

Employment contract for live-in personal assistant

(Written statement of employment particulars)

1. Parties to this contract. This agreement is made between:	
‘The employer’ whose name and address is:	
And ‘The employee’ (‘you’) whose name is:	
2. Type of contract (please mark <u>one</u> of the options below. This agreement will not be valid if more than one option is marked)	
(a) This is a permanent contract with no fixed end date	
(b) This is a fixed term contract . The end date is:	
3. Job title	
The job description forms part of this contract, and a copy is attached.	
Your job title is:	
4. Hours and residence in the place of work	
a) You are contracted to ensure the role responsibilities as set out in the job description are fulfilled. As tasks can be performed flexibly and on an ad hoc basis your pay accords to the average number of hours that you are expected to be actively engaged on work. The average hours are expected to be:	
b) You will be expected to be available from and to:	
c) You will have off work which will be your free time to do as wish away from the workplace if you will.	
d) The Employer may, in addition to National Insurance and/or PAYE, deduct from your wages any overpayment made or sums that you may owe the Employer from time to time.	

- e) You may be required to work overtime hours including weekends, bank holidays according to the Employer's needs.
- f) The Employee shall live in the place of work named above during the appointment as it is essential for the performance of your duties.
- g) You will be provided with somewhere to sleep [and will be welcome to share in the day-to-day activities of the home] for as long as your appointment in the role lasts.
- h) You will keep the property and contents clean and tidy, not make any alterations or remove anything from the property
- i) Your occupation of the property exists as a licensee, and which will cease to exist with immediate effect upon termination of the contract of employment.

5. Employment start date

The employment start date is:

No previous employment will count as continuous for these purposes.

6. Probationary period

The first six months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. The end date of the probationary period is:

The employer may, at their discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued employment will be monitored. At the end of your probation period, you will be informed if you have been successfully completed your probationary period.

During the probationary period either party may terminate the contract by providing one week's written notice. The employer may choose to give payment in lieu of the notice period worked.

If the employer wishes to end the contract during the probationary period:

- the normal disciplinary procedures will not apply.
- the employer will give feedback to the employee.

7. Hours of work

Full details of your working times, days and periods are provided in the average daily hours agreement for live-in personal assistants which forms a part of this contract.	
8. Rates and methods of pay	
The salary for this role is:	£
Payment will be made in arrears to the employee. Relevant personal data will be confidentially shared with the payroll provider to enable them to process your salary The frequency of payment will be	
9. Pension	
If you earn more than £10,000 per year you will be auto enrolled into a pension scheme. Ask your employer for further information on this and also if you earn under £10,000 per year.	
10. Benefits	
There are no additional benefits being offered in this employment.	
11. Training	
At the commencement of your employment, you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities. Certain job functions may require you to undergo mandatory training. You will be advised of any training in advance.	
12. Tax, national insurance and state benefits	
(a) Tax and national insurance This is formal employment. As such income tax and National Insurance are payable if your wages exceed the thresholds stated by HMRC in the relevant tax year. It is the employer's responsibility to deduct these payments from your wages. However, your co-operation is essential in this. You are obliged to provide a P45 and/or information about your past employment and any other current work so that the necessary deductions can be made. (b) State benefits If you are claiming benefits at the same time as this work, it is your responsibility as the employee to announce this to the relevant authorities. The employer will fully co-operate with all of the above organisations in the event that they require information about your earnings.	
13. Holiday entitlement	

(a) The holiday year

The holiday year runs for a period of one year from the employment start date until one year later.

(b) Holiday entitlement

(i) If you work a **fixed number of hours each week** you are entitled to 5.6 weeks paid holiday per holiday year pro rata to the number of hours you work per week. For each week you take off you will be paid as per your hours in section 7.

(ii) If you work a **variable number of hours each week** your holiday will be calculated based on the statutory minimum of 5.6 weeks per holiday year. Your holiday is calculated based on actual time worked at a rate of 12.07%.

(iii) Regardless of your contract type. No paid holiday may be taken in the first three months of employment.

(iv) For the purposes of this contract bank holidays are treated as normal working days. If you wish to be absent from work on a bank holiday you must request this as paid holiday as set out below.

(v) Holiday cannot be carried over to the following year and pay cannot be offered in lieu of time off except where the employment has ended or if a worker cannot take all of their leave entitlement because they are already on a different type of leave (for example sick, maternity, parental or Statutory Parental Bereavement leave), in agreement with the employer, they may carry over some or all of the untaken leave into the next leave year.

(c) Compulsory holiday

The employer has a legal right to require you to take part of your holiday entitlement on dates chosen by them. You will usually be given one month's notice of this or at least twice as long as the leave period you are required to take. This might occur if the employer is away on holiday or in hospital.

(d) Notice required

You must give the employer a minimum of two weeks' notice when making a holiday request. This is to ensure that appropriate cover can be arranged. The employer will let you know as soon as possible whether it will be possible for you to take holiday on the dates you have requested.

(e) Ending your employment during the holiday year

If your employment ends part of the way through the holiday year any remaining holiday will be calculated based on the number of weeks you have worked in that holiday year. If you have taken more than your holiday entitlement the employer will deduct any overpayment from your final wages. If you have taken less than your holiday entitlement your employer will make an additional payment to you to cover this in your final wage payment.

14. Other paid leave

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

- Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time.

Qualifying parents are entitled to parental bereavement leave in line with statutory entitlements in place from time to time.

15. Retainer fee

If the employer is unable to receive your services e.g. due to a prolonged unplanned hospital stay, there may be an opportunity for you to be paid on a retainer basis.

(a) For Permanent/Fixed Term Contract Staff

(i) If the employer wishes you to visit them in hospital and/or provide work for them while away you will be paid as normal.

(ii) Alternatively you could be asked to take paid holiday given the appropriate notice (see section 11 (b) above).

(iii) The employer reserves the right to put you on a period of short time working or lay off without pay in circumstances where you are not required to work. Only those employees with a guaranteed number of hours or who provide regular work each week will be entitled to receive a retainer fee. The retainer fee will be full pay for the first 4 week period which covers the employer's liability for statutory guarantee pay in the event of any changes which will affect your post; the employer will consult with you at earliest convenient opportunity.

16. Ending employment

(a) You are required to give one month's written notice to end your employment, except during the probationary period, which is referred to in section six.

(b) If the employer wishes to terminate the employment for reasons other than of gross misconduct, such as redundancy, disciplinary or capability issues, the following notice will be given:

(i) During the probationary period one weeks' notice will be given by the employer.

After the probationary period:

(ii) Employees with three months - two years' service will be entitled to two weeks' notice.

(iii) Employees who have worked for more than two years will receive one week's notice for each full year of employment, up to a maximum of 12 weeks' notice.

(c) In certain circumstances you may be paid in lieu of the requirement to work your notice period.

17. Sickness

This section refers to situations where you are sick and unable to attend work as a result.

(a) Statutory sick pay

If your earnings are more than the Lower Earnings Limit (LEL) for National Insurance Contributions you are entitled to Statutory Sick Pay from the fourth day of sickness. If you earn less than the Lower Earnings Limit you are not entitled to any statutory sick pay. The LEL changes each tax year. Details of the current rates that apply are available from the employer.

(b) Notifying sickness absence

You are required to follow the procedure below in the event that you are sick and unable to attend work:

- On the first day of sickness, you must inform your employer that you will not be able to come to work as soon as possible and no less than one hour before your shift is due to start. If possible please give the employer a date on which you plan to return to work.
- If you are not able to give a return-to-work date you should telephone the employer each day to keep them updated.
- If you are sick for more than three days you must complete HMRC form 'SC2: Employee Self Certificate of Sickness'. This can be obtained from:
www.gov.uk/government/publications/statutory-sick-pay-employees-statement-of-sickness-sc2
- If you are sick for more than seven days you must obtain a Statement of Fitness to Work from a registered medical practitioner (usually your GP) stating the reason for your absence from work.
- The employer will keep any sickness certificates you supply for their records.

(c) Your return to work

When you return to work the employer may meet with you to discuss the reasons for your absence and to plan your return to work. This is an opportunity to discuss any ways your sickness has affected your ability to carry out your role. Where appropriate the employer will make reasonable adjustments.

18. Disciplinary and Grievance Policy and procedures

The disciplinary and grievance policy and procedure can be found in Appendix 1 General policies, procedures and conduct.

19. Insurance

The employer will maintain employer's liability and public liability insurance throughout the duration of your employment.

During the course of your employment, the employer may seek advice from their Employment Legal Advice through their Employer's Liability Insurance and/or their Direct Payment's support organisation.

20. Your right to work in the UK

(a) Confirmation of your right to live and work in the UK

By taking up this post, you are confirming that you have current and valid permission to live and work in the United Kingdom and that this permission extends to allow you to work in this post.

(b) Verification and original documents

The employer is required by law to verify your right to live and work in the UK (including your right to take up employment with them).

You will be required to show the employer original copies of the documents that verify your right to live and work in the UK and the employer will take copies of these documents to keep in your personnel file.

(c) Completion of personnel sheet

You are required to complete a personnel sheet with your employer as part of this process.

21. Funding for this post

This post is subject to funding from the Local Authority or NHS and will be subject to review depending on the person's needs and the current Local Authority or NHS policy on Self-Directed Support. In the event of any funding changes which will affect your post, the employer will consult with you at earliest convenient opportunity.

22. Conduct

The conduct expected of the employee is outlined in Appendix 1 and make up part of the terms and conditions of your employment. Failure to abide by these terms and conditions will be viewed as misconduct for the purposes of the disciplinary procedure outlined in section Appendix 1.

23. Signatures

I have read, understood, and accept the above statement of my conditions of employment. I agree to always abide by the terms of this agreement during the course of my employment.

Employee signature:		Print name:	
Date:			
Employer signature:		Print name:	
Date:			

Once signed. Each party will be given a copy of this agreement for their records.

Appendix 1- Conduct and General policies and procedures

Conduct

Terms (a) - (h) below are terms and conditions of your employment. Failure to abide by the terms and conditions outlined below will be viewed as misconduct for the purposes of the disciplinary procedure outlined in section 16 of this contract.

(a) Decision making and following instructions

A positive approach to joint problem solving is encouraged in this role. However, the employer will always take the final decision as to how things are done and what is required.

Repeated failure to follow instructions or training is a serious issue and could lead to disciplinary action.

(b) The working environment

You must respect the employer's property at all times and use it only with permission and as you have been shown.

Intentionally damaging or stealing the employer's property amounts to gross misconduct which could result in your dismissal without notice.

(c) Behaviour

Raising your voice, shouting and/or the use of swear words will not be tolerated in any circumstances and may amount to gross misconduct.

(d) Confidentiality

You must always maintain confidentiality and never pass information on to others (verbally, in writing, via social networking sites or using other online forums) about the employer, their family and other employees without their express written permission.

(e) Timesheets

You are expected to complete your timesheet accurately and promptly at the end of each shift.

Deliberate falsification of hours worked amounts to gross misconduct and may result in dismissal without notice.

(f) Timekeeping and Reliability

You are always expected to arrive on time for your shifts and to work until the end of your shift. Leaving before the end of the shift will only be agreed by your employer in an emergency or in extenuating circumstances.

You must always phone the employer to let them know if you are going to be more than 10 minutes late for a shift and give them an adequate reason why.

(g) Health and Safety

You are expected to co-operate with the employer by making sure you understand and follow all the training and instruction that you have been given and carry out your job safely at all times.

You must take reasonable care not to put other people at risk as a result of what you do or fail to do in the course of your work.

(h) Appearance and personal hygiene

It is important that you respect the fact that the employer will require you to act often on their behalf. Your appearance and personal hygiene can therefore directly reflect upon the employer. As such, you must always be dressed appropriately to carry out the agreed work activities safely and effectively and ensure that you always arrive in a state fit to carry out your duties.

Disciplinary policy and procedure

The purpose of a disciplinary procedure is to:

- encourage improvement in the employee's performance and/or conduct.
- ensure the employer treats the employee fairly.

In the event of poor performance/misconduct on the part of the employee, problems may first be addressed informally by the employer, for example in supervision or via an informal chat. Details of this feedback should be recorded on your personnel record.

If no improvement is made by the employee following this type of informal feedback or if the initial offence is serious enough the employer will instigate a formal disciplinary process as detailed below.

Whilst disciplinary investigations are being carried out, or the employer is seeking advice on disciplinary proceedings, the employer may suspend the employee on normal pay as outlined in section 8 of this contract.

(a) Investigation and disciplinary meeting

If the employer wishes to instigate disciplinary proceedings they will write to the employee giving seven calendar days' notice of the disciplinary meeting. The notification should include:

- the alleged misconduct or poor performance ie what the problem is
- the possible consequences (see sections (b) and (c) below)
- the date, time and location of the disciplinary meeting which will be held without unreasonable delay.
- the employee's right to bring a companion to the meeting.
- copies of any evidence that will be used during the disciplinary meeting e.g. witness statements; supervision notes etc.

The employer will not take any disciplinary action before completing a thorough investigation and holding a disciplinary meeting. The time, date and location of the disciplinary meeting must be reasonable to both parties.

The employee has a legal right to bring a companion to the disciplinary meeting with them.

However, they must first make a request to the employer before bringing anyone with them.

The employee can bring:

- a colleague
- a trade union representative

The companion can:

- present and/or sum up the employee's case.
- speak on the employee's behalf.
- speak to the employee during the hearing.

However, the companion cannot:

- answer questions on the employee's behalf
- speak if the employee does not wish them to
- prevent the employer from putting forward their case/evidence.

At the disciplinary meeting the employee will be offered the opportunity to:

- put forward their views.
- ask questions.
- call relevant witnesses.

(b) Outcome of the disciplinary meeting

The outcome of the meeting will be based on the following factors:

- the seriousness of the offence
- what has happened to other PAs in the past, in similar circumstances.
- the employee's disciplinary record and general performance
- the overall reasonableness of the proposed disciplinary action
- any other relevant circumstances or mitigating factors

The employer will write to the employee within seven calendar days to let them know the outcome of the disciplinary meeting.

(c) Potential outcomes of the disciplinary process

After the disciplinary meeting the employer may choose to take no action, reasonable action (inc. additional supervision or retraining) or issue a disciplinary sanction. Possible disciplinary sanctions include:

(i) First written warning

Where misconduct or poor performance is confirmed the employee will be issued with a first written warning. A further act of misconduct or failure to improve performance within six months will normally result in another disciplinary meeting and possible further sanctions.

When issuing a first written warning the employer will outline:

- the performance problem or misconduct

- the improvement that is required
- the timescale for achieving this improvement (usually six months)
- details of any support, including any training, that the employer will provide.

(ii) Stage 2: final written warning

If after the investigation and disciplinary meeting it is found that the employee's misconduct or poor performance is sufficiently serious it may be appropriate to issue a final written warning instead of a first written warning. Alternatively, the employer may issue a final written warning if the employee has already been issued with a first written warning and has failed to improve in the set timescale.

When issuing a final written warning the employer will outline:

- the performance problem or misconduct
- the improvement that is required
- the timescale for achieving this improvement (usually six months)
- details of any support, including any training, that the employer will provide.

The employee will be informed of the consequences of further misconduct, or failure to improve performance within the set period following a final written warning eg that it may result in dismissal.

(iii) Stage 3: dismissal

Unless the employee is being dismissed for reasons of gross misconduct, they will receive the appropriate period of notice or payment in lieu of notice. Dismissal without notice will only be considered in proven cases of gross misconduct (see section (d) below).

In all other circumstances the employee will only be dismissed if.

- despite first and final written warnings, conduct or performance does not improve, or
- the employee commits an additional offence whilst at another stage of this process.

Dismissal will always be reasonable taking into account all the circumstances.

The employee will be informed as soon as possible of the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal. Employees will be given a written statement of reasons for their dismissal within fourteen days of the dismissal.

(d) Gross misconduct

Acts of gross misconduct are so serious that they may call for dismissal with or without notice and without having to follow a sequence of written / final warnings. However a fair disciplinary process will always be followed, before dismissing an employee for gross misconduct.

If the employee is suspected of gross misconduct they will be suspended pending a full investigation of the alleged gross misconduct.

The following is a list of acts which would normally be considered as gross misconduct:

- theft
- negligent or deliberate damage to the employer's property
- fraud
- assault
- Being under the influence of alcohol or illegal drugs whilst at work
- Deliberate or reckless failure to follow the employer's health and safety rules.
- Disclosure or misuse of confidential information
- Offensive behaviour (eg discrimination, harassment, bullying or abuse)
- Any other offence which is serious enough to significantly break the trust between the employer and the employee.

(e) Appeals

If the employee wishes to appeal against any disciplinary decision they must do so, in writing, giving their grounds for appeal, within seven days of the original decision. The employer will hear the appeal in a formal appeal meeting (the employee again has a right to be accompanied as above) and decide the case as impartially as possible.

In the event of an appeal, the employer will seek advice from their Direct Payment's support organisation and/or their Employment Legal Advice through their Employer's Liability Insurance

Where appropriate the employer may invite a neutral third party or their Direct Payment's support organisation to assist them in making a decision.

Grievance procedure

The employer reserves the right to appoint an agent to act on their behalf at any stage of the grievance/investigation process.

A grievance is any concern, problem, or complaint that you raise with your employer. It may be about your work, working environment or relationships with others in the workplace.

You should initially aim to resolve any problems you have informally with the employer. It is hoped that most problems can be raised and settled during the everyday working relationship to the satisfaction of both parties.

However, if you are unhappy with a particular aspect of the job and you feel unable to resolve the problem informally with the employer this is a grievance. If you feel you have a grievance you should follow the procedure outlined below.

(a) Write a letter to the employer outlining your grievance.

As soon as you believe you have a grievance, you should write to the employer giving them details of your grievance. You may find it helpful to say in your letter how you would like your employer to resolve the problem. You should make sure your letter is dated and that you keep a copy.

(b) Grievance meeting

Once the employer has received your written grievance they will investigate the matter and write to you within seven calendar days to invite you to a meeting to discuss your grievance.

The location and time/date of the meeting will be agreeable to both parties. You have the right to be accompanied by a colleague, trade union representative or other person agreeable to both parties at this meeting. The intention of this meeting is to establish the facts and find a way to resolve the problem.

After the meeting the employer will write to you without unreasonable delay with their decision. The employer will set out, where appropriate, what action they intend to take to resolve your grievance.

(c) Appealing the employer's decision

You have the right to appeal against any decisions that are made during this grievance procedure. If you wish to appeal, please make this request in writing to the employer within five working days of receipt of the grievance response.

In the event of an appeal, the employer will seek advice from their Direct Payments support organisation and/or their Employment Legal Advice through their Employer's Liability Insurance.

Where appropriate the employer may invite a neutral third party or their Direct Payment's support organisation to assist them in making a decision.