

CONTRACT OF EMPLOYMENT

Contract between employer: X

And employee: X

Job Title: Personal Assistant (please see attached job description)

Date of commencement of employment: X

Normal place of work: X

Hours of work: Maximum of

Salary: £

Paid: Monthly

Method of payment: Cheque

Tax and national insurance: Employer is responsible through the
.....Payroll Agency

Holiday Entitlement: Statutory holiday entitlement of 28 days per year (5.6 weeks) for employees working a five day week. Part time employees will have entitlement calculated on a pro rata basis. Leave year begins on the start date of employment. This allowance includes public holidays. At least four weeks notice must be given by employee before any holiday is taken. **Leave must/must not be taken between the following dates_____**. Any holiday not used cannot be carried over into the next leave year. Annual leave must be taken within leave year or it will be lost - payment will not be given to employee instead of them taking holiday. Upon termination of contract: holiday which has been accrued by the employee and not taken will be paid in the final payslip. Any holiday which has been taken by the employee before being accrued will be deducted from the final payslip.

Sickness: The only payment for sick pay will be Statutory Sick Pay. To be eligible for statutory sick pay the employee must:

- In the eight weeks prior to being ill, have average weekly earnings of the amount laid down by law. This is currently £82 per week
- Telephone on the day you become sick and unable to work.
- Have been sick and unable to work on three consecutive days that you were due to work.
- If you have been off work for more than seven consecutive days you must produce a medical certificate.

Pension: None provided

Probationary period: X

Health and Safety: The employer will take all necessary steps to ensure the health and safety of the employee, outlining clearly any hazards and risks, and what action has been taken to minimise them, [these steps include any manual handling issues](#). The employee will report any potential hazards and any accidents no matter how minor.

Manual Handling

[The employee has been made aware of all social service recommendations with regards to manual handling, all of which will be carried out, and all relevant training offered.](#)

Confidentiality:

The employee will respect the privacy of the employer and her child and will not disclose details of their private life, finances, or personal needs to others without the employers permission'.

Period of Notice: The employee will give 3 weeks notice when they want to leave, the employer will give three weeks notice of termination of contract.

Disciplinary procedure: See attached

Grievance procedure: Employee Grievances should be raised directly with the employer and must be dealt with at the earliest available opportunity. Any grievance, which cannot be resolved in this way, may be settled with the help of a third party who shall be agreeable to the employer and the employee.

Insurance: Employer liability insurance with Fish and Company

Training: Disability Equality Training, using hoists, lifting food handling

Staff Appraisal: Staff performance will be reviewed monthly, quarterly, half yearly.

Emergency Cover: In emergency the employee will not leave the employers child unattended even if work hours are finished. The employer will endeavour to provide cover as quickly as possible.

Other employment/outside interests: The employee should not come straight from a nightshift elsewhere to work the next morning etc

Finally you may have specific clauses you want included

Loans/pay in advance: The employer will not make loans or give advances on pay to the employee.

Smoking: up to you

Pets: Best make it clear if you have pets, and if the PA will have to feed etc.

Use of your telephone/their mobile: up to you

Alcohol:

The employee must not have been drinking prior to commencing work, or during working hours

Change in terms:

Any changes to these clauses will be by mutual agreement.

Signed

Employer.....

Employee.....

Date.....

The disciplinary procedure

The disciplinary procedure will be brought into use should the Employee fail to meet the terms of their contract, or if punctuality and reliability become a problem.

The procedure will consist of

Stage One: Oral warning (valid for 6 months)

Stage Two: Written warning (valid for six months)

Stage Three: Final written warning (valid for 12 months)

Stage Four: Dismissal

These stages will only be over-ridden in cases where the employee's behaviour amounts to gross misconduct, and the employee in such circumstances can be subject to instant dismissal.

Gross misconduct.

Any behaviour that seriously endangers the employer or the employer's property or well-being will be seen as an act of gross misconduct.

Such behaviour includes theft, physical assault, threatening behaviour, deliberate damage to property, deliberate neglect.