

NHS AYRSHIRE AND ARRAN

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT (May be subject to change)

From: NHS AYRSHIRE AND ARRAN

To:

This document gives details of the contractual terms and conditions which affect the above appointment, which may be subject to change. It also constitutes the written statement required under the Employment Rights Act 1996, as amended, and the terms and conditions herein are applicable to your post with NHS Ayrshire and Arran at the date of your appointment.

It comprises of an element of your Contract of Employment which is also deemed to include any requirements of your letter of appointment, your job description, Agenda for Change terms and conditions and any other collective of local agreements.

This contract of employment will supersede any previous contract of employment with NHS Ayrshire and Arran.

POST DETAILS

- (a) Your Post is: ***** with effect from ****.
- (b) A copy of your Job Description detailing the duties and responsibilities of your post should already be in your possession and you are expected to fulfil its requirements as a condition of your employment. This Job Description may be reasonably amended from time to time, depending on tasks needed to suit changing circumstances.

MEDICAL

- (a) Your appointment is conditional upon your passing a medical examination and receipt of a satisfactory medical report.
- (b) NHS Ayrshire and Arran reserve the right to ask you to attend the Occupational Health Doctor or an independent doctor at any time during your employment for the purposes of a medical examination or an interview. You will not be referred to Occupational Health without your informed consent. However, if you fail to attend the Occupational Health Department when requested to do so, without good reason, decisions may be made without relevant medical input.
- (c) Failure to provide accurate information to Occupational Health may result in disciplinary action being taken and could ultimately lead to dismissal.

PROFESSIONAL REGISTRATION

Your appointment is/is not subject to initial and continued registration with the professional body allied to your occupation.

Staff undertaking work which requires professional/state registration are responsible for ensuring that they are so registered and that they comply with any Codes of Conduct applicable to that profession. Proof of registration must be produced on appointment and, if renewable, proof of renewal must also be produced to your manager. Failure to maintain registration, or loss of registration will be treated as a breach of your terms and conditions of employment and may result in your dismissal or transfer to other employment not requiring professional/state registration.

INDUCTION STANDARDS AND CODE OF CONDUCT

Your performance must comply with the “Mandatory Induction Standards for Healthcare Support Workers in Scotland” 2009; and with the Code of Conduct for Healthcare Support Workers, both as amended from time to time, which will be issued by your line manager on your start date (a copy can be obtained online at www.workinginhealth.com/standards/healthcaresupportworker). Failure to adhere to the Standards or to comply with the Code may result in poor performance measures or disciplinary action being taken up to and including dismissal.

CONTINUOUS EMPLOYMENT

For the purposes of the Employment Rights Act 1996 your period of continuous employment as recognised by NHS Ayrshire and Arran commenced on

If you have continuous service with another NHS Health Board or Authority, such service will count for the undernoted purposes, provided service is not interrupted by a break in employment as detailed within the appropriate Agenda for Change Terms and Conditions

- Occupational Sick Pay
- Redundancy Payment
- Point of entry on Salary Scale (as appropriate)
- Occupational Maternity Leave
- Annual Leave and additional service days after 5 and 10 years

Employment outside of the NHS, where it is judged to be relevant to your NHS employment, may be counted as reckonable and aggregated service. Any non-NHS service to be taken into account as reckonable service will be agreed in principle at the time of appointment but will be subject to confirmation from your previous employer(s).

JOB LOCATION

Your job is based at however you may be required to work at other locations throughout NHS Ayrshire and Arran, at the discretion of the employer. Headquarters are based at Ailsa Hospital, Ayr, KA6 6AB.

PAY

- (a) Your pay band is:
- (b) Your Incremental Date is: As per wage slip
- (c) Your Salary Range will be £-£ per annum (**pro-rata for part-time posts**). Previous NHS service may be taken into account in determining your commencement salary in accordance with the relevant Terms and Conditions of Service and organisational guidance on starting salaries. Your commencement salary has been determined from the information provided by you on your application form, however, this is subject to confirmation of relevant service from your previous NHS employer. When this information has been obtained, your commencement salary will be adjusted as necessary and details will be shown on your payslip.
- (d) You will be notified of any amendment to salary either by contract variation/payslip or letter.
- (e) **KNOWLEDGE AND SKILLS FRAMEWORK/PERSONAL DEVELOPMENT REVIEW** – All staff covered by Agenda for Change will have annual development reviews based on KSF outlines. This gives the opportunity to discuss progress in relation to the KSF outline for your post and any development that is required. Individual members of staff are expected to make a commitment to develop and apply their knowledge and skills to meet the demands of the post. In return the organisation makes a commitment to provide appropriate training to assist you to meet the knowledge and skill set out in the KSF outline for the post.

During your departmental induction you should receive a full KSF outline detailing the knowledge and skills ultimately required for your post; together with a foundation KSF outline which focuses on the knowledge and skills that need to be applied from the commencement of your employment coupled with the provision of planned development in the first twelve months. If you do not receive your KSF outline at this time please contact the O&HRD Department.

Pay progression will take the form of an annual increase in pay from one pay point within a pay band to the next as there is a normal expectation of progression. At defined points in a pay band – known as ‘gateways’ – decisions are made about pay progression as well as development.

- (f) You will be paid MONTHLY by Bank Credit on the Wednesday before the last Thursday of the month, subject to a variance in month of December. Part-time staff are paid pro-rata to the full time hours of the grade.
- (g) NHS Ayrshire and Arran reserves the right to recover any overpayments made to you and/or the right to make any deductions required by law or made with your separate written consent.
- (h) NHS Ayrshire and Arran also reserves the right, following investigation, to withhold payment or deduct a day's pay for each day of any unauthorised absence.

HOURS

- (a) Your appointment is **full/part** time.
- (b) The full time hours are 37.5 hours per week.
- (c) Your normal working hours will be per week (exclusive of meal breaks which are unpaid).
- (d) The working week is Monday to Sunday.
- (e) You are/are not required to work shifts.

OVERTIME

Staff on Agenda for Change pay bands 1 to 7 will be eligible for overtime payments for hours worked in excess of whole time hours at a rate of time and a half, except for Public Holidays which will be paid at double time.

Part-time staff working in excess of the full time contracted hours for the post will receive overtime payment when the full time contracted hours for the rota period are exhausted and where extra off-duty/time off in lieu is not taken.

Time off in lieu of overtime payments will be at plain time rates.

ON-CALL

You are/are not required to participate in an on-call rota. Any on-call commitment is pensionable. Payment will also be made for any work performed as a result of a call out. Full details are contained in the Agenda for Change Handbook.

UNSOCIAL HOURS

An unsocial hours allowance is/is not applicable to your post.

Full details are contained in the Agenda for Change Handbook.

PENSIONS

New entrants to NHS Ayrshire and Arran who are aged sixteen but under seventy five will be enrolled automatically into membership of the NHS Pension Scheme.

Our pension scheme is provided by Scottish Public Pensions Agency. This scheme is a qualifying pension scheme, which means it meets or exceeds the government's new standards. All benefits including life insurance and family benefits are explained on the SPPA website <http://www.sppa.gov.uk/>

Once a year, (following 2 years qualifying service) a statement is available online (<http://www.sppa.gov.uk/>). The amount contributed by the government in the form of tax relief would also increase.

If you want to opt out of the pension scheme please follow the instructions in the enclosed fact sheet.

Having opted out you can also opt to rejoin the scheme at a later date subject to certain conditions by contacting the Department of O&HR Development. Refer to the SPPA scheme guide for information and as above.

Contributions for membership will be deducted from your salary at the current rate outlined in the National Health Service Superannuation Scheme for Scotland, Easy to Read Guide, available from the Department of O&HR Development.

COLLECTIVE AGREEMENTS

- (a) Your terms and conditions of employment are governed (and may be changed) by collective agreement negotiated nationally for Health Services (Great Britain); and any other relevant national and/or local agreement with staff side representatives.
- (b) From time to time variations in your terms and conditions of employment resulting from negotiations and agreement with the above nationally negotiated agreements and/or the representatives of the staff side will be separately notified to you in writing or through your payslip and otherwise incorporated in the documents detailed below. Management undertakes to ensure that future changes resulting from these agreements will be entered in the documents, within one month of the change.

ANNUAL LEAVE

- (a) The “annual leave year” is from 1 April to the next succeeding 31 March.
- (b) Your Annual Leave entitlement is hours per leave year. Applications for leave will be submitted to your manager in advance. Leave will be granted subject to the needs of the service.
- (c) New entrants will be entitled to annual leave proportionate to the number of day's service during the leave year of entry. Your leave entitlement for this year is ____ hours.
- (d) Your basic Annual Leave entitlement may be enhanced by length of service within the NHS in accordance with Agenda for Change terms and conditions.

Annual leave, allocated in hours, is based on aggregated NHS service for any time worked within the NHS regardless of a break in service or not.

Entitlement shown below is for a full year based on a 5 day week working 7.5 hours per day. This will be adjusted for those whole time staff working other than a five day week/37.5 hours and for part-time staff and staff who within a leave year commence or terminate employment. Annual leave will be allocated in hours regardless of the working pattern.

On Appointment	27 days	202.5 hours
After 5 years service	29 days	217.5 hours
After 10 years service	33 days	247.5 hours

- (e) Two thirds of the annual leave entitlement will normally be taken between 1 April and 31 December, subject to the needs of the service. Annual leave not taken during a leave year will not normally be carried over to the following year except in certain circumstances in accordance with the annual leave policy. In such cases, you may be allowed to carry forward one working week of basic contracted hours into the next leave year.
- (f) During annual leave you will receive the pay as directed under Agenda for Change terms and conditions.
- (g) Should you fall sick during annual leave you are required to follow the normal reporting and certification procedures as documented in the Sickness Absence section of this document and the Attendance at Work Policy. Periods of annual leave will not be recredited unless the proper reporting/certification procedures are followed.
- (h) There are 8 designated public holidays per annum. For a full leave year the entitlement for all whole time staff equates to 60 hours per year irrespective of the working pattern. Part-time staff entitlement is pro-rata from date of commencement.

Recognised Public Holidays within NHS Ayrshire and Arran are:

25th and 26th December
1st and 2nd January
Good Friday and Easter Monday
First Monday in May
Monday in Mid September

Your public holiday entitlement for this leave year is ... hours.

Where part time staff work on days that are designated as public holidays, the public holiday entitlement should be used to take the relevant public holidays until such times as this entitlement is exhausted. Should a member of staff have exhausted their entitlement in any one year and there are further public holidays, they will either require to use annual leave or alter their working days for the week that includes the public holiday(s).

- (i) In accordance with Agenda for Change Terms and Conditions, employees will not be entitled to an additional day off if sick on a public holiday that they would otherwise have been required to work as part of their basic week.
- (j) If at the termination of your employment with NHS Ayrshire and Arran you have a holiday entitlement which you have not yet taken, you will be required to take that leave during any period of notice. Exceptionally, if at the effective date of termination of your employment there is still annual leave due to you, subject to the provisions of the following paragraph, your contract may be extended to include this leave. Payment in lieu of annual leave shall be made only if you are leaving NHS Ayrshire and Arran. If you are summarily dismissed you will only be paid for any outstanding annual leave accrued with respect to any entitlement within the Working Time Directive.

- (k) If, when you leave NHS Ayrshire and Arran, you have already taken leave in excess of your entitlement, the organisation will use the right to deduct the equivalent sum from any monies owing to you at the date of termination and to invoice you any monies which cannot be recovered from your final pay, which you are contractually obliged to repay.

SICKNESS ABSENCE

The sickness absence procedure is detailed in the Promoting Attendance at Work Policy, which may be referenced in the Policy Manual available within your Department, on the NHS Ayrshire and Arran Intranet or from the Department of O&HR Development. You are expected to maintain full attendance at work. Unacceptable levels of absence are addressed in accordance with the procedures laid down in the Promoting Attendance at Work Policy.

Absence from duty for any reason should be IMMEDIATELY notified to your supervisor or manager using the appropriate local procedure. You should familiarise yourself with these procedures immediately on commencement of employment. If you are absent from work because of an accident for which you are claiming against a third party, you do not have the right to occupational sick pay during this absence. However an advance of pay may be given if certain conditions are met such as signing an undertaking to pursue and return to your employer the sums advanced. Failure to adhere to local reporting and certification procedures will result in the non-payment of occupational/statutory sick pay where the absence is on account of sickness or injury and disciplinary action may be taken.

If the sickness or injury continues beyond 3 calendar days, you are, in accordance with the provisions of the Occupational Sick Pay Scheme and the Statutory Sick Pay Scheme, required to submit a Self-Certification form to arrive not later than the 7th calendar day, or last day of absence, whichever is the earlier. The organisation may, however, require Self-Certification forms or a doctor's statement to be submitted for absences of less than 4 days duration.

When the absence continues for 8 calendar days or more, in addition to completing a Self-Certification form (as above), a doctor's statement must be submitted at the same intervals as required for Social Security purposes.

If, on a medical certificate or "fit note", your doctor recommends any adjustments to your duties, hours or working conditions to facilitate your return to work, you are required to co-operate with respect to the possible implementation of such changes, notwithstanding the fact that the advice on a fit note is not binding on NHS Ayrshire and Arran.

Occupational sick pay entitlement is as set out in the Agenda for Change Terms and Conditions. An employee absent from duty owing to sickness, and who has complied with the requirements for reporting and certification of absence from duty will be eligible to receive payment under the Occupational Sick Pay Scheme, up to a maximum of (see below), in any 12 calendar months as follows:

PERIOD OF CONTINUOUS SERVICE ON FIRST DAY OF ABSENCE	FULL PAY	HALF PAY
During 1 st year of service	1 month	2 months
During 2 nd year of service	2 months	2 months

During 3 rd year of service	4 months	4 months
During 4 th and 5 th years of service	5 months	5 months
After 5 years of service	6 months	6 months

Full Pay is defined as the Occupational Sick Pay Allowance made to an employee on paid sick leave inclusive of Statutory Sick Pay and shall not exceed the employee's normal pay for the period. Where it does, the occupational sick pay allowance will be reduced accordingly. **Half Pay** is defined as half the amount normally payable for the period except that half pay plus SSP, or State Benefit together must not exceed full pay. Where it does the half pay will be reduced accordingly.

Failure to submit appropriate certification within the timescale specified will result in payment being withheld.

OUTSIDE EMPLOYMENT AND FINANCIAL INTERESTS

You must not engage in any activities outside the organisation for which you receive remuneration without first obtaining consent from NHS Ayrshire and Arran. This condition of employment is necessary to protect NHS Ayrshire and Arran where your activities, in the organisation's opinion, interfere with your work for the organisation or are prejudicial to its' interests.

DISCIPLINARY AND APPEAL PROCEDURES

The disciplinary and appeal procedures to which you are subject are outlined in the Management of Employee Conduct Policy which may be referenced in the Policy Manual available within your Department, on the Intranet or from the Department of O&HR Development.

- (a) You fall into the category of employee who may only be dismissed by a decision of an appropriate Senior Manager.
- (b) If you are dissatisfied with a dismissal decision your appeal will be heard by an appropriate Assistant Director/Director.

CRIMINAL OFFENCES

If you are charged with, or convicted of a criminal offence whilst you are employed by NHS Ayrshire and Arran, you must report this immediately to your manager. Disciplinary action will not be taken automatically against you as a result of charges or conviction but may be investigated in accordance with the Management of Employee Conduct Policy, prior to a decision on any action. Each situation will be considered individually on the basis of whether the conduct warrants action because of employment implications or because it is unacceptable to other employees.

If your post is one that requires a Criminal Convictions check by Disclosure Scotland in accordance with legislative requirements, NHS Ayrshire and Arran retains the right to request that any further disclosure is sought should it be considered necessary.

GRIEVANCE PROCEDURE

If you seek redress of any grievance relating to your employment, you should communicate your grievance, as soon as possible, with your immediate supervisor. If the matter is not settled at this level, you may pursue it in accordance with the Grievance Procedure, details of which may be referenced in the Policy manual available within your Department, on the Intranet or from the Department of O&HR Development.

CONFIDENTIALITY

You are required to adhere to the NHS Code of Practice on Protecting Patient Confidentiality. A copy of the Code is available within your Department or from the Department of O&HR Development.

No confidential information coming into your possession, directly or indirectly through your work in the organisation may be disclosed to any unauthorised person. Any breach in confidentiality may result in disciplinary action. If, in relevant circumstances, you are uncertain whether a person is/is not "authorised" to receive such information or whether the information is/is not confidential, you should seek advice from your line manager.

I hereby agree both during my employment with NHS Ayrshire and Arran and after it ends:

- (a) Not to copy, use or modify any copyright works, software, designs, text, records, administrative and financial material and systems originated by NHS Ayrshire and Arran unless it forms part of my normal job description to do so.
- (b) Not to modify, copy or use copyright works, software, designs, text, records, administrative and financial material and systems originated by other persons or organisations, without written authority
- (c) To return all property which I have in my possession or control and belongs to NHS Ayrshire and Arran including any copyright works, software, designs, text, records, administrative and financial material and systems; and to return all property which I have in my possession or control and which was obtained by NHS Ayrshire and Arran from any third party. In addition, I will not make any further use of such property, software or documentation without NHS Ayrshire and Arran's previous permission.
- (d) All copyright works, software, designs, text, records, administrative and financial material and systems originated by me during the course of my appointment with NHS Ayrshire and Arran and in connection with my appointment within NHS Ayrshire and Arran shall vest in the organisation.

ACCEPTABLE USE OF INTERNET AND E-MAIL

Members of staff are provided with access to personal computers including e-mail and internet facilities to assist them in their work. All users should ensure that what they are doing does not:

- Break the law
- Bring the Organisation into disrepute or place it in a position of liability

- Violate any provision set out in any Organisation policy or contravene the Organisation's standards of conduct
- Cause damage or disruption to the Organisation's systems or business
- Contravene the Data Protection Act 1988 or Caldicott requirements

Examples of this include; the deliberate transfer of virus infected files, copyright material, material legally judged to be defamatory, offensive, abusive, pornographic or obscene and material protected by "Trade Secret". Ignorance of either the content of the material or the relevant law is not an acceptable defence.

PROTECTING HEALTH CARE WORKERS AND PATIENTS FROM HEPATITIS B, HEPATITIS C AND THE AIDS VIRUS

All health care workers are required to follow general infection control guidelines and adopt safe working practices to prevent Hepatitis B, Hepatitis C or HIV transmission in health care settings.

All procedures are elaborated upon in the Control of Infection Manual held in Ward areas or by the Control of Infection Nurse and these sources should be consulted for further information.

POLICY RELATING TO STAFF WITH BLOODBORNE VIRUS INFECTION

All staff employed in posts which involve exposure prone procedures must adhere to the policy and be assessed fit to perform EPPs by Occupational Health. Where an employee is not able to perform EPPs, Occupational Health will notify the appropriate manager that the employee is "fit with restrictions" and is unable to perform EPPs. The health status of the individual will not normally be notified to management.

Staff undertaking non-EPP posts who could have direct contact with blood, bloodstained body fluids or patients' tissues in the course of their work activities will be offered and strongly advised to be immunised against Hepatitis B in line with the Immunisation Policy including recall for boosters and further antibody checks. Failure to adhere to the policy may result in action in accordance with the Management of Employee Conduct Policy.

TRADE UNION/PROFESSIONAL ORGANISATIONS

NHS Ayrshire and Arran is committed to Partnership Working with Trade Unions and Professional Organisations and therefore supports your right to join and remain a member of a Trade Union or Professional Association. However, you also have a right not to join a Trade Union or Professional Association if you so wish.

PERSONAL PROPERTY

NHS Ayrshire and Arran does not accept any responsibility for loss or damage to personal property, with the exception of property handed over and accepted on behalf of NHS Ayrshire and Arran for safe custody. You are therefore advised to cover yourself against any such risk by taking out appropriate insurance.

PERIOD OF NOTICE

Entitlement to receive or give notice of termination of your employment is as indicated below:

From the Employer: Employees are entitled to one weeks notice for each year of continuous service, up to a maximum of 12 weeks

From the Employee: 12 weeks

NHS Ayrshire and Arran reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than you working out your notice period). This provision, which is at NHS Ayrshire and Arran's discretion, applies whether notice to terminate the contract is given by you or by NHS Ayrshire and Arran.

There is no entitlement to notice or payment in lieu of notice in the event of summary dismissal. Should you leave without giving proper notice and without the agreement of your manager, NHS Ayrshire and Arran reserves the right not to pay you for each day not worked during the notice period.

REFERENCE DOCUMENTS

The following documents form part of this statement:

NHS Code of Confidentiality KSF Outline for this post (where available)

NHS Superannuation Scheme Booklet Letter of Appointment

Job Description

ACCEPTANCE

I hereby accept this appointment on the terms and conditions stated therein, and also in the reference documents referred to.

I understand that if I fail to meet any requirements of my overall Contract of Employment the organisation may regard this as grounds for terminating my employment.

I also acknowledge receipt of all supplementary documentation referred to as issued within this Contract of Employment.

POST OF:

DATE OF APPOINTMENT:

NAME:

PAY NUMBER:

Eess ID No:

SIGNATURE:

DATE: