

3.10 Paperwork: Guidance on Completing a Statement of Employment Particulars and Contract of Employment for a PA

It is a legal requirement that as an employer, you must give your employees a document stating the main conditions of employment when they start work. This is known as a 'written statement of employment particulars.' This must include the 'principle statement' and a 'wider statement.' More details on the requirements can be found via [Gov.uk](https://www.gov.uk).

The following document is a sample contract of employment which contains all of the mandatory elements required in a statement of particulars and a wider statement. This version has guidance on how to complete the 'blanks' on the template contract in section 3:10.

Your local independent support project may be able to assist you to develop a person-centred job description to go with the contract of employment (containing the legally required information) Follow this [link](#) to find out about your local service.

Contract of Employment for a Personal Assistant (with guidance on completing the 'blanks' in green):

Statement of main terms and conditions of employment

Employer's name: (insert your name)

Employee's details: (insert their name, address and contact phone number)

Employee's Next of Kin: (insert their name, address and contact number)

Date of commencement of employment: Your period of continuous employment with us starts on the commencement date, and no period of employment with any previous employer counts as part of your period of continuous employment with us.

Main place of work: (insert your address) but you agree to perform your duties in such other place or places as the Employer may reasonably require from time to time.

Job title: (Personal Assistant)

Duties and responsibilities:

You may be required to undertake alternative, additional or ancillary duties from time to time, provided these are compatible with your job. As set out in the job description, attached. *(A copy should be attached)*

Probationary period:

There will be a probationary period of *(usually 3 months but you must stipulate this)* months. During the probationary period either party can terminate employment by giving one week's notice. The employer reserves the right not to apply any applicable capability and disciplinary procedures during the probationary period. When you have completed your probationary period to our satisfaction, the Employer will confirm your continued employment in writing

Hours of work:

Weekday hours: *(add the usual hours of work)*

Weekend hours: *(add the usual hours of work)*

Number of sleepovers: *(add the usual hours of work)*

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. It is a condition of employment that members of the PA team are prepared to transfer duties within the employer's day to day activities. For example, it may be necessary for you to take over some duties normally performed by colleagues when they are on holiday. This flexibility is essential as the type and volume of support is always subject to change, and it allows the employer to operate their life efficiently and gain maximum potential.

Lateness:

You are required to contact your employer as soon as possible but at the very latest 30

minutes before you are due to start work.

Wage:

(Insert hourly rate before National Insurance contributions or tax deductions) for weekdays and for weekends and bank holidays if relevant for sleepovers. Wage is payable (insert, weekly, 4-weekly or monthly) and will be paid on (insert date of wage 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. You authorise the employer to deduct any overpayment of wages or holiday entitlement at any time during employment or on termination of employment.

Time sheets:

You will be required to complete a (insert monthly/4-weekly/weekly depending on payment of wage) 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).

Pension: If you are eligible, the employer is required to enroll you automatically into a pension scheme. Details will be provided to you as required by law (please check section on handbook on pensions to guide you).

Training: (you must insert here (i) any training provided by the employer (ii) any part of that the employer requires the PA to complete and (iii) any other training required which is not paid for by the employer).

Holiday entitlement:

The holiday year is from (usually either 1st January-31st December or 1st April-31st March). Your holiday entitlement must be taken during this period unless the law allows holiday to be carried forward. The full amount of your holiday entitlement is (insert number of weeks/days/hours- 5.6 weeks pro rata is the minimum legal requirement) weeks per year. In the holiday year in which your employment starts and ends, holiday accrues at the rate of 1/12th of the annual allowance per completed month of service (rounded [up OR down] to the nearest [full OR half] day). One week being the equivalent of weekly hours worked. Holidays must be agreed with the employer at least (four weeks is usual) weeks in advance. You may not take more than (ten days is usual) 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. The Employer reserves the right to require you to take holidays during any notice period.

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. If you are within the lower earnings limit 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 from your GP or other treating doctor for sick leave of more than seven days. These forms must be sent directly to your employer.

You can check on the rules relating to the payment of Statutory Sick Pay (SSP) on the ACAS website here:

<https://www.acas.org.uk/checking-sick-pay/statutory-sick-pay-ssp>

You can also check on

Other Paid Leave:

You are eligible for other paid leave, including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave, parental bereavement leave, in accordance with the Employer's current policies as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay.

Termination of employment:

During the probationary period either party requires one week's notice. After you have been continuously employed for one month and after the end of the Probationary Period, the Employer may end your employment at any time by giving you one week's written notice during the first two years' continuous employment and after that, one additional week's notice for each year of service, up to a maximum of twelve weeks' notice.

After satisfactory completion of your probationary period you are required to give four weeks' notice in writing irrespective of length of service. The employer reserves the right to pay your basic wage in lieu of notice instead of requesting that you work your notice period. In these circumstances you may not be employed by any other person or company whilst receiving pay in lieu of notice.

This does not prevent the Employer from ending your employment, without notice or payment in lieu of notice, in a case of gross misconduct justifying summary dismissal without notice, or if you cease to be

permitted to work in the UK

Confidentiality:

All information relating to the employer, the employer's family and the employer's domestic personal or financial circumstances is strictly confidential and cannot be used for your own benefit or used for the benefit of/discussed with a third party without the Employer's specific permission, or in an emergency situation. This remains the case even after employment ends. When your employment ends (or earlier if requested) you must return to the employer or their representative, all property, equipment, records, correspondence, documents and files belonging to the employer.

Other Benefits:

You are not entitled to any benefits other than those set out in this contract

Grievance procedure:

If you have a grievance you should raise this with your employer, however if you do not feel able to do this contact ACAS on 08457 47 47 47 for information or see their Grievance procedure guidance on www.acas.gov.uk/index.aspx?articleid=820

Disciplinary:

- In cases of serious problems, such as misconduct or where the relationship has broken down and 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 maximum period of six months.
- A first written warning, which will be confirmed to you in writing and recorded in your personnel file for a period of six months.
- 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.

Dismissal:

Dismissal is when an employer ends employment - they do not always have to give notice (see dismissal due to gross misconduct below). If an employee is dismissed, the employer must show they have:

- a valid reason that they can justify
- acted reasonably in the circumstances

They must also:

- be consistent – e.g. not dismiss an employee for doing something that they let other employees do
- have investigated the situation fully before dismissing an employee – e.g. if a complaint was made about them

The Employer reserves the right to suspend you from work in order to investigate any claim or allegation which the employer considers could constitute serious misconduct, where relationships have broken down,

where the employer has any grounds to consider that his or her property or responsibilities to other parties are at risk, and/or where the employer considers that your continued presence at our premises could hinder an investigation. During any such suspension you will be paid at the rate of pay to which you would be entitled if you were not subject to the suspension.

Before any formal disciplinary action is taken the employee will receive a letter setting out the details of the alleged misconduct and inviting them to a meeting to discuss the matter. They will have the right to be accompanied to the meeting by a work colleague or a trade union representative. After the meeting they will be informed if any further action will be taken. They have the right to appeal but must do so in writing within 10 working days of receipt of the ~~notice~~ notification of the decision.

Dismissal due to gross misconduct:

If an employee's actions are deemed to constitute gross misconduct, the employer reserves the right to dismiss them without notice.

The following are examples of gross misconduct:

- dishonesty, theft or fraud
- malicious damage
- fighting or assault on another person
- serious incapability through alcohol or illegal drugs
- actions which endanger other employees' safety
- a serious act of

insubordination

Privacy Statement:

I, (insert your name) process all data (information) I hold about you in accordance with the UK General Data Protection Regulation. I am required by law to store securely information for ~~for~~ periods of time.

I share your information with agencies you would expect me to – namely (insert the details of your payroll service if you use one and HMRC). If at any point and for whatever reason, I may require to share your data with another agency, I would discuss this with you first and gain your consent to do so.

The only exception would be if there was judged to be a risk to your safety or the safety of anyone else and it was therefore essential to share any details before this could be discussed with you. In these circumstances, I would be sharing information because I am legally required to do so.

I do not collect data about you that I do not need, and I will not share your data with companies that you would not expect me to.

You have a right to access the data I hold about you.

If you require further information on your rights or if you wish to make a complaint about how I have managed your data,

please contact the Information Commissioner's Office (<https://ico.org.uk/>). This can be done online.

The information contained in this contract contains the particulars required for a written statement under section 1 of the Employment Rights Act 1996. There are no particulars applicable to your employment relating to: (i) non-permanent or fixed-term employment, (ii) collective agreements which directly affect the terms and conditions of your employment, or (iii) working outside the United Kingdom for more than one month.

The employer reserves the right to make reasonable changes to any of your terms and conditions of employment. Such reasonable changes will be notified to you in writing before the date upon which they come into force

This contract is governed by the laws of Scotland.

Signed and dated by employee and employer: (You and your employer must sign and date the document here and both parties must each have a signed and dated copy).