

Applicant No: { MERGEFIELD ApplicantNumber }
Issued: { TIME \@ "d MMMM yyyy" }
Particulars Current at: { TIME \@ "d MMMM yyyy" }

BARNSELY HOSPITAL NATIONAL HEALTH SERVICE FOUNDATION TRUST

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

PARTIES TO THE CONTRACT OF EMPLOYMENT:

Barnsley Hospital NHS Foundation Trust
Gawber Road
Barnsley
South Yorkshire

and

{ MERGEFIELD Title } { MERGEFIELD FirstName } { MERGEFIELD Surname }
{ MERGEFIELD FullAddress }

POSITION: { MERGEFIELD Position_Title }. { IF { MERGEFIELD JobShare } = "-1" "

The post you have been offered is part of a job share and as such will be subject to the conditions of the Trust's Job Share Scheme. A copy of the Trust's Job Share Policy, Procedure and Guidance is available on the Human Resources Intranet site." "" }

POSITION DOCUMENT

A copy of the position document for the post is attached. As a term of your employment you are expected to cover the duties of colleagues in posts of the same pay band or lower and within the same range of knowledge and skills. You may request a review (and re-evaluation) of your position document if you consider that any cover duty, if added to the existing duties, would affect the band of the post.{ IF { MERGEFIELD FtrType } = "C" "

This is a training grade where you will be expected to make satisfactory progress during a normal training period and fulfil the training requirements of the post." "" }

PERSONAL PERFORMANCE REVIEW

In addition to the duties described in the position document, objectives will be set between yourself and your manager in accordance with the Trust's arrangements for personal performance review. You will also be subject to the arrangements in respect of the Knowledge and Skills Framework and the appropriate conditions related to pay progress.

LOCATION

Your normal place of work will be Barnsley Hospital. You are however, required to work in such other places within the Trust's area of operation as the Trust may from time to time reasonably require.

The Trust may, for operational reasons, require you to change your normal place of work. Relocation of this nature will be subject to consultation with you and with reasonable notice.

In such circumstances you may be eligible to receive financial assistance under the terms associated with relocation.

COMMENCEMENT IN THIS EMPLOYMENT

This contract of employment commences on { MERGEFIELD AssignmentStartDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT }.

CONTINUITY OF EMPLOYMENT

For statutory purposes, the commencement date of your continuous employment with Barnsley Hospital NHS Foundation Trust is { MERGEFIELD PersonStartDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT }.

Previous employment with other NHS employers may be counted as continuous for the purposes of certain terms and conditions of employment. For these purposes, your NHS start date will be deemed to be { MERGEFIELD NHSStartDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT }. { IF { MERGEFIELD AssignmentCategory } = "Fixed Term Temp" "{ IF { MERGEFIELD FtrType } = "A" "

This is a fixed term contract to cover the absence of the substantive postholder and will terminate on { MERGEFIELD AssignmentEndDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT }, or on the return to work or termination of employment of the substantive postholder, whichever is the soonest." "" }{ IF { MERGEFIELD FtrType } = "B" "

This is a fixed term contract which will terminate on { MERGEFIELD AssignmentEndDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT }. "" }{ IF { MERGEFIELD FtrType } = "C" "

This is a fixed term contract which will terminate on { MERGEFIELD AssignmentEndDate \@ "dddd, d MMMM yyyy" *MERGEFORMAT } or on cessation of training, whichever is the earlier. It is in the nature of a training contract that the employee is expected to achieve the required qualification. Failure to achieve the qualification at the relevant stage will terminate the contract." "" }" "{ IF { MERGEFIELD chkAnnexU } = 1 "

This is a training contract and, as such, there is a requirement for you to achieve the required qualification. Failure to achieve the qualification at the relevant stages may result in the termination of the contract." "" }" }

TERMS AND CONDITIONS OF SERVICE

General

Your pay and terms and conditions of service will be in accordance with the NHS Terms and Conditions Handbook and the Barnsley Hospital Local Terms and Conditions Handbook and any changes will be either notified directly to you, or incorporated into the relevant handbooks, copies of which can be consulted in the Human Resources Department and on the hospital intranet.

Remuneration

You will be paid monthly by credit transfer.

{ IF { MERGEFIELD chkAnnexU } = 1 "The maximum full time salary for this position is { MERGEFIELD SalaryScaleTo \# £,0.00} per annum (rates valid from 1 April 2009; pro rata for part time staff).

This position is subject to Agenda For Change: NHS Terms and Conditions of Service Handbook Annex U, in accordance with which your pay will be adjusted as follows:

- up to twelve months prior to completion of training: 75% of the pay band maximum of the fully qualified rate;

- more than one but less than two years prior to completion of training: 70% of the pay band maximum of the fully qualified rate;
- more than two but less than three years prior to completion of training: 65% of the pay band maximum of the fully qualified rate;
- more than three years from completion of training: 60% of the pay band maximum of the fully qualified rate.

A local joint agreement has been reached to use transitional points where appropriate.

"{ IF { MERGEFIELD PaymentType } = "Full Time" "Your commencing salary will be { MERGEFIELD Salary \# £,0.00} per annum. { IF { MERGEFIELD chkMinScale } = "1" "This is the minimum of the scale and is provisional pending confirmation of previous NHS service. " "" }The salary range for this Position is { MERGEFIELD SalaryScaleFrom \# £,0.00} to { MERGEFIELD SalaryScaleTo \# £,0.00} (rates valid from 1 April 2009).

" "Your commencing part time salary will be { MERGEFIELD Salary \# £,0.00} per annum. { IF { MERGEFIELD chkMinScale } = "1" "This is the minimum of the scale and is provisional pending confirmation of previous NHS service. " "" }The salary range for this Position is { MERGEFIELD SalaryScaleFrom \# £,0.00} to { MERGEFIELD SalaryScaleTo \# £,0.00} (rates valid from 1 April 2009; pro rata for part time staff).

" }" }NHS Pension Scheme

You will be automatically enrolled into, or continue to be a member of, the NHS Pension Scheme unless you indicate otherwise on commencement of employment. If you do not wish to be a member you should complete a form SD502, obtainable from the Staff Services Department (wages office). A copy of the NHS Pension Scheme guide is also available from the Staff Services Department or online at www.nhspa.gov.uk. This guide may be amended from time to time. Copies of the most current guide are available from the Human Resources Department. The scheme is contracted out of the State Earnings Related Pension Scheme.

Hours of Work

Your normal working week is of { MERGEFIELD ContractHours } hours exclusive of meal breaks. Your hours of attendance will be determined by your manager. However, the Trust reserves the right to vary your attendance hours to meet the needs of the organisation. Any changes will only be implemented following consultation and reasonable notice.{ IF { MERGEFIELD RotaInvolved } = "-1" "

On-Call Duties

The duties of this post require you to participate in an On-Call Rota as required by the Trust." "" }

Annual Leave

Annual leave is allocated and taken in hours.

Your entitlement to annual leave for the current leave year ending { MERGEFIELD AIYrEnd \@ "d MMMM yyyy" *MERGEFORMAT} is { MERGEFIELD LeaveHoursEntThisYr } hours less any leave already taken. Your entitlement for a full year is { MERGEFIELD LeaveHoursEntFullYr } hours.

Annual leave calculations are based on completed calendar months of service.

Arrangements for taking and carry over of leave are stated in the NHS Terms and Conditions Handbook and the Barnsley Hospital Local Terms and Conditions Handbook.

If upon the termination of your employment with the Trust you have received holiday pay in excess of your entitlement to accrued holiday pay, you will be required to account to the Trust for any

excess which may be deducted from any monies owing to you on the termination of your employment. Your signature of acceptance upon this Statement is regarded as written confirmation that the Trust is entitled to make such deductions.

A payment in lieu of any outstanding entitlement to annual leave upon the termination of your employment with the Trust will be made in your final pay.

National Bank Holidays

Bank holidays are allocated and taken in hours. You will be entitled to { MERGEFIELD HolidayHrs } hours in a full year. If you are required to work on a bank holiday, any accrued lieu time must be taken within a period of two calendar months.

Sickness and Other Absences

If you are absent from work on account of sickness or injury, you or someone on your behalf must ensure that your manager is informed of the reason for your absence in accordance with the *Sickness and Absence Procedures and Guidance*, or successor policy, a copy of the current policy is maintained on the Human Resources Intranet site.

Details of the occupational sick pay scheme are contained within the NHS Terms and Conditions Handbook and the Barnsley Hospital Local Terms and Conditions Handbook and any changes will be either notified directly to you, or incorporated into the relevant handbooks, copies of which can be consulted in the Human Resources Department and on the hospital intranet.

Other Absences

Arrangements for the taking of various types of leave are detailed in the Trust's Policies and Procedures, a current version of which is maintained on the Human Resources Intranet site.

Absence which is not in accordance with the Trust's Policies and Procedures or is without the permission of your manager will result in investigation which may lead to disciplinary action and will entitle the Trust in its absolute discretion to withhold payment of contractual and/or statutory sick pay.

Medical Fitness

Your employment is subject to medical fitness. It is a condition of your employment that you may be requested to submit at any reasonable time, to a medical examination by a Medical Practitioner nominated by the Trust. Where an employee refuses to such a request an assessment of medical fitness will be made on the basis of information available to management.

Information Governance and Confidentiality

You are required at all times to understand the organisation's requirements for Information Governance in accordance with

- Data Protection Act 1998
- Freedom of Information Act 2000
- Confidentiality Code of Practice
- Computer Misuse Act 1990
- Trust Policies and Procedures

If you are required to access and/or input to patient information systems then you must ensure that data quality standards are adhered to.

You are required at all times to observe confidentiality and the Trust's *Procedure for Dealing with Staff Concerns Regarding Patient Care or the Activities of the Trust* or successor policy, a copy of which is available on the Human Resources Intranet site.

You shall at all times, both during and after the termination of your employment with the Trust (however determined), keep secret and not use (except to the extent that such disclosure and/or use is authorised by the Trust and/or is required for the proper performance of your duties) any information obtained by you during the term of employment which is of a confidential nature and of value to the Trust without limitation:

- the identity of the Trust's clients' medical records and/or treatment,
- the Trust's financial affairs (including costings, budgets, turnover or other financial information),
- confidential policy documents including the Trust's business plans whether or not in the case of documents they are marked confidential.

This restriction shall apply without limit but shall cease to apply to information or knowledge which shall come (otherwise than by breach of this clause) into the public domain.

Equal Opportunities

It is a condition of your employment that you act in accordance with the Trust's *Equal Opportunities Policy*, or successor policy, which is intended to eliminate discrimination on the grounds of sex, race, colour, nationality, religion, marital status, disability and age. Staff who discriminate against or harass other employees or clients of the Trust will face disciplinary action. A copy of the current policy is available on the Human Resources Intranet site.

Personal Property

The Trust accepts no responsibility for the theft, loss or damage to personal property. You are recommended to take out insurance as far as you think proper against such risks.

Any uniform, protective clothing, keys, identity badge, car park barrier access cards, equipment or other items which may be issued to you remain the property of the Trust and must be returned on the termination of this appointment.

Use of Motor Vehicles

Only officially authorised car users are entitled to use their private vehicles on or connected with the business of the Trust. Authorised car users are required to arrange insurance, which provides cover for business usage at their own expense and to maintain such insurance cover at all times during their employment.

The Trust may require evidence of appropriate motor vehicle insurance and/or sight of your motor vehicle licence at any time during which you are designated as an officially authorised car user or when you are authorised to drive a motor vehicle owned or leased by the Trust.

In the event that circumstances relating to your ability to drive change, then you must inform your manager.

Deductions from Pay

The Trust may deduct from your wages or require repayment from you for any of the following:

- loans
- any monies due from you to the Trust
- excess of holiday taken over entitlement
- excess of expenditure claimed
- excess of any other payment made to you by the Trust
- any money requested in writing to be deducted by you
- any money required by or authorised by statute

The use of the Trust's facilities for which there is a charge confers a responsibility for payment which may be made via a deduction from pay, e.g. use of telephones, photocopying etc.

Should there be any underpayment of wages, the Trust will adjust the next available wage payment by the amount of the underpayment unless prior payment has been made.

Should there be any overpayment of wages, the Trust reserves the right to adjust future wage payments until the overpayment has been recovered and/or to require repayment.

Your signature of acceptance upon this Statement is regarded as written confirmation that the Trust is entitled to deduct at any time monies which you are required to repay the Trust.

Outside Interests

You will not, at any time, during your employment (whether during working hours or otherwise) without the prior written consent of your manager, whether as principal, director, employee, agent, consultant or otherwise, be directly or indirectly engaged, concerned or interested in any other business, profession, trade or occupation whatsoever. Such consent will, however, not be withheld unless, in the reasonable opinion of the Trust, such an interest or involvement is likely to affect your employment with the Trust.

Corporate Governance

You must, at all times, comply with the Trust's Corporate Governance policies including the Trust's Policy and General Guidance to staff on Confidentiality, the Trust's Standing Orders, Standing Financial Instructions and General Standards of Business Conduct. Copies of these policies are held in the Corporate Governance Manual available from the Director of Finance and Information.

Interests in Contracts

You must notify your manager immediately in writing of any Trust contracts for the supply of goods or services to the Trust and/or any such proposed Trust contracts in which you have a financial interest, whether direct or indirect and whether or not the contract proposed is one to which you are personally a party.

Professional Registration

If you hold a 'professional registration' the Trust expects that you will be aware of the requirements outlined in your Code of Professional Practise and or Conduct. { IF { MERGEFIELD ProfBodyName } <> "" }

This position requires registration with the { MERGEFIELD ProfBodyName }.

You must comply with the Trust's *Procedure for Professional Registration*, a copy of which is available on the Human Resources Intranet site. "" }

Period of Notice

{ IF { MERGEFIELD AssignmentEndDate } <> "" "This is a fixed-term contract. Employment hereunder may be terminated before expiry of the fixed-term date by either party issuing the other notice of termination in writing to expire { MERGEFIELD NoticePeriod } weeks after such notice is issued, or upon expiry of the fixed term, if earlier." "The periods of notice applicable to this employment are in accordance with the Trust's *Policy on Periods of Notice*, a copy of which is available on the Human Resources website." }

The Trust reserves the right to terminate employment summarily and without notice in the event of gross misconduct as provided for in the Trust's *Disciplinary Procedure*.

Normal Retirement Age

The policy of the Trust is that the normal retirement age is 65. In accordance with the Employment Equality (Age) Regulations 2006, the Trust will give you at least six months written notice of the date of your intended retirement and inform you of your right to request to continue working.

You may request to continue working beyond your retirement date. The Trust will consider such requests on an individual basis and only in exceptional circumstances.

The NHS Pension Scheme provides for an employee contributing to the scheme to apply for the payment of retirement benefits if they choose to retire at any time between the age of 60 and 65.

Further details of the Trust's retirement policies and associated guidance are available on the Human Resources Intranet site.

The NHS Pension Scheme guide explains options for early retirement and other details of the scheme. The latest copy is available from the Staff Services Department (wages office) or the Human Resources Department or at www.nhs.gov.uk.

CRIMINAL RECORDS BUREAU

Where a position is subject to clearance by the Criminal Records Bureau, the Trust reserves the right to require a Criminal Records Bureau check prior to, and at any time during, this employment. Where those records demonstrate that you are not suitable for the particular position in which you are employed, you may be subject to dismissal.

If during the course of employment you are convicted of any criminal offence (whether related to your employment or not) you must disclose this fact to your Head of Department immediately. Such a conviction may result in disciplinary action being taken against you, up to and including your dismissal. This requirement applies to all posts.

If you fail to declare a conviction, either prior to or during this employment, you may be subject to disciplinary action up to and including dismissal. This requirement applies to all posts.

A copy of the Trust's Criminal Records Bureau Disclosure Policy is available on the Human Resources Intranet site.

POLICIES AND PROCEDURES

Disciplinary Procedure and Disciplinary Rules

Disciplinary action may be taken against you in accordance with the Trust's *Disciplinary Procedure and Disciplinary Rules*, copies of which are available on the Human Resources Intranet site.

Grievance Procedure

Any grievance relating to your employment should be raised in the first instance with your immediate manager. If the matter cannot be resolved informally you may pursue the matter by writing to your manager and, thereafter, in accordance with the Trust's *Grievance Procedure*, a copy of which is available on the Human Resources Intranet site.

Code of Conduct for NHS Managers

If you are a manager you are required to comply with the *Code of Conduct for NHS Managers*, a copy of which is attached. You are also required to comply with the Trust's stated *Leadership Behaviours*, a copy of which { IF { MERGFIELD CurrentEmployeeFlag } = "Yes" "can be obtained from the Human Resources office." "will be given to you during your induction." }

Acceptable Use Policy for Internet, Intranet and Email Services

All staff who have approved access to the Trust’s network services are required to adhere to the Trust’s policy on acceptable usage, a copy of which is available on the Information Department’s Intranet site.

Health and Safety Policies

The Trust will ensure as far as reasonably practicable, the health and safety and welfare of its employees.

Whilst in the employment of the Trust you are required to take reasonable care of your own and other persons health and safety and to cooperate with your employer to enable you to perform your duties.

You are required to adhere to the Trust's Health and Safety policies including the Trust's Control of Infection policies which require that certain staff groups are medically screened and/or inoculated against the risk of infection.

Copies of the Trust's Health and Safety policies are available from your manager. Copies of the Trust's Control of Infection policies are available from the Human Resources Department and the Occupational Health Department.

Tobacco Control Policy

Smoking is not allowed within the Trust’s grounds. Staff who smoke within the Trust’s grounds will be subject to disciplinary action. Staff who leave the hospital site to smoke must adhere to the Trust’s dress code, uniform and workwear policy.

Identity Badge

All staff are required at all times to carry a Trust Identity Badge when working on Trust premises. The procedure for the issue and use of Trust identity badges is available on the Human Resources Intranet site.

Changes to Personal Details

You are required to advise you manager in writing of any changes to your home address, marital status and other personal details relevant to your employment. { IF { MERGEFIELD WorkPermitReq } = "Yes" "

Other Requirements

You are required to hold a valid work permit and to maintain a valid work permit during this employment for as long as your immigration ststus requires it." "" }

Other Policies, Practices and Procedures

Various other policies, practices and procedures exist for the effective and safe operation of the Trust's services and the welfare and interests of those who work for it. All employees are expected to comply with these rules which will be made known to them by their manager.

Signed..... Date.....

(for and on behalf of Barnsley Hospital NHS Foundation Trust)

ACCEPTANCE

I hereby accept this appointment on the terms and conditions of service specified and confirm that the details given are correct. I certify that I have read and understand the Health and Safety, Disciplinary, Grievance and Equal Opportunities Policies of the Trust. { IF { MERGEFIELD JobShare } = "-1" "

I also certify that I have read, understand and agree to the conditions contained in the Trust's Job Share Scheme." "" }

Signed..... Date.....

Enclosures:

Position Document

Code of Conduct for NHS Managers (only enclosed for Manager positions)