

**STATEMENT OF WRITTEN EMPLOYMENT PARTICULARS**

**NAME:** *Forename Surname*

**JOB TITLE:** *Title*

**BAND:** *Pay Band*

**1. MAIN TERMS AND CONDITIONS OF SERVICE AND COLLECTIVE AGREEMENTS**

In accordance with the requirements of the Employment Rights Act 1996, this contract sets out the terms and conditions of your employment. The terms and conditions attached to this appointment will be determined by the NHS Staff Council, in accordance with Agenda for Change Terms and Conditions Handbook (as amended from time to time) which has been collectively agreed. Any change to your contract of employment will be made by agreement with you individually or by collective national agreement or as delegated by the NHS Staff Council for local agreement.

**2. MANAGERIAL AND PROFESSIONAL RELATIONSHIPS**

Details of any responsibilities for staff, which are part of the post, are contained in the attached job description.

**3. COMMENCEMENT DATES**

**Date commenced in post – *insert date***

**Continuous Employment Dates:**

***Employing Organisation – insert date***

Please note your continued employment will remain subject to any employment checks that are outstanding at the point you commenced in post. You must ensure any outstanding pre-employment checks are completed within 30 days of your start date. Failure to do so may result in termination of your Contract of Employment

## **Continuous Service for statutory purposes**

For statutory purposes, your start date for continuous employment started from the date of commencement with the [\[insert employing organisation\]](#) as set out above.

The date of continuous service also includes any previous service transferred via the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or statutory transfer order.

## **Reckonable Service**

Continuous previous service with a previous NHS employer will count as reckonable service in respect of NHS agreements on redundancy, occupational maternity leave/pay and occupational sick pay, subject to any limitations and exceptions as set out in the NHS Terms and Conditions of Service Handbook. Annual leave entitlement will be calculated on the basis of aggregated NHS service when verified. For all purposes except sickness and redundancy payment calculation, a break in service for reckonable service purposes, will be regarded as three months. For sickness and redundancy payment calculation purposes the [\[insert employing organisation\]](#) will regard service where the break is less than 12 months as reckonable service.

Your NHS reckonable service is subject to confirmation from your previous NHS employer(s).

There is no probationary period that applies to this appointment. You will not be required to work outside of the United Kingdom.

## **4. PERFORMANCE AND DEVELOPMENT**

The duties of the post are outlined in your Job Description and Person Specification and may be changed by mutual agreement from time to time.

You are employed in the belief that you have been trained or will have received training or are qualified and/or skilled for the work in which you are engaged, and it is expected that these skills will be consistently demonstrated during the course of your employment. Poor performance could result in formal action in accordance with [NHS organisation](#) policies.

In accordance with the appropriate [NHS organisation](#) policy you will be required to take part in a Performance and Development review in line with the Knowledge and Skills Framework (KSF) and further details will be provided by your manager.

At no time should you work outside your defined level of competence. If you have concerns regarding this, you should immediately discuss them with your manager/supervisor. You have a responsibility to inform your supervisor/manager if you are not competent to perform a duty. You will be advised during your induction of the arrangements available to you to access advice and support, both during and outside of normal working hours. If you are a supervisor/manager, you

need to have a working knowledge of the requirements of the relevant professional body or educational establishment.

## **5. TENURE OF APPOINTMENT**

### **Option**

Your employment with the *NHS organisation* is permanent i.e. the appointment will continue until such time as terminated by either party in accordance with the termination provisions of this contract

### **Option**

Your employment with the *NHS organisation* is *Tenure* until *End Date* for *Length* due to *Reason*.

The Appointment shall [*commence OR be deemed to have commenced*] on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates without the need for notice unless previously terminated by either party giving the other notice in writing as per the table below.

Bands 1-6	4 weeks
Bands 7	8 weeks
Bands 8 & 9	12 weeks

## **6. NORMAL PLACE OF WORK**

Your normal place of work will be *Department, Base, Address*. There may be occasions when you will be requested to work at other locations within the *NHS organisation* and the organisation reserves the right to reasonably transfer you, following consultation, to any of its locations, in accordance with the needs of the service. In such circumstances, a change of base may carry an entitlement to excess travel payments.

If you are employed on a rotational post it could be a requirement for you to work in various locations and you will be notified if this is the case. Excess mileage is not payable in these circumstances.

## **7. CONDITIONS OF EMPLOYMENT**

- Successful completion of any satisfactory employment checks that are outstanding at the point you commenced in post. You must ensure any outstanding pre employment checks are completed within 30 days of your start date. **You must ensure you have the Right to Work in the UK at the point of starting your employment and throughout your continued employment with the organisation. Failure to maintain Right to Work in the UK will be treated as a breach of your terms and conditions of employment and may result in immediate termination of your employment. You shall**

immediately notify us if you cease to hold the Right to Work in the UK during your employment.

- If you undertake work which requires professional/state registration you are responsible for ensuring that you are so registered. 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 termination of your employment. You shall immediately notify us if you cease to hold **the professional registration relevant to your role, during your employment**, or become subject to any inquiry, investigation or proceeding that may lead to the loss of the qualification **or registration**.
- Your employment, and continued employment, is conditional upon having and retaining all the relevant educational, vocational, professional and any other relevant qualifications that you have stated you had when you completed your application form.
- Satisfactory Disclosure and Barring Service checks where applicable. Any failure to disclose previous criminal convictions cautions or live investigations may result in disciplinary action, in accordance with the «[NHS organisation](#)» Disciplinary Policy.
- Disclosure of any secondary employment or paid employment.
- The provisions of any code of conduct particular to your staff group. e.g. Code of Conduct for Managers, Healthcare Support Worker's Code of Conduct

Any breach of the above may result in disciplinary action in accordance with the [NHS organisation's](#) disciplinary policy and/or termination of your employment.

## **8. DISCLOSURE OF CONVICTIONS, CAUTIONS AND REPRIMANDS**

If you are convicted or found guilty of a criminal offence you are required to inform your manager as soon as possible. Failure to disclose such convictions or findings of guilt could result in disciplinary action, which may result in dismissal. This includes any charges or cautions.

At any time during the period of your employment, you are required to inform your manager of any child protection or vulnerable adult investigations which you may be subject to, both inside and outside of the workplace.

**The organisation is committed to safeguarding children and adults at risk of harm, abuse, neglect and exploitation. All employee's, agency workers, volunteers and those with honorary contracts of the UHB/Trust have a statutory responsibility to comply with all relevant legislation, including the duty to report all alleged, suspected and identified abuse of children and adults at risk along with the duty to comply with all applicable training.**

All employee's, agency workers, volunteers and those with honorary contracts working within our NHS organisations must be aware of their responsibilities to comply with the Wales Safeguarding Procedures and UHB/Trust Safeguarding policies, procedures and guidance as well as Disclosure and Barring Service requirements. Employee's, agency workers, volunteers and those with honorary contracts are required to act in such a way that at all times prevents harm and safeguards the health and well-being of children and adults. Any allegation of abuse of children or adults by a UHB/Trust employee, or concerns raised regarding their conduct in their private or professional lives, which may pose a transferable risk to others, will be taken seriously and treated in accordance with appropriate policy and legislation.

## **9. CURRENT DRIVING LICENCE AND VEHICLE DOCUMENTS**

If your post requires you to drive, you must possess a current valid full driving licence.

In the event that your licence is withdrawn, you must inform your manager immediately. In certain circumstances, this may affect your employment status with the current post and, although consideration will be given to redeploying you to a suitable alternative position, this may result in the termination of your employment.

If using your own vehicle, you must ensure that that the vehicle is covered by adequate business insurance, and ensure the vehicle is taxed and holds a valid MOT Certificate. Where there is a failure to comply with these requirements, this could result in disciplinary action.

Employees who use their cars to transport equipment must ensure their vehicle insurance has adequate cover for the nature of work and goods transported, this may include, though not be limited to; clinical/hazardous waste etc.

Annual Duty of Care checks may be taken by NHS Wales Shared Services Partnership (NWSSP) via the expense system (where the employing organisation has instructed NWSSP to do so). These checks will include driving licence, vehicle insurance (this cover should be fully comprehensive and cover business use), vehicle tax and MOT. Where an employee is non-compliant with any of the checks, the ability to claim mileage will be withdrawn. Where applicable, you will be required to provide the required information to your line manager.

## **10. EXPENSES**

Expenses incurred in the course of your duties will be reimbursed to you in accordance with the NHS Terms and Conditions of Service Handbook.

## **11. HOURS OF WORK**

Option 1:

Your normal working hours shall be [TIME] to [TIME] on [Mondays] to [Fridays] inclusive with an unpaid lunch break of [30] minutes. These hours and days are not variable.

Option 2 (For shift workers):

Please insert text outlining the following information: -

- (i) Normal working hours (insert);
- (ii) The days of the week the worker is required to work (insert), and
- (iii) Whether or not such hours or days may be variable, and if they are how they vary or how that variation is to be determined (insert);
- (iv) The length of their lunch break and whether this is unpaid.

Your manager will give you a reasonable amount of notice of any changes to shift patterns.

You may, at the request of your manager, be asked to undertake such additional hours as may be necessary for continuity of service or for reasons of service demand. The rules for being given time off in lieu or overtime payments are outlined in the Agenda for Change Terms and Conditions of Service Handbook.

Your normal pattern of work will be determined by your manager following discussion with you and will take account the needs of the service and the Working Time Regulations 1998. The *NHS organisation* reserves the right to change your working arrangements due to changes in the requirements of service needs. In such circumstances, the *Organisation* will discuss such changes with you and provide you with reasonable notice prior to such a change being implemented.

Under the Working Time Regulations 1998 you should not work more than an average of 48 hours per week based on a 17-week reference period. As such the *NHS organisation* is required to be aware of all the hours you work regardless of whether this is for the *NHS organisation* as overtime, bank, agency or with another employer. You are, therefore, required to notify your manager of any such hours worked as these occur.

## **12. REMUNERATION**

The full time current salary pay scale applicable for the band you are appointed to is *Pay Range* per annum, based on 37.5 hours per week, pro rata if you work part time. The pay scale is reviewed annually in accordance with the National Pay Review body. This will be paid monthly by direct debit to your bank account/building society. Payment will be made on or around the \*\* day of every month or the last working day before the \*\* where the \*\* falls on a weekend or bank holiday.

Previous NHS service at the same or a higher grade may be taken into account in determining your commencement salary in accordance with the relevant Agenda for Change Terms and Conditions of Service. 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.

Additional hours worked may be on a paid basis or may attract time off in lieu in accordance with the [NHS Terms and Conditions of Service Handbook](#).

For work outside of normal hours an enhancement will be paid in accordance with the [NHS Terms and Conditions of Service Handbook](#).

If applicable to your post you may be required to participate in an on-call system for which you will be entitled to a rate of payment in line with [the Harmonising On Call Arrangements agreement](#) of 31 May 2012.

## **13. PAY PROGRESSION AND PAY STEPS**

Pay progression in Wales will be in line with Annex 23 of the NHS Terms and Conditions of Service and the All Wales Pay Progression policy which include the specific pay progression standards which set out requirements which need to be demonstrated before staff are able to progress to their next pay step point on their pay step date. These standards are:

- i. The appraisal process has been completed within the last 12 months and outcomes are in line with the organisation's standards.
- ii. There is no formal capability process in place.
- iii. There is no formal disciplinary sanction live on your record (the Pay Progression policy expands on the specific application of this provision in paragraph 5.4.4) (available from your manager or from the organisation's intranet pages).
- iv. Statutory and/or mandatory training has been completed.
- v. For line managers only – appraisals have been completed for all your staff as required.

## **14. STATUTORY AND MANDATORY TRAINING**

You will be required to undertake internal statutory and mandatory training as part of your induction and on a regular basis thereafter. This will take the form of e-learning which will be facilitated via Electronic Staff Record (ESR).

Dependent on your role and duties, you may be required to undertake further training specific to your role. You will be informed if this is the case. If you are required to bear the cost of any additional training, you will be notified of this.

## **15. MATERNITY/ADOPTION/PATERNITY LEAVE**

Your rights are set out in your organisation's maternity, adoption and paternity leave policies/guidance in line with the NHS Terms and Conditions of Service Handbook and statutory regulations.

## **16. DEDUCTIONS/OVERPAYMENTS**

The NHS *organisation* reserves the right to withhold salary and benefits or make deductions from salary/wages in respect of unauthorised absence from work, overpayment of salary and/or expenses.

Whenever monies are to be recovered, the *NHS organisation* will aim to do so in a fair and reasonable manner.

In accordance with Welsh Government guidance, the *NHS organisation* must pursue the recovery of all amounts due, to it, as a result of such overpayments and will do so in line with their Overpayment Policy.

All debts must be recorded, by the *NHS organisation*, regardless of whether an agreement of repayment has been reached with the debtor.

The *NHS organisation* will ensure a consistent approach is taken when dealing with each recovery of overpayment.

## **17. PENSIONS**

Most NHS employees are entitled to join the NHS Pension Scheme (NHSPS). Unless you are restricted from NHSPS membership, you will be automatically enrolled. If you are excluded from NHSPS membership, and depending on whether you meet specific qualifying criteria, you will be automatically enrolled into an alternative pension scheme. Even if you do not meet automatic enrolment criteria, you may ask to be given access to a workplace pension scheme.

In order to establish your entitlement, it is important that you have completed the New Joiner Questionnaire as part of your sign up when you first join the organisation.

If you wish, however, you may opt out of either scheme and make your own pension arrangements. If you are considering opting out of either Scheme you should take independent financial advice.

## **18. ANNUAL LEAVE AND BANK HOLIDAYS**

The annual leave year is 1<sup>st</sup> April – 31<sup>st</sup> March and all leave is granted subject to the arrangements that apply to your department and the approval of your manager.

For staff who work 37.5 hours spread over a five day week, the leave entitlement per leave year is as follows:

<b>Length of Service</b>	<b>Annual Leave Entitlement</b>	<b>Annual Leave Entitlement (Hours)</b>
On appointment within the NHS	28 days plus 8 Bank Holidays	210 hours and 60 hours for Bank Holidays
After five years' service	30 days plus 8 Bank Holidays	225 hours and 60 hours for Bank Holidays
After ten years' service	34 days plus 8 Bank Holidays	255 hours and 60 hours for Bank Holidays

Where staff work standard shifts, other than 7.5 hours excluding meal breaks, annual leave and general public holiday entitlements should be calculated on an hourly basis to prevent staff on these shifts receiving greater or less leave than colleagues on standard shifts.

Part-time workers will be entitled to paid public holidays no less than pro-rata to the number of public holidays for a full-time worker, rounded up to the nearest half day.

Part-time workers' public holiday entitlement shall be added to their annual leave entitlement, and they shall take public holidays they would normally work as annual leave. Where they are required to work on public holidays their annual leave entitlement will not be reduced as a result.

During the current annual leave year, you will be entitled to the appropriate portion of the full annual leave entitlement on a pro-rata basis, taking into account the number of completed days of service ending on 31<sup>st</sup> March.

In the year of joining or leaving the [NHS Organisation](#), leave will be calculated proportionate to the completed service during the leave year.

When New Year's Day, Christmas Day or Boxing Day falls on a weekend, alternative days are usually designated as Bank Holidays.

If your shift rota schedules you to work on a Bank Holiday, then you will be paid in accordance with the [NHS Terms and Conditions of Service Handbook](#). You are

required, if requested by your manager, to work such Bank Holidays as may be necessary.

There is no automatic entitlement to holidays or holiday pay being carried forward to the next holiday year. You may apply in writing to carry over annual leave up to a maximum of 5 days (pro-rata for part time staff). This may be granted subject to the prior written agreement of your manager. Payment will not be made by the [NHS Organisation](#) in lieu of unused holiday entitlement except on termination of employment.

If, on termination of your employment you have not taken your full entitlement to accrued annual leave as calculated to the termination date, you will receive payment for the accrued but untaken annual leave. Annual leave on termination of employment will be calculated as follows. ((Annual leave entitlement multiplied by the proportion of the leave year that has expired before the termination date – expressed as a fraction) minus leave already taken in the leave year)).

If, upon termination of your employment, you have taken paid annual leave in excess of your entitlement as calculated to the termination date, a deduction will be made from your final salary in respect of any overpayment of annual leave.

## **19. SICKNESS**

You have an obligation to inform your manager at the earliest possible time, and ideally before the start of your normal working day/shift, of any temporary absence due to sickness or otherwise so as to enable the [NHS organisation](#) to arrange emergency cover. You should state the reason for the absence (confirming whether or not the absence is due to a work related incident/injury) and the likely date of return to work.

You will be required to complete a self-certification form from the first day of sickness absence. If your absence continues beyond the seventh calendar day, you must submit a fit note (medical certificate) from your doctor or appropriate hospital certificate. Further certificates are required if the sickness continues beyond the period stated on the initial medical certificate. A fit note should normally be received by the manager no more than 3 calendar days after it becomes due. Sickness absence not covered by a self-certificate or a fit note will be treated as unauthorised absence for which no payment will be made. Failure to complete the self-certification form could result in loss of sick pay, as could failure to comply with the procedure for notification

The [NHS organisation](#), in all but exceptional cases, will take this to mean that, in submitting a certificate, you are unfit for any work, unless a period of secondary employment has been deemed as therapeutic for recuperation purposes by both the [NHS organisation's](#) Occupational Health Department and your General Practitioner. In any event, if you are employed in any other capacity in the Trust or elsewhere, you must obtain the written permission of your manager before

continuing with that employment. Any such employment must be therapeutically beneficial to you. Your manager may consider whether equivalent benefit may be gained from returning to work in an appropriately modified NHS post for a temporary period.

If you are found to be undertaking other work without the prior written consent of your manager, whether or not you are in receipt of sick pay, you may be considered in breach of contract and may be subject to disciplinary action which may result in dismissal and/or the involvement of the counter-fraud department.

A claim for sick pay whilst undertaking other work may be deemed to have been fraudulently made, and the submission of a medical certificate to have been misrepresentation.

If you become aware that you are suffering from any infectious, contagious or notifiable disease, you should immediately inform your manager.

An employee on sick leave has a duty to facilitate their own recovery and desist from participation in any activity that may delay or undermine their recuperation.

Sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a profession or where contributory negligence is proved, in accordance with the NHS Terms and Conditions of Service Handbook.

Subject to you complying with the [NHS organisation's](#) Managing Attendance at Work Policy and statutory notification requirements relating to Statutory Sick Pay and Medical Certificates/Fit Notes you may be entitled to occupational sick pay. This does not automatically allow employees to remain in the employment of the [NHS organisation](#) until the occupational sick pay is exhausted.

Where eligible for occupational sick pay, entitlements will be paid in accordance with the NHS Terms and Conditions as follows:

<b>Period of Service</b>	<b>Entitlement</b>
During first year of service	1 month's full pay & 2 months half pay
During second year of service	2 months full pay & 2 months half pay
During third year of service	4 months full pay & 4 months half pay
During fourth and fifth years of service	5 months full pay & 5 months half pay
After completing five years of service	6 months full pay & 6 months half pay

Your employment may be terminated in accordance with the [NHS organisation's](#) Managing Attendance at Work Policy where frequent or continued absences affect the service of the [NHS organisation](#).

Any decision to terminate employment will not be based on sick pay entitlement and may occur prior to expiry of such pay. Equally, where sick pay entitlement has expired, this will not automatically lead to termination of employment, as this will depend on the circumstances of the particular case.

In the course of your employment you may be referred by your manager to the [NHS organisation's](#) Occupational Health Department for a medical opinion. In the event of a conflict of medical opinion, the [NHS organisation](#) may refer the matter to an independent specialist acting as an expert, this will only be deemed appropriate where you consent to the disclosure of the final medical report to the [NHS organisation](#). Failure to attend two occupational health appointments without good reason may mean that decisions are made on the basis of the information available, which may be detrimental to the interests of the employee.

Should you be unable to attend work owing to an injury sustained wholly or partly as a result of the actions of a third party against whom you have made a claim, any payments made to you by the [NHS organisation](#), e.g. pay, will be recoverable. You must notify the fact that you are making a claim to your manager at the commencement of the absence, or as soon as practicable.

## **20. ADDITIONAL EMPLOYMENT**

Throughout your employment with the [NHS organisation](#) you should not engage in any additional employment which adversely affects your ability to perform your work or which may involve the use of any confidential or commercially sensitive information obtained in the course of your employment with the [NHS organisation](#).

If you wish to engage in additional employment, you must first discuss and agree it with your manager. Permission will not be unreasonably withheld. This will ensure that your position in the [NHS organisation](#) is not compromised.

If you have, or obtain in the future, any financial contracting interest or relationship with another organisation, which may affect the [NHS organisation](#) policies or decisions, you must declare this to your manager in writing.

## **21. MEDICAL EXAMINATION**

Your employment is subject to confirmation of your fitness for employment by the [NHS organisation](#) Occupational Health Department and you may be required to undergo a medical examination in order to confirm your continued fitness for employment.

## **22. RESPECT AND RESOLUTION POLICY**

If you have a grievance in connection with your employment, you should raise this with the appropriate individual in line with the [NHS organisation's](#) policy (available from your manager or from the [NHS organisation's](#) intranet pages).

### **23. DISCIPLINARY POLICY**

If, for any reason, your conduct or behaviour is unsatisfactory, it will be necessary to manage these issues in accordance with the [NHS organisation](#) Disciplinary Policy and Procedure (available from your manager or from the organisation's intranet pages).

In the event of an act of 'gross misconduct' you may be summarily dismissed and may lose entitlement to notice or pay in lieu of notice. The Disciplinary Policy and Procedure makes reference to the person with the authority to terminate your employment for matters relating to conduct.

If you are dissatisfied with any disciplinary decision, you may submit an appeal. You will receive a letter following any disciplinary sanction. This letter will specify the appropriate contact for you to submit an appeal to and the timeframe for submitting your appeal.

The [NHS organisation](#) reserves the right to suspend you on full pay in order to undertake an investigation into allegations of misconduct.

### **24. Confidentiality, Information Security and Records Management (Information Governance)**

The [NHS organisation](#) holds and uses a great deal of information, much of it personal and confidential, without which it could not function. This information is held on a variety of media such as, computer systems, images, voice recordings and paper. As a member of staff, you have **personal responsibility** for the information you see, use and collect during the course of your duties. You must follow the correct procedures:

- to safeguard the confidentiality of the information, ensuring that it is protected from unauthorised access and disclosure
- for properly recording the information (personal identifiable and organisational) ensuring that the information is accurate, readable and complete
- to ensure that the information is available to authorised people when it is needed
- to report any breaches of process and policy and assist in the mitigation of these breaches
- to use any information system, computerised or paper

To ensure that you understand your responsibilities, you **must**:

- undertake the *NHS organisation* formal training programme regarding Information Governance including confidentiality, information security and the management of records;
- understand the relevant policies regarding confidentiality, information security and records management (Information Governance);
- undertake the correct training in the use of computer systems used;
- be aware that a breach of confidentiality, security or failure to adhere to records management or information governance policies and procedures may lead to disciplinary action and may be regarded as gross misconduct justifying summary dismissal.

If you are unsure about the use or sharing of information, you must seek advice from the Information Governance/Data Protection manager.

Staff transferring to *NHS organisation* from another organisation under the TUPE regulations or the NHS Wales Organisational Change Management Policy are required to attend formal data protection / information governance training within 3 months of employment with *NHS organisation*.

## **25. ORGANISATION PROPERTY/ IDENTITY BADGE**

On termination of your employment or, if so, requested at any other time, you will be required to return any property, equipment, uniform, documentation or other property which belongs to the *NHS organisation*. Whilst in your use or possession, you will be responsible for preserving such property in good condition.

For security reasons, on termination of employment, it is essential that you return your identity badge to your manager.

## **26. TRADE UNIONS AND STAFF ORGANISATIONS**

The *NHS organisation* is committed to working in partnership with trade unions and this means that the *NHS organisation* is committed to jointly resolving problems and joint decision making in partnership with the trade unions. The *NHS organisation* actively encourages you to join any trade union or professional body of your choice; subject to any rules for membership that organisation may apply. A list of recognised trade unions can be obtained from either the Workforce & OD Department or Chair of Staff Side.

## **27. PROMOTING DIVERSITY**

The *NHS organisation* is committed to promoting diversity in employment. It recognises that discrimination is unacceptable and that it is in the best interests of the organisation and the population it serves to utilise the skills of the total workforce. Failure to comply with or adhere to the relevant organisational policy on discrimination, diversity and equal opportunities will be investigated under the *NHS organisation's* Disciplinary Policy and Procedure (available from your manager

or from the organisation's intranet pages) and may result in disciplinary action or termination of your employment.

## **28. HARASSMENT/DIGNITY AT WORK**

Harassment at work will not be acceptable in any form. Contact your line manager or Workforce and OD department if you have a problem at work. Failure to comply with or adhere to the *NHS organisation's* Dignity at Work procedure (available from your manager or from the organisation's intranet pages) will be investigated under the Disciplinary Policy and Procedure, which may result in disciplinary action.

## **29. DISCOVERY AND INVENTIONS/OWNERSHIP OF INFORMATION**

**The definitions in this clause apply in this agreement.**

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Inventions:** inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

The *NHS organisation* wishes to stress that all intellectual property rights, inventions and information generated during the course of your employment is the property of the *NHS organisation* and remains so, irrespective of origin or authorship.

Subject to the provisions of the Patents Act 1977, any invention made by you in the course of your employment will belong to the *NHS organisation* and you are required to co-operate fully with the *NHS organisation* to enable it to protect the invention by letters, patent or otherwise howsoever.

You shall give the full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of the Appointment which relate to, or are reasonably capable of being used in, the business of *NHS organisation*. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such inventions and works shall automatically, on creation, vest in the *NHS organisation* absolutely. To the extent that they do not vest automatically, you will hold them on trust for the *NHS organisation*. You agree promptly to execute all documents and do all acts as

may, in the opinion of the *NHS organisation*, be necessary to give effect to this clause.

You shall irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to above.

You irrevocably appoint *NHS organisation* to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for *NHS organisation* to obtain for itself or its nominee the full benefit of this clause.

### **30. NOTICE OF TERMINATION**

The contractual notice you are required to give to *Organisation* and which you are entitled to receive, is as follows:

Bands 1-6	4 weeks
Bands 7	8 weeks
Bands 8 & 9	12 weeks

The notice provisions for Pay Bands 1-7 outlined above are the normal notice periods of notice. However, these provisions do not override the statutory notice requirements *NHS organisation* is required to provide employees. According to your length of service you may be entitled to a greater period of notice and you will receive 1 week's notice for each completed year of service up to and including a maximum of 12 weeks' notice after 12 years of continuous employment.

The above refers to the notice periods you must give; however, this does not preclude individuals requesting an earlier release from their post. Such notice must be in writing and addressed to your manager.

If you leave without giving notice or leave without completing your notice period, without the permission of the *NHS organisation*, the *NHS organisation* reserves the right to deduct a day's pay for each day not worked during the notice period.

***Note: This does not affect the right of either party to terminate the contract without notice by reason of the conduct of the other party, or statutory breach.***

The *NHS organisation* reserves the right to pay you salary in lieu of notice. If the *Organisation* sends a notice of termination by pre-paid first-class post to the address recorded on your Electronic Staff Record, the notice will be deemed to have been received by you at 9.00am on the second business day after posting (unless received earlier).

### **31. WHISTLEBLOWING POLICY (PUBLIC INTEREST DISCLOSURE ACT 1998)**

If you ever have a concern that something untoward is happening at work and wish to report this to the *NHS organisation* in a confidential manner, please refer to the Procedure for NHS Staff to Raise Concerns (available from your manager or from the organisation's intranet pages).

### **32. ALCOHOL, DRUG AND SUBSTANCE MISUSE**

The *NHS organisation* has a policy on Alcohol, Drug and Substance Misuse. Staff will be required to observe the requirements of this policy (available from your manager or from the organisation's intranet pages).

### **33. SMOKE FREE POLICY**

Smoking is prohibited and you must adhere to the *NHS organisation* Smoke Free Policy at all times (available from your manager or from the organisation's intranet pages).

### **34. LOSS OR DAMAGE TO PERSONAL BELONGINGS**

No liability can be accepted for loss or damage to personal belongings.

### **35. NOTIFICATION OF CHANGES**

Part of the *NHS Organisation's* responsibilities under the General Data Protection Regulations 2018 and all associated information governance policies and procedures is to advise you that your personal details will be maintained in the electronic staff record (ESR) for payment and workforce purposes. Some of your data is shared with third party systems which migrate data into ESR, such as NHS Jobs / e-rostering. However, we may also share your data with other third-party systems, examples include the occupational health system. You are required to update and maintain your personal details in ESR. It is important to note that updating your data in other systems will not automatically update ESR. If your personal details change, these should be immediately updated in ESR. You are able to update this data directly in ESR if you have access to ESR Self Service. If you do not have access, you must immediately inform your manager who will make the necessary arrangements to update ESR on your behalf.

Examples of personal changes include name, address, marital status, equality data, telephone number, bank or building society details etc.

## **36. HEALTH AND SAFETY/RISK MANAGEMENT**

The Health and Safety at Work etc. Act 1974 imposes requirements on both the employer and on employees. You can obtain a copy of the *NHS organisation* Health and Safety Policy via the Intranet or from your manager.

As an employee you have a duty to take reasonable care for the health and safety of yourself and of others who may be affected by your acts or omissions at work. Failure to comply with the *NHS organisation* Health & Safety Policies may lead to disciplinary action being taken against you which could result in dismissal.

The *NHS organisation* is committed to protecting its staff, patients, assets and reputation through an effective risk management process. You will be required to comply with the *NHS organisation* Risk Management Policy, Health and Safety Policy and other associated policies and to actively participate in this process, having responsibility for managing risk and reporting risks through management structures. To improve patient care, all health professionals providing clinical care must be involved in clinical audit.

## **37. INFECTION CONTROL**

You are required to attend training and understand infection control issues as they pertain to your job role or workplace, thus enabling you to properly discharge your professional responsibilities to patients, other staff, visitors and yourself.

## **38. BRIBERY AND CORRUPTION**

You are required to:

- a. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
- b. comply with the *NHS organisation's* Anti-Corruption and Bribery Policy;
- c. promptly report any request or demand which if complied with would amount to a breach of any of the above.

Breach of this clause will be treated as misconduct and investigated under the *NHS organisation's* Disciplinary Policy and Procedure and may result in disciplinary action up to or including termination of your employment.

**Acceptance**

I hereby confirm that I accept this appointment on the terms and conditions set out above. I have retained a copy of this statement for my own information.

**NAME  
(BLOCK  
CAPITALS):  
SIGNED:**

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**DATE:**

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