear clothing and footwear appropriate to the tasks involved i.e. flat shoes and clothing which allows you to move easily.

12. Pensions

Pension arrangements are in line with Government Stakeholder recommendations and if applicable, you will be provided with relevant information.

13. Insurance

The employer shall obtain Public and Employers Liability Insurance._

14. Disciplinary Procedure

If the employee behaves unacceptably or is not performing the job to the expected standard, the employer will follow the formal disciplinary procedure as outlined in appendix A. The grievance procedure is also described in appendix A. The employee should follow this procedure if they have a complaint against the employer.

15. Signatures

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

Please sign and date both copies of this form, one copy for the employer and one for the employee to retain.

Signature of Employee

Date

Signature of Employer

Date

INDIVIDUAL AGREEMENT TO OPT OUT OF THE 48 HOUR MAXIMUM WEEKLY WORKING TIME LIMIT UNDER THE WORKING TIME REGULATIONS 1998.

In times of emergency you may agree to work additional paid hours as agreed with the employer. You agree for the purposes of Working Time Regulations 1998 that you will work longer than 48 hours when necessary for the requirements of the employer and your signature of this agreement confirms your consent.

I.....(name of employee) agree to work more than an average of 48 hours per week within this employment.

If you wish to withdraw from this agreement the employer must give three months written notice of the decision to withdraw.

Signature of employee:

Date:

Appendix A

Disciplinary Procedure

1. Purpose and Scope

This procedure aims to maintain a standard of conduct and to encourage improvement where necessary. The procedure sets out the action which will be taken when disciplinary rules are broken, aiming to ensure fair treatment of the employee at all times.

2. Principles

a. 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.

b. At every stage, employees will have the opportunity to state their case and be represented, if they wish, by a person of their choice who is agreeable to both parties.

c. The employer will initially attempt to resolve problems relating to behaviour or performance through informal discussion. The formal procedures described below will only need to be used if informal methods have proved ineffective or been ignored.

3. The Procedure

Stage 1 – Improvement Note (Verbal Warning)

If behaviour or performance is unsatisfactory, the employee will be given a formal Improvement Note (Verbal Warning), which will be recorded in writing by letter to the employee and remain valid for six months.

Stage 2 - Written Warning

If the offence is serious, if there is no improvement in standards or if a further breach of rules or unacceptable behaviour occurs, a Written Warning will be given. This will explain the reason for the warning and will remain valid for six months.

Stage 3 - Final Written Warning

If conduct or performance is still unsatisfactory, a Final Written Warning will be given making it clear that any recurrence of the offence or other serious misconduct will result in dismissal. The Final Written Warning will remain valid for twelve months.

Stage 4 - Dismissal

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

The employer reserves the right to implement any stage of the above procedure where earlier stages are likely to be ineffective or inappropriate in dealing with the matter.

4. Gross Misconduct

If an employee is suspected of Gross Misconduct they will be suspended immediately until further investigation can be carried out. If Gross Misconduct is confirmed, the employee will be dismissed without notice.

Examples of Gross Misconduct include:

- Theft.
- Damage to property.
- Fraud.
- Incapacity for work due to being under the influence of alcohol or illegal drugs.
- Physical or sexual assault or harassment (either whilst at work or outside working hours).
- Threatening behaviour (whether to the employer or any third party).
- Gross insubordination
- Breach of confidentiality.

- Deliberately or knowingly endangering the employer's safety.

These are only examples. Gross Misconduct is not limited to the behaviour listed above.

Grievance Policy

The aim of this procedure is to settle a grievance fairly, quickly and as closely as possible to the cause of the problem. It is to prevent minor disagreements developing into more serious disputes, and to enable a good working relationship between employee and the employer.

Stage 1

The employee should address any grievance that they may have to their employer through informal discussion.

Stage 2

If the grievance is unresolved the employee will be required to make their complaint in writing to their employer. There would then be a formal meeting and from this stage the employee will have the right of appeal. A companion can accompany the employee at this stage, and further stages. The companion can be a recognised trade union official, or a person agreed by both parties. The companion can speak to the group, or confer with the employee. The companion cannot answer questions on the employee's behalf.

Stage 3

Should the matter still be unresolved at the conclusion of stage 2, a second meeting will be arranged with the involvement of an independent arbitration service that will further advise, or facilitate resolution.

Glossary of terms

Gross pay- This is the amount of money you are paid per hour before any deductions (such as tax and national insurance).

Pro-rata- Annual leave is calculated 'pro-rata' which means in proportion to the number of hours you work each week. You are entitled to 5.6 weeks annual leave pro rata. This means that if you work 20 hours each week, you will receive 5.6 x 20 hours annual leave (112 hours annual leave).

Statutory Sick Pay- This is money paid to employees who are off work through illness for 4 consecutive days. It is paid in place of their normal earnings. To get statutory sick pay the employee must meet a set of criteria. Go to www.direct.gov.uk for more information.

Employees Statement of Sickness- This is a form which you can get from HMRC. If you are off work due to illness for less than 7 days your employer may ask you to fill one out to show if you are eligible for statutory sick pay.

Doctors Fitness to Work- This is a new form which replaces the 'doctor's sick note'. If you are off work for more than 7 days your employer will ask you for a fitness to work note from your doctor. Your doctor will fill it in and explain if you are fit to work, and if not when you are likely to be able to work again.

Statutory Redundancy – This is when an employee or employees are dismissed because they are no longer need to do their job. The employee(s) may be entitled to Statutory Redundancy payment (provided that they meet the criteria outlined on www.direct.gov.uk).

Statutory Maternity Pay- This is time off that all mothers are entitled to before and after giving birth (provided that they meet the criteria outlined on www.direct.gov.uk).

Statutory Paternity leave- This is time off that all biological fathers, or partners of mothers are entitled to (provided that they meet the criteria outlined on www.direct.gov.uk).

Statutory Adoption Leave- This is time off that all adoptive parents are entitled to (provided that they meet the criteria outlined on www.direct.gov.uk).

Parental Leave- Parental leave offers qualifying parents the right to take unpaid time off work to look after their child or make arrangements for their welfare.

Government Stakeholder Pension- Stakeholder pensions work in much the same way as other money purchase pensions. You pay money into your pension to build your pension fund. The managers of the stakeholder pension scheme invest the pension fund on your behalf. The value of your pension fund will be based on how much you have contributed and how well the fund's investments have performed. The Government have set rules on stakeholder pensions to make sure they are safe and fair for people who invest in them. If your employer has 5 or more employees they have to provide access to a stakeholder pension.