Contract of Employment

This contract also constitutes the particulars required under Part 1 of the Employment Rights Act 1996
(Updated May 2016)
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1. **Contractual Relationship**

<table>
<thead>
<tr>
<th>Employer’s Name</th>
<th>Gloucestershire Care Services NHS Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Address</td>
<td>Recruitment Team</td>
</tr>
<tr>
<td></td>
<td>Edward Jenner Court, Pioneer Avenue</td>
</tr>
<tr>
<td></td>
<td>Gloucester Business Park, Brockworth,</td>
</tr>
<tr>
<td></td>
<td>Gloucestershire</td>
</tr>
<tr>
<td></td>
<td>GL3 4AW</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee’s Full Name</th>
<th></th>
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<tbody>
<tr>
<td>Employee’s Address</td>
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</table>

2. **Job Title**

The Job Description/Person Specification issued to you also forms a part of your contract and provides a summary of the main duties of your job; it is not an exhaustive list.

3. **Job Location**

Your base is as shown above however; this may change in the light of service requirements. You may also be required to work at other locations to meet the needs of the service.

4. **Pay and Working Hours**

Your rate of Pay will be £X per annum pro rata for part-time based on a 37.5 hour week.

Payment will be due on the 26th day of each month although it may be paid earlier, and will be via bank transfer to an appropriate account as specified by you. Expenses must be approved by your manager in advance and will require the production of original receipts.

**Hours of Work:** X hours per week  
**Meal Breaks:** Unpaid

You will not be entitled to receive any additional remuneration for work conducted outside of your basic hours unless previously agreed by your manager. Persistent lateness or leaving work early without permission will result in disciplinary action.

5. **Period of Employment**

<table>
<thead>
<tr>
<th>Date of Commencement (this post)</th>
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<tr>
<td>Date of Continuous Employment with</td>
<td>X</td>
</tr>
<tr>
<td>Gloucestershire Care Services NHS</td>
<td></td>
</tr>
<tr>
<td>Trust or any its predecessor</td>
<td></td>
</tr>
<tr>
<td>organisations</td>
<td></td>
</tr>
<tr>
<td>If Fixed Term, date of Termination</td>
<td>X</td>
</tr>
</tbody>
</table>

For the purpose of the Employment Rights Act 1996 your period of continuous service is as stated above. This differs from your period of reckonable NHS employment which is used to calculate benefits provided under your Terms and Conditions of Employment.

No further notice will be given to end your fixed term contract, unless the date is prior to the date stated here in which case you will be given a minimum of one week’s notice of early termination. Where the reason for termination is the expiry of a fixed term contract, you will not be entitled to redundancy payments.
6. **Special Conditions of Employment**

Insert as applicable –

7. **Holidays**

Your Leave Year runs from 1 April to 31 March with an entitlement calculated as follows:

<table>
<thead>
<tr>
<th>In this year until 31st March next year</th>
<th>X Hours Annual Leave inclusive of Bank Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>In each year thereafter</td>
<td>X Hours Annual Leave inclusive of Bank Holidays</td>
</tr>
</tbody>
</table>

You are entitled to additional long service leave as you have over X years NHS employment. This has been calculated into your annual leave entitlement.

You are permitted to anticipate your annual leave entitlement during the leave year provided that, should you leave Gloucestershire Care Services NHS Trust’s employ, your annual leave entitlement shall be re-calculated on the number of completed months of service during that leave year. Leave taken in excess of the amount accrued shall be deducted from your final payment of salary.

8. **Notice Periods**

**Resignation – Notice Periods**

Staff with 12 months service or less will be required to provide the Trust with 4 weeks’ notice irrespective of their band.

Staff with more than 12 months service will be required to give the Trust minimum periods of notice as follows:

<table>
<thead>
<tr>
<th>Bands 1-4 -- 4 Weeks</th>
<th>Bands 5-7 -- 8 Weeks</th>
<th>Bands 8-9 -- 12 Weeks</th>
</tr>
</thead>
</table>

**Entitlement to Notice**

The minimum period of notice to which an employee is entitled is either the minimum period determined by statute, this is currently:

(a) Not less than one week if your period of continuous employment with the Trust is less than two years
(b) One week for each year of continuous employment with the Trust if your period of continuous employment is two years or more but less than 12 years
(c) Not less than a maximum of 12 weeks if your period of employment with the Trust is 12 years or more OR
(d) The minimum period of notice you are required to give the Trust whichever is the longer. Therefore as a minimum all staff will receive 4 weeks’ notice.

This entitlement to notice applies in cases of all dismissals including compulsory redundancy. It applies also to dismissal on the grounds of conduct and capability (performance or ill-health) but excludes summary dismissals.

The Trust may make a payment in lieu of notice for all or any part of an employee’s notice period on termination of their employment (rather than the employee working their notice period). This provision, which is at the Trust’s discretion, applies whether notice to terminate the contract is given by the employee or by the Trust. Employees who are summarily dismissed from the Trust on disciplinary grounds will not be entitled to payment in lieu of notice.

9. **Qualifications and Registrations**

Where your employment is to a post which requires you to be registered with a statutory and or professional organisation, or which requires another qualification, the continuation of your employment is conditional upon you continuing to be registered with the appropriate professional body. Gloucestershire Care Services NHS Trust will require evidence of current registration and updates to registration.
10. Disclosure and Criminal Convictions

For posts which are not eligible for a Standard or Enhanced DBS check (delete as appropriate)

In accordance with the Rehabilitation of Offenders Act 1974 and Exceptions Order 1975 you are required to declare all unspent convictions, cautions, final warnings or reprimands at the time of submission of your application or thereafter arising throughout the period of your employment with Gloucestershire Care Services NHS Trust. Criminal records may not necessarily be a bar to employment but failure to disclose a criminal record, including those that may arise during the course of your employment, may lead to disciplinary action including dismissal. Further information can be found at www.nacro.org.uk

[OR if for a post eligible for Standard or Enhanced DBS check (delete as appropriate)]

In accordance with the Rehabilitation of Offenders Act 1974 and Exceptions Order 1975 you are required to declare all convictions, cautions, final warnings or reprimands, which for other purposes may be considered as spent, at the time of submission of your application or thereafter arising throughout the period of your employment with Gloucestershire Care Services NHS Trust. Criminal records may not necessarily be a bar to employment but failure to disclose a criminal record, including those that may arise during the course of your employment, may lead to disciplinary action including dismissal. Further information can be found at www.nacro.org.uk.

The Trust reserves the right to seek an ad hoc enhanced, standard or basic DBS check (as appropriate) should they have concern that a relevant conviction may not have been declared.

11. Confidentiality, Data Protection and Quality

Information relating to patient records, diagnosis and/or treatment of patients, staff records or information concerning contracts, tenders and other commercially sensitive matters etc. are considered to be confidential and must not be divulged without prior authority.

You must also ensure that all correspondence, records etc are kept secure at all times and locked away at night. You must not take any correspondence, records etc. or equipment away from your workplace unless previously authorised by your manager. Breaches of confidentiality will result in disciplinary action.

In compliance with the Data Protection Act 1998 and the Principles of Caldicott, all staff who are employed by the NHS are bound by a Code of Confidentiality which covers manual and electronic data, including verbal communications. You have individual responsibility for safeguarding the security and confidentiality of information relating to patients; their relatives and carers and that of staff and your colleagues. Details from which a patient or member of staff may be identified or information of a sensitive or privileged nature must not be discussed or forwarded outside of the Trust without the consent of the person or for purposes that are exempt under the Data Protection Act 1998. At all times there will be compliance with the requirements of the Data Protection Act 1998.

Anybody who records information, whether patient or staff and whether on paper or by electronic means, has a responsibility to take care to ensure that the data recorded is accurate, timely and as complete as possible.

Records, including computer screens, should never be left in such manner that unauthorised persons can gain access. Written records containing person identifiable information must either be confidentially destroyed by placing in a confidential waste bin or retained in safe custody when no longer required. Computer screens should always be cleared and locked when unattended. A breach of the Data Protection Act 1998 could result in criminal or civil action for damages against you.

Any information arising from your appointment to Gloucestershire Care Services NHS Trust may be held on paper or computer files and therefore falls within the provisions of the Act.

12. General Terms

The terms and conditions of your employment consist of:

(a) The terms of this document.
(b) The NHS Terms and Conditions Handbook.
(c) Relevant statutory provisions.
Gloucestershire Care Services NHS Trust policies and staff handbook are non-contractual but it is every employee’s responsibility to familiarise themselves with the Gloucestershire Care Services NHS Trust policies and to comply with them during their employment.

Gloucestershire Care Services NHS Trust will ensure that amendments to policies, procedures, protocols and collective bargaining agreements will be made available for inspection within 28 days of issue of the new document or of the change via the Trust intranet. Clinical policies are available within the clinical environment.

You will be bound by such changes once the relevant document or amendment has been made available for inspection without Gloucestershire Care Services NHS Trust being obligated to consult on or agree such changes with you as an individual. However the Trust does consult with its Staff Side representatives in line with the Joint Negotiating Consultative Forum (JNCF) Policy, which can be downloaded from the HR section on the Trust’s intranet.

13. **Health and Sickness**

In order to make alternative arrangements to cover your duties you should, in the event of absence, notify your line manager (or their designated deputy) as soon as possible, preferably prior to your span of duty. A medical certificate must be sent to your line manager for each period of sickness in excess of seven days. The rules concerning the reporting of absence are covered by the Gloucestershire Care Services NHS Trust’s non-contractual Sickness Absence Management Policy; failure to comply with the rules of notification may result in the loss of entitlement to sick pay and in disciplinary action. No payment of salary will be made in respect of any period of unauthorised absence.

It is a condition of your employment that you may be required to attend for a medical examination from time to time, in addition to any medical checks that may have been made at the time of your appointment. An appropriate officer arranged through the Occupational Health Department will carry out any such examination. The consequent report will be treated in medical confidence, although a copy may be passed to your General Practitioner, unless you specify to the contrary.

You may not undertake additional employment whilst receiving sick pay from the Trust, unless you have prior written permission from your manager.

14. **Additional Employment**

Gloucestershire Care Services NHS Trust recognises that staff may engage in other employment including:

(a) Paid employment outside of the Trust
(b) Voluntary work outside of the Trust which may impact on an employee’s paid job
(c) Self-employment (including private practice)
(d) Reservist occupations
(e) Bank / locum / agency work outside of the Trust
(f) Bank / locum work or an additional post within the Trust

However the Trust must be satisfied that there are no conflicts of interest or health and safety implications for the employee or their colleagues or patients and that this other work does not have an adverse effect on their duties with the Trust. If the Trust is not satisfied that these conditions have been met then permission for additional roles may be withdrawn.

All colleagues who wish to undertake additional roles must comply with the non-contractual Additional Employment Policy which can be downloaded from the intranet or can be obtained from the HR department.

15. **Pension**

In line with legal requirements Gloucestershire Care Services NHS Trust will automatically enrol you in the National Health Service Pension Scheme. The scheme is contributory and deductions will commence automatically. However, should you wish to opt out of the scheme or need further information you will need to contact the NHS Business Services Authority who manage NHS Pensions.

16. **Performance/Professional Code of Practice**

All employees have a responsibility to participate in regular appraisal with their line manager and to identify performance standards for the post. As part of the appraisal process employees have a joint responsibility with
their line manager to identify any learning development needs in order to meet the agreed performance standards.

Continuation of your appointment under this Contract is subject to the satisfactory performance of the duties of the post and your progress in achieving objectives will be reviewed. Unsatisfactory performance may be regarded as grounds for action under the Gloucestershire Care Services NHS Trust’s Managing Performance, Disciplinary or Doctors and Dentists Managing Misconduct and Capability Concerns Policy, as appropriate.

All professionally registered staff are required to abide by their relevant code of professional practice. Any breaches of this code may result in disciplinary action under the Gloucestershire Care Services NHS Trust’s Disciplinary Policy.

All employees have a responsibility to be open and honest with patients when things go wrong in an area for which they are responsible. This is also known as the Duty of Candour and more information can be found in the Staff Handbook. Unsatisfactory performance may be regarded as grounds for action under the Gloucestershire Care Services NHS Trust’s Managing Performance, Disciplinary or Doctors and Dentists Managing Misconduct and Capability Concerns Policy, as appropriate.

Copies of these non-contractual policies can be downloaded from the intranet, or can be obtained from the HR department.

17. **Grievance Procedure**

In the event that you need to seek redress of any grievance related to your employment you should first raise such issues informally with your manager.

Should you after informal discussion need to pursue your grievance further you must complete a Notification of Grievance form and submit the form to your manager.

Whilst Gloucestershire Care Services NHS Trust provides a mechanism for the resolution of grievances they must be lodged within the timescales stated within the non-contractual policy. A copy of the policy, procedure and form can be downloaded from the Trust intranet or obtained from the HR department. Should you remain aggrieved, the procedure provides that you may raise the grievance with the next level of management.

18. **Disciplinary Policy**

Gloucestershire Care Services NHS Trust also provides a non-contractual Disciplinary Policy and Procedure. A copy of the Disciplinary Policy and Procedure may be downloaded from the Trust intranet or obtained from the HR Department.

19. **Appeals Policy**

Gloucestershire Care Services NHS Trust has a non-contractual Appeals Policy. A copy of this policy is available to download on the Trust intranet, or can be obtained from the HR department.

20. **Intellectual Property**

If at any time as a part of your employment, you develop, discover or participate in the development or discovery of any Intellectual Property relating to your work with Gloucestershire Care Services NHS Trust whether during or outside of normal working hours, but in connection with your work with Gloucestershire Care Services NHS Trust, the full details of the Intellectual Property shall be immediately communicated to Gloucestershire Care Services NHS Trust and shall be the absolute property of Gloucestershire Care Services NHS Trust. At the request and expense of Gloucestershire Care Services NHS Trust you agree to provide all such information, data, drawings and assistance as may be required to exploit the Intellectual Property to best advantage and to execute all documents and do all things which may be necessary or desirable for obtaining a patent or other protection in such parts of the world as specified by Gloucestershire Care Services NHS Trust and for vesting the same in Gloucestershire Care Services NHS Trust or as it may direct.

All rights and obligations under this agreement shall continue in force after termination of employment in respect of Intellectual Property developed or discovered during the period of employment.

21. **Copyright**

In accordance with Copyright, Designs and Patents Act 1988 if at any time as a part of your employment or arising from your employment you develop an original literary, dramatical or artistic work, written down or
otherwise recorded such work shall remain the copyright of Gloucestershire Care Services NHS Trust. The full details of the works shall be immediately communicated to Gloucestershire Care Services NHS Trust and shall be the absolute property of Gloucestershire Care Services NHS Trust. At the request and expense of Gloucestershire Care Services NHS Trust you agree to provide all such information and assistance as may be required to exploit the works to best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining copyright or other protection in such parts of the world as specified by Gloucestershire Care Services NHS Trust.

All rights and obligations under this agreement shall continue in force after termination of employment in respect of works or copyright developed during the period of employment.

22. **Research**

Gloucestershire Care Services NHS Trust manages all research in accordance with the requirements of the ‘Research Governance Framework’. If your role involves research you should ensure that you are familiar with the framework, copies of which can be provided on request, and agree to accept the responsibilities associated with your role. You must comply with all reporting requirements, systems and duties of action put in place by Gloucestershire Care Services NHS Trust to deliver research governance.

23. **Standards of Business Conduct**

It is a long established principle that public sector bodies must be impartial and honest in the conduct of their business, and that employees should remain beyond suspicion. It is also an offence under the Prevention of Corruption Acts for an employee corruptly to accept any inducement or reward for doing, or refraining from doing anything in their official capacity, or corruptly showing favour, or disfavour, in the handling of contracts.

It is the responsibility of individual members of staff to ensure that they are not placed in a position of risk or conflict between their private interests and their NHS duties. An Anti-Bribery policy is available for download on the intranet.

24. **Indemnity**

Whilst undertaking officially sanctioned NHS activities, you are covered by the NHS indemnity against claims for clinical negligence. In other circumstances (e.g. when providing services for which you receive a separate fee, or if undertaking research which has not received Gloucestershire Care Services NHS Trust approval) you are not covered by the indemnity. If you intend to treat private patients on Gloucestershire Care Services NHS Trust premises and have received the prior approval of the Trust to do so you must ensure you have a valid personal indemnity.

25. **Access and Use of Computers and Mobile Technology**

You may in the course of your employment be provided with access to computer systems and, within those systems, programs and data. You must not attempt alone, or consort with others, to gain access to information to which you are not authorised. You will be provided with password secure access and you must not reveal any passwords to any person, nor share your Smartcard to allow others to access information.

You may be issued with mobile technology for your role including laptops, mobile phones or iPads or be allowed access to the system from home. Colleagues should be aware that loss or damage of Trust equipment as a result of negligence may be charged for and may be considered under the Trust Disciplinary Policy. Use should be in accordance with the Mobile Working Policy and Use of the Internet At Work Policy and Social Media Policy which are available to download from the intranet.

26. **Personal Development Review**

The Trust is committed to ensuring that all colleagues have a Personal Development Review. Engaging with this process is a requirement for all colleagues. The Trust’s core values and behaviours form a key part of the PDR discussion and a review of the individual’s behaviours and how they demonstrate these need to be explored.

The Trust’s core values are those that all colleagues must demonstrate and are that we are:

- Caring
- Open
- Responsible
- Effective

The non-contractual Personal Development Review policy may be downloaded from intranet.
27. **Health and Safety**

Gloucestershire Care Services NHS Trust recognises its duty under the Health and Safety at Work Act 1974 to protect you whilst on NHS premises. A written statement of policy outlines Gloucestershire Care Services NHS Trust’s arrangements for dealing with health and safety risks within the workplace and details the responsibilities of managers, employees and others.

You also have a legal responsibility to report and act on dangerous situations and take care of your own and other people’s health and safety at work. This includes the duty to take reasonable care to avoid injury to yourself and to others by your work activities or omissions, and to operate with Gloucestershire Care Services NHS Trust in the discharge of its statutory duties. You must familiarise yourself with the policies and procedures on health and safety (which are available on the Health and Safety section of the intranet, or from your manager) and adhere strictly to them. You should also acquaint yourself with the location of First Aid boxes and the names of the first aider at your place of work. Should you have an accident whilst at work you are required to report this to your manager and complete a Datix report.

28. **Infection Control**

Infection Control Policy Statement:

Gloucestershire Care Services NHS Trust is committed to reducing the risks of healthcare associated infection and serious communicable diseases through a strategy aimed at dealing proactively with the outcomes and continually developing safer working practices.

Gloucestershire Care Services NHS Trust’s Integrated Governance and Risk Management Policies provide assurance to the Board that risks Gloucestershire Care Services NHS Trust objectives are effectively managed. This includes the risks of healthcare associated infection and communicable diseases.

Infection Control is an important part of the risk management programme, aiming to improve the quality of patient care and the occupational health of staff. In addition to the clinical need to prevent healthcare associated infection, there are legal requirements to protect patients, staff and visitors from harm.

Responsibilities of all Employees:

Employees of Gloucestershire Care Services NHS Trust will be personally accountable for their action and responsible for ensuring that they comply with Infection Control policies. Employees must understand their legal duty to take reasonable care of their health, safety and security and that of other persons who may be affected by their actions and for reporting untoward incidents and areas of concern.

Healthcare workers are responsible for identifying infectious conditions and circumstances that may lead to outbreaks of infection that require specific controls to protect themselves, their patients or others. They are responsible for notifying the Director of Nursing of such circumstances and it is the responsibility of healthcare workers to ensure that they utilise safe working practices as outlined in Infection Control policies.

Any breach in Infection Control Policies or Practice will place staff, patients and visitors at risk and may lead to disciplinary action.

29. **Miscellaneous**

Gloucestershire Care Services NHS Trust does not accept responsibility for articles of personal property lost or damaged from any cause. You are advised to obtain personal insurance cover against all risks. Should you be required to use a personal motor vehicle in the course of your employment it is your responsibility to ensure that you obtain appropriate insurance cover for business usage.

Gloucestershire Care Services NHS Trust has general policies regarding Standing Orders and Standing Financial Instructions, which you agree to when you sign this contract.

You agree that any sums loaned or advanced to you by Gloucestershire Care Services NHS Trust and the amount due in respect of any chargeable services provided to you by Gloucestershire Care Services NHS Trust and remuneration paid for periods of holiday taken in excess of your entitlement may be recovered by deduction from your salary. Payment of final salary may be deferred to ensure that all deductions have been made but shall not be unreasonably delayed.

The NHS has a longstanding protocol for the recovery of overpayments of salary and expenses, should such a situation arise. Members of staff have an obligation to be aware of what they have received and bring to the
attention of the Trust any overpayment. The repayment of any overpayment is a requirement in line with Trust Policy.

Gloucestershire Care Services NHS Trust has a No Smoking Policy throughout all premises, including Trust grounds and vehicles.

**Form of Agreement**

Two copies of the Contract are enclosed. You are required to sign both copies under the form of agreement and return one of the copies duly signed.

Attendance for employment will indicate your acceptance of each and every term of your employment as set out in this Contract. It is a condition of your employment that all information, provided by you as a part of your application for this post was truthful. Gloucestershire Care Services NHS Trust reserves the right to contact your previous employer(s) to verify your previous employment.

<table>
<thead>
<tr>
<th>Signed on behalf of Gloucestershire Care Services NHS Trust</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signed – Employee - I agree to the terms and conditions set out above and acknowledge receipt of a copy of this contract</th>
<th>Date Signed</th>
</tr>
</thead>
</table>

Please return a single copy of the signed contract to:

The Recruitment Team
Gloucestershire Care Services NHS Trust
Edward Jenner Court, Pioneer Avenue
Gloucester Business Park,
Brockworth,
Gloucestershire
GL3 4AW