

CONTRACT OF EMPLOYMENT

Between

Employer -

Address -

and

Employee -

Address -

Any work undertaken by the employee for the employer which has occurred prior to the commencement of the employment under this contract 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 Employee Start Date

1.3 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.

1.4 The employer may from time to time, require you to carry out other duties either on a temporary or permanent basis.

2 Probationary Period

2.1 There will be a probationary period of 3 months. At the end of this period the Employer and the employee will meet to review. If the employee's performance is satisfactory the Employees continuing employment will be confirmed.

2.2 The probationary period may be extended, with reason by the Employer if necessary. During the probationary period the employment maybe terminated by either party giving one week's notice

2.3 The employer may terminate your contract for any reason during the probationary period. During this period you will be entitled to one week's notice of termination, a payment in lieu of notice may be paid.

3 Hours of work

3.1 You are contracted to work a minimum of hours per week.

3.2 Usual days/Hours of work will be.

.....
.....
.....
.....
.....

3.3 The Employer reserves the right to vary your start and finish times and the numbers of hours worked on any given day. You may be required to work overtime including bank holidays according to the employers needs. You may be required to cover shifts of absent employees through sickness and holiday, the employer will endeavour to provide reasonable notice for any request for additional hours.

3.4 The support is reviewed annually which means that the money the Employer receives to purchase assistance may decrease which can therefore mean a decrease in your hours with 4 weeks' notice.

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

4 Rates of Pay.

4.1 Current rates of pay are:

Basic £.....

Bank Holiday £.....

Sleepover £.....

4.2 You must complete a weekly/4 weekly time sheet to be submitted to the Employer.

4.3 The Employer may, in addition to National Insurance and /or PAYE, deduct from your wages any overpayment made or sums you may owe the Employer.

4.4 You will not be paid for any overtime worked that has not been expressly agreed with the Employer prior.

4.5 Payment will not be made for any hours where you have been absent from work without the expressed authority of the employer. This applies to hours comprising a whole shift or part of a shift.

5 Retainer pay.

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

5 Holiday Entitlement.

- 5.1 The Holiday year runs from..... To
Holidays are accrued on weeks/hours worked. Employee's are entitled to 5.6 weeks' of holiday per year which accumulates pro-rata. Bank holidays are included within your entitlement.
- 5.2 You commenced employment with me on
therefore your paid annual leave entitlement based on your contracted hours (pro-rata) up to and including the 31st March is Hours
- 5.3 If you are employed on a permanent basis, based on your contracted hours, in a full leave year your entitlement will be hours
- 5.4 Bank Holidays may be taken as annual leave but otherwise you will be expected to work them where they fall on a working/rota day.
- 5.5 You must give your Employer a minimum of 4 weeks' notice of your intension to take annual leave which will be granted at the sole discretion of the Employer and may only be taken with the Employers consent. Taking annual leave without the Employers express consent may be considered unauthorised absence and result in non-payment of wages for the relevant period and subsequent disciplinary proceedings.
- 5.6 The Employer reserve the right to request you to take two weeks paid annual leave at a time to be determined by them.

- 5.7 In the event of termination of employment, you will be entitled to holiday pay calculated on a pro-rata basis in respect of all annual leave accrued but not taken at date of termination of your employment.
- 5.8 If on termination of employment you have taken more annual leave entitlement than you have accrued in the holiday year, an appropriate deduction will be made from your final payment.

6 Absence.

- 6.1 **Time off** - Flexibility and reliability are an important part for 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 work time unless absolutely necessary.
- 6.2 **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 a waking night shift at another job and then come to work during the day.
- 6.3 **Sickness –**
- a) If an employee is unable to attend work because of sickness or any other reason they must inform their Employer as soon as they are aware of their inability to attend by an agreed method of communication between both parties, so other arrangements may be made.
- b) The Payment for sick pay will be Statutory Sick Pay in accordance with the current government guidance, if the Employee meets the set requirements to qualify.
- c) If the Employee is off for more than 3 days sickness they are required to complete a self-certificate form. The Employee will be required to provide a Medical Certificate if they are absent for more than 7 days.

- 6.4 Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.

7 Notice.

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 your employment in writing, or the statutory minimum whichever is longer.

EXCEPT That: In probationary, you are required to give and entitled to receive one weeks' notice period in writing.

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

8 Confidentiality and security.

- 8.1 The Employee must respect the privacy of the Employer and their family. The Employee must always maintain a professional approach. Keep information gained in the course of their employment confidential.
- 8.2 Breach of Condition 8.1 will be treated as gross misconduct for the purpose of disciplinary action and may result in termination of your employment contract.

9 Disciplinary and Grievances:

- 9.1 Any Grievance 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.
- 9.2 Disciplinary action: 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.**

10 Information Sharing agreement.

10.1 The Employee agrees that at times, their personal details connected with pension scheme and payroll will be shared amongst related companies namely Darlington Association on Disability and the funding provider for the purpose of auditing and arranging payments.

11 This is a permanent/temporary /casual contract. Any changes to terms and conditions will only be introduced after consultation with employees affected by proposed changes.

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

This Statement was issued for employees of

.....

On.....

And supersedes all documentation previously issued.

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

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

DISCIPLINARY PROCEDURE

(Information for employees)

THE AIM OF THIS DISCIPLINARY PROCEDURE

This procedure aims to make a reasonable standard of behaviour is maintained and to encourage improvements where necessary. The procedure set 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 procedure described below will only need to be used when informal methods have proved ineffective all 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. This final written warning will remain 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 practise 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 an 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 unreasonable lateness.