

CONTRACT OF EMPLOYMENT

EMPLOYER:

Workplace:

EMPLOYEE:

Job title: Personal Assistant

Contracted hours:- per week

The current rates of pay are: -

per hour worked Monday to Friday

per hour worked on Saturday, Sunday and public holidays

Payment will be made monthly by cheque, one month in arrears. Tax and National Insurance contributions will be deducted from your wages, in line with regulations. Advances on wages will not be made under any circumstances. In addition to any national insurance contributions and or tax deducted from your wages, from time to time I may deduct any sums that you owe me as an employer.

Three month's trial

The job is offered on the basis of a three-month's trial. During this period, this contract can be ended by either of us by giving the other one weeks notice. At my discretion, I may make payment instead of requiring you to work the notice period.

Working hours

Your hours of work will be in accordance with verbal arrangements. Flexibility is a fundamental part of the job and will be expected.

You will be paid only for hours worked except for your entitlement to holiday and sick pay. However, if I have asked you verbally to work certain hours but then I do not require you to work some or all of those hours, and I give you less than 72 hours notice, you will be paid for those hours at 50% of the going rate. If I give you less than 24 hours notice, you will be paid 100% for those hours.

Providing cover

From time to time, I may need you to work additional days/times to cover holiday and/or sickness of my other workers. This will be by negotiation.

Sickness

If you are ill, let me know as soon as possible. To give me time to make alternative arrangements, I expect you to give a minimum of 12 hours notice of absence due to sickness unless there are good medical or personal reasons why this is not possible. Ring me as soon as you realise there is a possibility that you might not be in due to ill health. If you get the answer phone leave a message.

If you are sick for more than seven days, you will need to send me sick notes from your doctor. You also need to telephone me 48 hrs before each sick note ends. If you do not do this, I cannot guarantee that there will be work for you on the day you are due to return (because I will find someone else to cover your shift).

Sick pay

The only payment for sick leave will be Statutory Sick Pay, which will be paid in accordance with regulations.

If you are sick for 3 weeks in any 6-month period, due to the nature of the job I reserve the right to review this contract. With your permission, I will seek the advice of your doctor as to the nature of your illness and the prognosis. In the event that I decide it is necessary to terminate this contract due to your sickness, you will be entitled to the appropriate notice (see Termination of contract). The only pay you would be entitled to during the notice period would be Statutory Sick Pay.

Holiday pay

You are entitled to 4.8 weeks (pro rata) paid holiday each year. The holiday year runs from January 1st to December 31st.

NB: the extra days only apply to those who normally work bank holidays, otherwise minimum leave entitlement is 4 weeks. This entitlement will increase to 5.6 weeks from 1 April 2009.

Please give at least 2 weeks notice of any holiday you want to take. Please note, holiday leave is booked on a first come, first served basis, and if someone else has already booked the same week as you want, I reserve the right to refuse your request. If I go into respite accommodation I will normally expect you to take this time as part of your leave entitlement.

Bank holidays and public holidays

If your working day falls on a bank holiday or public holiday, you will be

expected to work, unless you book that day off as annual leave at least two weeks in advance.

Termination of contract

You must give me 4 weeks notice when you want to leave.

Should I wish to terminate this contract for any reason except gross misconduct, I will give you one week's notice for each year you have worked for me, up to a maximum of 12 weeks. I reserve the right to pay you in lieu of you working out your notice.

In case of gross misconduct, due to the nature of the job, dismissal will be instant, subject to the matter being investigated. The sort of behaviour or actions that amount to gross misconduct are: -

- Theft
- Damage to the employer's property
- Fraud
- Coming to work in an unfit state, for example, under the influence of drugs or alcohol
- Verbal abuse to your employer or any third party
- Threatening behaviour, whether to your employer or any third party
- Serious insubordination, this includes any conduct which undermines the employer's independence or self determination
- Serious breach of confidentiality
- Deliberately or knowingly endangering the employer's safety

Pensions

There is no pension scheme. A private funded pension should be arranged if required.

Confidentiality & Security

You must respect my privacy (and that of my family) and maintain a professional approach at all times. You should keep any information gained in the course of working for me strictly confidential and not discuss or refer to my affairs with any other person or third party.

Being on time

It is essential that you arrive at the agreed time. If, for any reason, you are going to be more than 10 minutes late, please ring and let me know. Please do not arrive more than 10 minutes earlier than the agreed time.

Code of conduct

When assisting me, you should: -

- Respect my home. You will be expected to leave things as you found them or return anything which is out of place
- Treat with care any item of equipment. If you are uncertain how to use it, please ask. It is my responsibility to give you clear instructions! Should you accidentally break any of my property, please tell me immediately.
- Not knowingly or deliberately put at risk the safety and health of either you or myself. You must inform me of any health or other matter that could put either of us risk while you were working with me.
- Arrive in a fit state to work the session. This means, for example, you must not be under the influence of alcohol or any illegal substances. (I'm sure you wouldn't think of doing otherwise!)
- If you have a mobile phone, turn it off while working. If there is a particular reason why you need to be contactable, please discuss this with me so we can come to an agreement that suits us both.
- Do not smoke in my house unless with my expressed permission
- Please bring a book or something to occupy you when you are at work, especially when you are doing additional hours. This is because there may be times when there is nothing to do while I am busy.

Any breach of this code will be treated very seriously and may lead to termination of this contract.

Grievance

Any grievance should be raised with me immediately. I will make time to discuss it with you as soon as possible.

Disciplinary procedure

A disciplinary procedure covering unsatisfactory work and gross misconduct is attached.

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

Signature..... (employee) Date.....

Signature..... (employer) Date.....