

STATEMENT OF MAIN TERMS AND CONDITIONS OF ENGAGEMENT

NAME OF EMPLOYEE: TITLE FIRST NAME SURNAME

ADDRESS: ADDRESS 1
ADDRESS 2
ADDRESS 3
POSTCODE

DATE OF COMMENCEMENT: DATE OF COMMENCEMENT

DATE OF ISSUE: ISSUE DATE

EMPLOYMENT STATUS: BANK¹

1. JOB TITLE AND PAY BAND

JOB TITLE & BAND

Your main responsibilities are outlined in your job description. However, depending on the operational needs of the Trust you may be required to undertake such other duties as may reasonably be required of you, commensurate with your pay band / level in the Trust.

2. PLACE OF EMPLOYMENT

Your post will be based within the Southern Health and Social Care Trust and offers of work on the Bank will take account of your identified options² where you are prepared to work.

3. PAY

Payment will be made for actual hours worked and will be paid within an agreed payment cycle which will normally be one pay period in arrears.

The salary for Band < > is £ and your commencing salary will be £ per annum pro rata to the number of hours worked and thereafter as itemised on your payslip.

Staff who hold both a Substantive Contract and a Bank Contract with the Trust will receive payments and increments in line with Department of Health NI circulars/guidance.

¹ A Bank worker is regarded as a permanent member of staff with no minimum hours of work. This will at all times remain a zero hours contract. The Trust is not obliged to offer you any work under this contract. From time to time, the Trust may offer you work which you can accept or reject.

² At the outset of your engagement on the Bank you will be asked to declare the general areas in which you are prepared to work for example, location, Directorate / Division, etc.

Staff who hold only a Bank Contract with the Trust, will receive pay increments subject to 488 Bank hours having been worked or at intervals of 12 months whichever is the longer.

Payment will be made in accordance with the Trusts Bank Automatic Clearing System (BACS). All payments in the case of multiple contracts will be made to **one** identified Bank or Building Society account.

4. HOURS OF WORK

You are registered on the Bank as being available for bank work. There will be no fixed hours for this contract. This will at all times remain as a zero minimum hours contract. The Trust is not obliged to offer you any work under this contract. From time to time the Trust may offer you work which you can accept or refuse. You will be asked to supply information as to your availability for work at intervals during your engagement. Hours worked will be paid exclusive of meal breaks. All employees are entitled to and should ensure they take a rest break of at least 20 minutes if the working period is longer than 6 hours. Young workers (anyone less than 18 years of age) are entitled to a rest break of at least 30 minutes if the working period is longer than 4.5 hours.

While registered on the Bank you will not be permitted / engaged to work in a similar capacity within the Trust via any external Agency.

In order that the Trust can monitor compliance with Working Time Legislation, staff working on the bank, are obliged to notify their manager, in writing, of any other work commitments either within or outside of the Trust. This requirement to notify the Trust of other work commitments applies at any time during your employment with the Trust. Failure to provide notification may result in disciplinary action. An Additional employment form is enclosed with this contract and, if applicable, should be completed and returned to your line manager.

If an employee chooses to work in excess of an average of 48 hours per week working time including overtime, over a 17-week reference period they must sign an opt out form indicating they wish to do so. An opt out form is enclosed with this contract and, if applicable, should be completed and returned to your line manager.

An individual **must not work in excess of 60 hours** on average per week in a 17 week reference period.

The Trust reserves the right to take action to reduce average weekly working hours where these exceed 48 if the additional hours are having an adverse impact on your health or the service you provide.

5. TERMINATION OF EMPLOYMENT

If having notified the Trust of your availability to work in accordance with paragraph 4 above you fail to accept work offered on 3 consecutive occasions you will be removed from the register of those available for bank work. In addition, the Trust periodically reviews its bank lists and non-availability/failure to respond to posting alerts in the previous 12 months will normally result in staff being removed from the Bank.

You may choose to cease being registered with the Bank for bank work at any time. This must be notified to the Trust in writing.

On termination of your employment as a Bank employee, you must return any property belonging to the Trust to your Manager or designated officer before your last day of service. This includes your staff identity card, staff uniform and any keys/fobs, if applicable. If you fail to do this, the Trust will withhold your final salary/wage until its property is returned.

6. PERFORMANCE

The continuation of your engagement on a Bank Contract will be subject to satisfactory performance. Should your performance not be satisfactory you will be managed through the Capability procedure.

7. PREVIOUS CONTINUOUS SERVICE

Previous employment within National Health Service and/or Health and Social Care Trusts prior to joining the Trust will count as part of your period of continuous employment, for the purposes of a number of Conditions of Service, as detailed in the Agenda for Change NHS Terms and Conditions of Service Handbook which can be accessed at <https://www.nhsemployers.org>.

Those sections of the Agenda for Change Terms and Conditions Handbook which are applicable to Bank Staff will be incorporated into and form part of this contract in accordance Department of Health NI circulars/guidance.

8. HOLIDAYS

Bank staff will have their annual leave allowance calculated and paid on the basis of one hour's pay for every 8 hours worked. This will automatically be paid by the Human Resources, Payroll & Travel System (HRPTS) therefore there is no requirement to claim payment for annual leave.

9. ABSENCE NOTIFICATION / ILL HEALTH

If you have been booked for a shift(s) you are expected to report for duty unless exceptional circumstances exist.

If you have become unwell since accepting the booking you are required to advise the bank administration team immediately. In accordance with the provisions of Department of Health NI circulars/guidance, you will have no entitlement to sick pay other than statutory entitlement.

10. ABSENCE AND CLAIMS FOR DAMAGES

If you are absent as a result of an accident involving a third party and are paid a sum under the Occupational / Statutory Sick Pay Schemes, you will be required to refund to the Trust out of damages received the total amount of such sum. You will be expected therefore to include any such sum within a claim for damages against a third party. In the

event that the damages received are less than the sick pay received the total damages must be refunded to the Trust. These requirements apply whether damages have been obtained as a result of a judgement, settlement, ex-gratia payment or by any other means.

If you injure yourself or contract an illness at work which results in a claim for damages against the Trust, the Trust reserves the right to deduct sums equivalent to incapacity pension, sick pay or injury allowance paid to you, from any damages or compensation awarded against the Trust in respect of such injury or cause, or as the case may be, to allow for any such sum in any settlement of such a claim.

11. LOSS / DAMAGE TO PERSONAL PROPERTY

The Trust accepts no responsibility for damage to or loss of personal property and you should avoid bringing valuables to work and leaving personal possessions unattended. If you choose to use the Trust car parks, you do so at your own risk and the Trust will not accept responsibility for any damage however caused. You are, therefore, advised to purchase appropriate insurance to cover any property you may wish to bring onto Trust property.

12. ACTIVITIES OUTSIDE WORKING HOURS

It should be noted that while you are free to do what you choose in your spare time, this freedom brings with it the responsibility of ensuring that you do not engage in any spare time activity which is likely to:

- i) affect your health adversely or prevent in any way the efficient performance of your official duties; OR
- ii) conflict with the interests of the Trust or bring into question your loyalty, reliability, or impartiality in relation to the performance of your official duties or in any way weaken public confidence in the conduct of the Trust's business.

If in any doubt about the propriety of engaging in any additional employment or other activity you should seek and accept the advice of the Trust.

13. MEDICAL FITNESS

Your appointment is subject to a satisfactory health assessment with the Occupational Health Service. Following engagement it is a contractual requirement to attend the Occupational Health Department if requested by the Trust.

It is also a condition of your employment that, if you are a Health Care Worker whose duties involve carrying out exposure prone procedures, you fulfil screening requirements for Blood Borne Viruses (Hepatitis B, Hepatitis C and HIV) and Tuberculosis as stipulated in Department of Health guidelines.

14. HSC PENSION SCHEME

This appointment is superannuable and unless you opt out of the HSC Pension Scheme, contributions will be deducted from your salary / wage. A summary of the main features and benefits of the scheme was enclosed with your offer of appointment.

To opt out of the scheme you must immediately complete Form SD502 which can be obtained from the HSC Pension Service (details below). The completed form must be returned to the Payroll Shared Services Centre within one month of receiving the valid opt-out notice, or if the payroll arrangements closed before they received the notice, by the last day of the second applicable pay reference period following the date on which the valid opt-out notice was received. This means that the Payroll Shared Services Centre will pay the refund in the next available payroll run.

It may be possible to transfer current pensionable service into the HSC Pension scheme. If you wish to consider a transfer please contact the HSC Pension Service **within 12 months** of your commencement date and request a transfer pack.

Occupational Pension arrangements under the 1995 scheme are effective from age 60, however it may be possible to retire with superannuation benefits from age 50 onwards. Under the 2008 scheme occupational pension arrangements are effective from age 65, however it may be possible to retire with superannuation benefits from age 55 onwards. Under the 2015 scheme occupational pension arrangements are effective from the same age as you are entitled to claim your State Pension, however it may be possible to retire with superannuation benefits from age 55 onwards. Further guidance can be obtained from the HSC Pension Service.

Further information can be found by

- logging onto the website www.hscpensions.hscni.net or
- writing to the HSC Pension Service, Waterside House, 75 Duke Street, Londonderry, BT47 6FP.

15. DEATH NOMINATIONS & SURVIVOR BENEFITS

From the 1st April 2008 HSC Pension Scheme Service Members (who were not married or in a civil partnership) may formally nominate a partner to receive on-going Survivor Benefits in the event of their death.

Further information on Death Nomination & Survivor Benefits can be found on the website – www.hscpensions.hscni.net

16. AUTOMATIC ENROLMENT – NEST SCHEME

The Government requires employers to automatically enrol staff into a workplace pension scheme.

If you meet the automatic enrolment criteria and are **not permitted** to join the HSC Pension Scheme, you will be automatically enrolled into an alternative qualifying pension scheme, the National Employment Saving Trust (NEST) on commencement of employment.

When you are automatically enrolled into NEST, if you decide to opt out, you can do so online, over the phone or by completing a form, which should be returned to the Payroll Shared Services Centre. The opting out provision is usually one month from the date the Trust enrolls you into the NEST scheme. If you opt out within the period of enrolment, any money you have contributed will be refunded. Further information with regard to the

NEST pension scheme and opting out arrangements can be found on the NEST website at www.Nestpensions.org.uk.

17. RETIREMENT

The Trust does not operate a general retirement age for all staff. However, the Trust reserves the right to require an individual employee or group of employees to retire at a particular age where this is objectively justified in the particular circumstances of the case. Where an individual employee who is a member of the HSC Pension Scheme wishes to retire from the Trust's Employment, they should contact the Employee Relations Department at least four months before the proposed date of retirement. This is to ensure that the application to retire form is completed in sufficient time to allow prompt payment of Pension Benefits following retirement.

18. CONFIDENTIALITY

Through the course of your employment you may become aware of information concerning patients or staff. All such information must be treated as confidential and you are required to comply with the requirements of the Data Protection Act 2018. It should be noted that any unauthorised disclosure of information covered by the Act is a criminal offence for which you will be held personally liable in law. Any breach of this confidence in any format, including for example via Social Networking sites (Facebook, Twitter etc) will result in action being taken under the Disciplinary Procedure and may lead to dismissal.

On termination of employment with the Trust, you should not disclose any information or matter to which you had access during your employment. Should you do so the Trust reserves the right to take any action considered appropriate in the circumstances.

19. DATA PROTECTION

The Data Protection Act 2018 places responsibilities on the Trust with regard to the processing of information relating to staff.

The Trust retains information relating to your employment obtained at the recruitment stage, such as your application form together with any further information obtained during your employment including live disciplinary warnings, grievance details, sickness details, etc.

We also record and process personal information on our computerised Human Resources, Payroll & Travel System (HRPTS) which is linked to the Finance Directorate for budgetary and payroll purposes. Details relating to your sick leave absence and disciplinary record (if appropriate) are also held on this system.

A Privacy Notice for Staff is enclosed with this contract to make you aware of how the Trust processes your personal data.

If you wish to receive any further information in relation to why the Trust holds and processes information about you, please contact the Employee Relations Department.

20. IT SECURITY / RECORDS MANAGEMENT

You are legally responsible for any record you make in the course of your work with the Trust, whether manual or electronic, including written notes and email.

These records are public records and available to the general public except in very limited circumstances described under the Freedom of Information Act 2000, the Environmental Information Regulation 2004 and the Data Protection Act 2018.

You are required to comply with the Trust's Code of Conduct for computer and manual record users which is available from your manager and will be explained to you during your induction.

The unauthorised / inappropriate use of computers including the internet, e-mail, passwords, computer packages, etc., may be regarded as gross misconduct and treated as such under the Disciplinary Procedure.

21. MILEAGE ALLOWANCE

If you are required to use a motor vehicle and claim mileage allowance in the course of the Trust's employment, the motor vehicle in respect of which mileage allowance is claimed must be covered by full or third party insurance including cover for the business use of the Trust and cover against risk of injury to, or death of, official passengers and damage to property. You are required to indemnify the Trust in respect of any claims made against you for which your insurance policy does not provide cover.

22. QUALIFICATIONS, STATE REGISTRATION & MANDATORY TRAINING

The appointment is subject to proof of the attainment of the educational standards stated in your application form, particularly where a qualification was an essential requirement of the post.

Where you are required to hold Registration with a professional body, proof must be provided in the form of an original certificate or other such documentation, which will equally provide appropriate evidence. Failure to provide original certificates or proof of Registration or where Registration has lapsed, may result in disciplinary action including dismissal.

In the event that you are reported to or are subject to their professional body's disciplinary process, in respect of any employment, you are required to notify the Trust immediately. Failure to do so may result in disciplinary action including dismissal.

Where you are required to renew registration with a professional body to allow you to practice, it will be your responsibility to ensure this is renewed on time. You will be expected to produce, during the course of employment, a copy of your up to date registration on request. Failure on either of the above requirements, without reasonable cause, will result in disciplinary action which may lead to dismissal.

It is a requirement of the post that you must undertake mandatory training including updates as necessary. If you fail to do so, the Trust reserves the right to withhold your pay.

23. ACCEPTING GIFTS

Under the Prevention of Corruption Acts 1906-1916 (as amended) you, as an employee of the Trust are prohibited from soliciting or receiving gifts or considerations of any kind from contractors or their agents, or from any organisations, firms or individuals with whom you are brought into contact by reason of your official duties, as an inducement or reward for:

- (a) doing or refraining from doing anything in your official capacity, OR
- (b) showing favour or disfavour to any person in your official capacity.

A breach of these requirements will render you liable not only to dismissal but to prosecution. Any fee or emolument, etc. which may be received by you in the course of your employment as an employee of the Trust shall, unless the Trust otherwise directs, be surrendered to the Trust.

24. PREVENTION OF UNAUTHORISED WORKERS

You are required to comply with the Home Office regulations on the prevention of unauthorised workers by producing such documents, as may be required by the Trust, to comply with the law on preventing unauthorised working.

25. HSC CODE OF CONDUCT

You are required to comply with the HSC Code of Conduct for employees which can be found on the Trust Intranet site. This sets out the standards of conduct and behaviour expected of all employees in the Trust. Failure to comply with the Code of Conduct may lead to disciplinary action.

26. DISCIPLINARY PROCEDURE

If it is ever necessary to take disciplinary action against you this will be carried out in accordance with the Trust's Disciplinary Procedure, full details of which are available from your manager.

If the Trust considers (due to the nature of the allegations raised) that in your own interest and the interest of the Trust that the best course of action is suspension, then as a Bank employee suspension in these circumstances will be unpaid.

27. GRIEVANCE PROCEDURE

Any grievance relating to your employment should, in accordance with the Trust's Grievance Procedure, be raised initially with your manager. Details of the procedure are available from your manager.

28. HEALTH AND SAFETY AT WORK

It is your responsibility to take reasonable care for the health and safety of both yourself and other people who may be affected by what you do or what you neglect to do. You must also comply with the Trust's Health and Safety Policy and with the health and safety

rules and procedures pertaining to your job, undergoing all related training provided for you.

29. SMOKE FREE POLICY

It is a condition of your employment that you comply with the Trust's 'Smoke Free' Policy, details of which will be explained to you at your Departmental Induction.

30. EQUAL OPPORTUNITIES POLICY

The Trust is committed to equal opportunities and you must adhere to the Trust's Equal Opportunities Policy.

You must at all times treat patients, colleagues and visitors to this Trust with dignity, courtesy and respect or disciplinary action may be taken against you.

31. DECLARATION OF INTERESTS

You are required to declare any personal or associated business or financial interest in order that it may be known and be in no way promoted to the detriment of the Trust or the patients/clients it serves. If in doubt, you should consult the Human Resources Department.

32. CRIMINAL CONVICTIONS

Under the Rehabilitation of Offenders (Exceptions) Order 1979 you, as an employee of the Health Service must disclose to the Trust any criminal convictions, cautions, bind overs or pending charges which you have or have ever had on your record. For the purposes of this employment, criminal convictions are never considered spent.

You are therefore required to immediately notify your manager if you are charged or convicted of any criminal offence, are given a caution or bind over.

Consideration will then be given to the relevance of any matter arising to the duties of the post and the appropriateness of disciplinary action.

If you fail to disclose any conviction, caution, bind over or pending charges you will be subject to disciplinary action which may lead to dismissal.

33. VETTING & BARRING SCHEME

Under no circumstances can any individual who is barred by the Independent Safeguarding Authority (ISA) work in Regulated Activity. A risk assessment must be undertaken to determine suitability of a barred person to work in Controlled Activity.

You must therefore declare to the Trust if before, or during your engagement you are barred from working in Regulated Activity by the ISA. Failure to do so will result in disciplinary action which may lead to dismissal. You should also be aware that if you are barred from working in regulated activity the Trust be unable to continue your contract of engagement.

At the point of the Vetting & Barring Scheme Registration going live you will be required to register with the ISA for the purposes of your continued engagement. Should your registration status change during the course of your engagement you are required to notify the Trust immediately. Failure to register or notify the Trust of any change in registration status will result in disciplinary action which may lead to dismissal.

34. OVERPAYMENT OF SALARY/WAGE OR EXPENSES

You are advised to check your payslips and notify your manager or designated officer immediately in relation to any suspected over or underpayment. Your manager will investigate and advise the Payroll Shared Services Centre of any actual discrepancy. The Payroll Shared Services Centre will endeavour to correct all significant underpayments within one month. The Trust is obliged to recover overpayments.

All overpayments should be refunded to the Trust in accordance with the Regional HSC Overpayment Policy.

35. OTHER POLICIES AND PROCEDURES

You are required to comply with any policies and procedures issued by the Trust from time to time. These are available on the Trust's intranet site or from your manager. Further details relating to the contract may be found in the Agenda for Change NHS Terms and Conditions of Service Handbook.

SIGNED: _____ DATE: _____
(For Chief Executive)

CONFIRMATION OF ACCEPTANCE

FIRST NAME SURNAME

STAFF NUMBER

I confirm that I have read and understand this Statement of Main Terms and Conditions of Engagement along with the attachments and agree to abide by the conditions laid down. I hereby accept the appointment offered on the terms set out above. I authorise the Trust to recoup any overpayments which may be made to me during the course of my employment in accordance with the provisions of Circular HSS (F) 38/98. I also authorise the Trust to deduct from my final salary / wage a sum to offset any excess holiday pay received and also up 1 month's salary / 1 week's wage if I terminate my contract without giving proper notice.

SIGNED: _____ DATE: _____
(Employee)

PLEASE SIGN BOTH COPIES AND RETURN ONE TO:

Employee Relations Department
Human Resources
Hill Building
St Luke's Hospital Site
Loughgall Road
Armagh
BT61 7NQ