

DRAFT COPY – if you wish to make any amendments to the terms of the Contract please mark them on this copy

Written Statement of Main Terms and Conditions of Employment

Employer Name:

Employer Address:

Employee Name:

Employee Address:

Job Title:

Personal Assistant

Please note that your employer is the **Direct Payments recipient**.

Warrington Disability Partnership is **NOT** your **employer**.

We are a **support service** for **Direct Payments recipients** and **Personal Assistants** in Warrington.

Job Role/Purpose:

The purpose of this role is to act as a Personal Assistant for

Job Description:

The specific duties and responsibilities of the post are set out in the attached Job Description (if one is available).

Place of Work:

At home and in the community.

1: Terms and Conditions of Employment

Your contract is subject to the terms and conditions of service determined by the employer as amended from time to time.

2: Remuneration

Your rate of pay will be:

Hours - £	¾ hrs - £
½ hrs - £	¼ hrs - £
Sleeps - £	

Your normal contracted number of hours per week are:

Hours -	¾ hrs -
½ hrs -	¼ hrs -
Sleeps -	

Payment will be made 4 weekly, in arrears.

Your employer will determine your remuneration and any amendments to your salary will be notified to you.

When requested you will work away from the usual place of work either accompanying the employer or independently of him/her.

When accompanying the employer she/he will pay entrance fees and other costs incurred by mutual agreement.

3: Car Usage

When using your own car you will be paid travelling expenses at a rate of

£

per mile.

When using your vehicle for business use it is your responsibility to arrange business use cover with your car insurance provider.

4: Probationary Period

The first three months of your employment will be regarded as a probationary period, during which an assessment of your duties and work patterns will be made. Following a satisfactory review after three months you will be confirmed in post.

5: Hours of Duty

Your normal hours of duty per week will be.

Hours -

$\frac{3}{4}$ hrs -

$\frac{1}{2}$ hrs -

$\frac{1}{4}$ hrs -

Sleepovers -

Your scheduled hours of work will be determined by your employer having taken account of any related employees and tasks, in line with his/her needs and commitments and discussed with you.

6: Overtime

You may be required to work additional hours subject to the needs of the employer. This will be by negotiation.

7: Retainer Pay

In the event of your employer being hospitalised or admitted to full-time care it may be necessary for your employer to introduce a retainer payment. This retainer payment will be no more than six weeks full pay. Your employer reserves the right to extend retainer pay in exceptional circumstances.

In the event of your employer being hospitalised or admitted to full-time care it may also be necessary to terminate your employment with notice as outlined in Section 14.

8: Deductions from Pay

Any outstanding sums owed by an employee to the employer will be deducted from salary.

Normally this will only occur following discussions with you.

9: Continuous Service (Start Date)

For the purposes of the Employment Rights Act 1996.

The start of your period of continuous service is ?

?

10: Annual Leave

You are entitled to hours ? paid holiday per year.

(ie 5.6 weeks per year pro rata).

Bank holidays are not additional to your annual leave entitlement. Annual leave in the first and last years of service will be calculated on a part year basis and on leaving service you may be asked to pay back any leave taken which has not already been accrued in that year. The Annual Leave year commences April to the following March. Holidays cannot be carried forward to the following year. Annual leave must be applied for in advance and authorised.

11: Sick Pay

When you are absent from duty due to illness, you are required to: inform your employer as soon as possible if you are absent for more than three days, complete a 'self-certification' form SC2 (Employees Statement of Sickness) if you are absent more than 7 days (including Bank Holidays and weekends) you must obtain a 'Fitness to Work Note' from your GP or hospital covering your period of absence. You will be paid Statutory Sick Pay (SSP) for sick leave, according to current statutory rules and regulations. You will be entitled to receive occupational sick pay within a rolling twelve month period in accordance with the scales listed below:

Length of Service	Amount of Sick Pay
1st year of Service	No occupational sick pay will be paid
2nd Year of Service	One week at full pay and one week at half pay (includes SSP entitlement, where applicable).
3rd Year of Service	Two weeks at full pay and two weeks at half pay (includes SSP entitlement, where applicable).
4th Year of Service	Three weeks at full pay and three weeks at half pay (includes SSP entitlement, where applicable).
After 5 years Service	Four weeks at full pay and four weeks at half pay (includes SSP entitlement, where applicable).

SSP is not paid for the first three days of illness. Your employer reserves the right to extend sick pay allowances in exceptional circumstances.

12: Special Leave

Special leave may be granted at the discretion of your employer in circumstances of urgent domestic crisis. It is up to the discretion of your employer and the degree of emergency whether special leave will be paid.

13: Maternity Leave, Antenatal Care and Statutory Maternity Pay

An employee is entitled to the statutory scheme and the entitlements therein at the current time.

14: Termination of Employment

You are entitled to receive the following notice of termination of your employment:

Up to one months continuous employment	no notice given
Up to two years continuous employment	one weeks notice
Two years continuous employment	two weeks notice
Three years or more of continuous employment	one week per full year of employment, up to a maximum of 12 weeks notice for twelve or more years of continuous employment.

You are required to give the employer a minimum of one months notice.

15: Disciplinary and Grievance Procedures

You will be subject to your employer's Disciplinary and Grievance procedures. Employees must comply with the disciplinary and grievance rules and procedures at any particular time. If at any time you feel you have justification for complaint, this should be submitted to your employer. A separate Disciplinary and Grievance procedure is enclosed with this document. The Employer's Disciplinary and Grievance procedure is not contractual.

16: Confidentiality of Information

As a member of staff you may gain knowledge of confidential matters, which may include personal and medical information about your employer. Such information must be considered strictly confidential and must not be discussed or disclosed, except as part of your legitimate duties or professional responsibilities. Failure to observe this confidentiality will lead to disciplinary action.

17: Changes in Working Arrangements

In order to respond flexibly to changes in service needs the employer may require variations to existing working arrangements. Major changes will be subject to consultation and would, in the absence of mutual agreement, be introduced following a period of notice equal to that given by this statement in section 14 (Termination of Employment).

Any future changes in the working arrangements associated with your employment will be notified to you in writing and will be recorded on your personal file.

18: Time Keeping

It is essential that you arrive at the agreed time. If for any reason you are going to be late please try and let your employer know. Your employer will verify timesheets for late arrival.

19: Personal Property

The employer accepts no responsibility for damage to, or loss of, personal property, howsoever caused. You are, therefore, recommended to take out an insurance policy to cover your personal property.

20: Health and Safety at Work

Together with the employer you have a personal responsibility to ensure, as far as reasonably practicable, a safe working environment for yourself. Failure to do so may lead to disciplinary action being taken. A separate Health and Safety Statement is enclosed with this document.

21: Training Requirements

If you feel that you need any training to fulfil your role, please ask your employer. There are various types of training available, including moving and handling, first aid and food hygiene. Please contact WDP for further details, if required.

22: Criminal Convictions

It is a condition of your employment that you advise the employer in writing of any criminal conviction (both already recorded or new whilst in this employment). This does not include minor traffic offences, which do not result in disqualification.