

Sample contract of employment*

This is an example only. You should seek further advice on the detail you want to include, making sure it complies with employment law. The text in italics indicates notes for the employer or where the employer should provide further detail.

For more help on employment contracts visit www.gov.uk or www.acas.org.uk or your local support organisation.

Statement of main terms and conditions of employment

Employer's name:

Employee's name:

Date of commencement of employment:

Main place of work: (*insert your address*)

Job title: Personal Assistant

Duties and responsibilities:

Will be as set out in the job description. The employer may require you to carry out other reasonable duties as required.

Probationary period:

There will be a probationary period of (**usually three months*). 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 either party can terminate employment by giving one week's notice.

Hours of work:

Your hours of work will be

(*Insert number of hours*) weekday hours

(*Insert number of hours*) weekend hours

(*Insert number of sleepovers if required*) sleepover(s)

There is a need for the employee to be flexible and these hours may be changed as required according to the employer's needs. Under these circumstances, where hours need to be changed or additional hours worked, the employer will give as much notice as possible.

Lateness:

If you are going to be more than 10 minutes late you are required to contact the employer as soon as possible but at the very latest 30 minutes before you are due to start work

Salary:

As an hourly paid employee, your salary will be £(*insert weekday hourly rate before NIC or Tax deductions*) for weekdays, £(*insert weekend hourly rate before National Insurance Contributions and Tax deductions*) for weekends and bank holidays and £(*insert rate for sleepover before National Insurance Contributions and Tax deductions*) for sleepovers.

Your salary is payable (*insert either monthly or weekly*) and will be paid on (*insert date of salary payment*).

If monthly it could be the third working day of the month or last Friday in the month for example. If weekly insert day of payment) by (insert direct payment into your bank/cheque/cash).

The employer will deduct National Insurance and Income Tax as required by law. The employer may also deduct any overpayment of wages or holiday entitlement.

Pensions:

There is no pension scheme available with employer's contributions however if you are eligible you may be offered access to a Stakeholder Pension scheme.

Time sheets:

You will be required to complete a (*insert either monthly / weekly depending on payment of salary*) signed time sheet and submit this to the employer on (*insert day of the month or week giving time to work out wages or send to payroll agency to ensure wages can be paid on the given date*).

Holiday entitlement:

The holiday year is from (*insert holiday year – usually either 1st January – 31st December or 1st April – 31st March*). Your holiday entitlement must be taken during this period. Payment will not be made for any unused holiday and these cannot be taken into the next holiday period.

The full amount of your holiday entitlement is (*insert number of weeks and days – 5.6 days is the minimum legal requirement – say if this amount includes public and statutory holidays*) per year pro-rata per completed months employment. One week being the equivalent of weekly hours worked (*or pro-rata to hours worked*).

Bank holidays may be booked as holidays.

Holidays must be agreed with the employer at least (*insert how many weeks – four weeks is usual*) in advance. You may not take more than (*insert number of days – 10 days is the usual*) working days consecutively without the employer's prior written consent.

Should you leave employment and you have exceeded your holiday entitlement then this will be deducted from your final pay packet. If holiday entitlement is owed, you will be paid for the outstanding entitlement.

(Take out if this is not appropriate) If it is agreed that you will accompany your employer on holidays as part of the required support, this time will be counted as your normal working hours and you will not be expected to use your holiday entitlement.

Sick leave:

If you are ill and unable to attend work you should inform your employer as soon as possible to enable other arrangements to be made.

You will be entitled to Statutory Sick Pay (SSP) on production of an Employee's Statement of Sickness (form SC2) which must be completed for sick leave of more than three days or a medical certificate for sick leave of more than seven days. These forms must be sent directly to your employer.

Termination of employment:

During the probationary period either party requires one week's notice.

Up to two years of continuous employment you will be given one week's notice.

After two years continuous service, you will be given one additional week's notice for each completed year up to a maximum of 12 weeks' notice.

After satisfactory completion of your probationary period you are required to give *(insert one month or four weeks')* notice in writing irrespective of length of service.

The employer reserves the right to pay your basic salary in lieu of notice instead of requesting that you work your notice period.

The employer reserves the right to dismiss you without notice in cases of serious breach of the terms of your employment, gross misconduct or gross negligence by you.

Confidentiality:

All information regarding the employer, the employer's family and the employer's domestic or personal circumstances is strictly confidential and cannot be discussed with a third party without the Employer's specific permission, or in an emergency situation.

The employer will hold personal information about you as personnel records. The employer will abide by the Data Protection act and disclose this information only to the relevant third parties e.g. HM Revenue and Customs.

Grievances:

Grievances are concerns, problems or complaints that employees raise with their employers.

- If you have a grievance you should go to *(say who the employee should go to with a grievance)*.
- If you are dissatisfied with any disciplinary decision that affects you, you should apply in the first instance to: *(Name of the person an employee application should be made to, or position held.)*
- You should make your application by *(Explain how applications should be made)*

(For more information contact ACAS on 08457 47 47 47 or see their disciplinary and grievance procedures code of practice www.acas.gov.uk)

Disciplinary procedures:

Minor problems will be dealt with and resolved informally.

In cases of more serious problems, depending on the seriousness of the breach of terms and conditions of contract or conduct and performances of your duties, one of the following disciplinary actions may be taken.

- A verbal warning which will be confirmed to you in writing and recorded in your personnel file for a period of *(six months is usual, employer must specify)*.
- A first written warning, which will be confirmed to you in writing and recorded in your personnel file for a period of *(12 months is usual, employer must specify)*.
- A final warning which would be confirmed to you in writing advising that further misconduct could lead to dismissal and recorded in your personnel file for a period of *(12 months is usual, employer must specify)*.

(For more information on disciplinary procedures contact ACAS on 08457 47 47 47 or see their disciplinary and grievance procedures code of practice www.acas.gov.uk/)

Dismissal:

In case of gross misconduct there will be no period of notice given. If you are in your probationary period or first year of employment, only one warning is required before dismissal.

Before any of these actions are taken you will receive a letter setting out the details of the alleged misconduct and inviting you to a meeting to discuss the matter. You will have the right to be accompanied to the meeting. After the meeting you will be informed if any further action will be taken. You have the right to appeal but must do so within 10 working days of receipt of the notification of the decision.