

Contract of Employment: Statement of Terms and Conditions

Name: Louise Benson

Commencement Date: 13/01/2014

Job Title: Staff Nurse band 5 PICU, 271-CCN-0006 **Date Contract Sent:** 21/11/2013

Many congratulations on your appointment to Great Ormond Street Hospital for Children NHS Foundation Trust. Please take time to read this statement of main terms and conditions of employment and if you have any queries please do not hesitate to raise them with your manager or with the Human Resources Directorate. You should sign both copies of this statement, retain one for your information and return the other to the Human Resources Directorate.

Terms and Conditions of Service

Your appointment has been made under Agenda for Change terms and conditions of service. Your pay and terms and conditions of service will be determined by the NHS Staff Council and any changes to those rates which the Secretary of State for Health may authorise from time to time. Contractual arrangements and changes to terms and conditions agreed locally between Great Ormond Street Hospital and Staff Side Representatives are also binding on all staff.

1. PAY INFORMATION

Your post is allocated to Salary Band 5. The range for this Band is £21,388 to £27,901 per annum. You will commence on £24,799 per annum, this being the fourth point on the Band. Progression along the band is based on attaining the skills and knowledge identified for the post via the NHS Knowledge and Skills framework (in order to progress through two gateway salary points based near the minimum and maximum of the range). Between the two designated gateways your progression through the Band will be based on annual increments.

In addition you will also receive a high cost area supplement of 20% of your basic pay (minimum of £4,076 per annum and up to a maximum of £6,279 per annum).

Payment is made on the last working day of the month through the BACS system into an account of your choosing. The Trust is entitled to deduct payments for the following: any loans to the Trust, excess leave entitlement, other excess payments made to you, any deductions agreed by you, and any deductions required by legislation.

You have an obligation to take reasonable steps to ensure you are being paid correctly and if not, or if you are in any doubt, then you are required to bring this to your managers attention as soon as is reasonably practicable.

If you are offered overtime (Pay Bands 1 – 7 only), you have a choice of time off in lieu or pay at the applicable overtime rates. If you work at times which attract enhanced pay rates (e.g. weekends, nights, public holidays) these rates will be subject to current local agreements

2. DURATION OF CONTRACT

This is a substantive contract of employment (i.e. a permanent contract).

3. HOURS OF WORK

Your hours of work will be 37.5 per week and this is exclusive of breaks.

Your pattern of work will be as advised by your line manager or designated officer. The Trust requires its staff to be flexible and you may therefore be required to alter your hours and/or work additional hours. You may also be required to work on Public Holidays, in accordance with the needs of the service.

4. CONTINUOUS EMPLOYMENT

For the purposes of the Employment Rights Act 1996 (ERA) previous employment with another NHS employer does not count as part of your continuous period of employment with Great Ormond Street Hospital NHS Foundation Trust. Your continuous employment date at the Great Ormond Street Hospital for Children Foundation NHS Trust is 13/01/2014. However, for the purposes of certain NHS Conditions of Service, previous NHS Service not treated as being continuous under the provisions of the ERA may be reckoned for purposes subject to the rules set out in the Agenda for Change Terms and Conditions of Service Handbook.

5. PLACE OF WORK

Your principle base of work for the purposes of calculating any travel / mileage allowances applicable, will be Great Ormond Street Hospital, though you may be required to work at any of the Trust's establishments or any associated organisation. You will be given reasonable notice in the event of any change to your principle base of work and this will be discussed with you prior to implementation.

6. ANNUAL LEAVE ENTITLEMENT

The annual leave entitlement for a full time person in this post is 27 days per year rising to 29 days after 5 years NHS service and then to 33 days after 10 years NHS service plus 8 bank holidays.

If you are returning to NHS employment, a previous period or periods of NHS service will be counted towards your entitlement to annual leave.

Your annual leave entitlement runs from 1st April to 31st March each year.

If only a proportion of the leave year is worked, the entitlement to annual leave and bank holidays is pro-rata and is assessed on completed calendar months of service.

If you are employed on a part time basis your entitlement to leave and to bank holidays is calculated on a pro-rata basis. Your pro rata bank holiday entitlement should be added to your basic pro rata annual leave entitlement to make an inclusive annual leave entitlement. If days you normally work are bank holidays then you must take them out of your inclusive annual leave entitlement. Further information is available from the Human Resources Directorate.

You must obtain prior approval of your manager before booking any holiday leave dates. Approval will be in accordance with service needs. In exceptional circumstances and with the permission of your manager, any annual leave not taken in one leave year may be carried forward to the following leave year; the maximum amount to be carried over is five days.

If you take in excess of your entitlement, upon leaving the Trust, you will be required to reimburse the Trust; this is normally taken from your final pay.

Arrangements for absence from duty, expenses, public holidays etc are as laid out in the Agenda for Change Terms and Conditions of Service Handbook.

7. PROFESSIONAL REGISTRATION

If there is a statutory requirement for you to maintain registration with a statutory body then it is your personal responsibility to do so. Any lapse in registration may lead to suspension from duty and disciplinary action which could lead to dismissal. You are required to provide proof to your manager of your registration status on appointment, on renewal and at any other times when requested.

If you are a member of a professional body then you are required to comply with the appropriate code of professional conduct at all times.

If you are on Band 7 or above you are also expected to abide by the Senior Managers Code of Conduct, a copy of which is available from the Human Resources Directorate.

8. PERIODS OF NOTICE

You are entitled to a period of notice of **8 weeks** by either party (except in the case of gross misconduct when the Trust may terminate your employment without notice or payment in lieu of notice in accordance with the Trust's disciplinary policy).

9. SICKNESS

Pay arrangements for sickness absence are based on a period of continuous service:

During the first year of service – one months' full pay and two months' half pay

During the second year of service – two months' full pay and two months' half pay

During the third year of service – four months' full pay and four months' half pay

During the fourth and fifth years of service – five months' full pay and five months' half pay

After completing five years service – six months' full pay and six months' half pay

If you are returning to NHS employment, a previous period or periods of NHS service will be counted towards your entitlement to sick leave where there has been a break or breaks in service of 12 months or less.

These sick pay arrangements will not prevent a contract being terminated prior to expiry of sick pay entitlement.

Receipt of occupational sick pay is subject to the requirements of sick leave notification procedures. Delays in notifying sick leave and/or delays in submitting self or medical certificates may result in loss of pay and disciplinary action being taken against you. A copy of the Sickness Notification Procedure can be obtained from the Human Resources Directorate.

10. PENSION

Further information about the NHS Pension Scheme can be found within the following link www.nhsbsa.nhs.uk/pensions

11. RETIREMENT

There is no longer a statutory retirement date. Any member of staff wishing to work beyond their 65th birthday should refer to the Trust's Retirement Policy and Procedure.

12. WORK PERMIT/IMMIGRATION CLEARANCE

If you require a Certificate of Sponsorship or immigration clearance, then this must be obtained prior to commencement in the post and your employment is subject to continual approval being obtained. It is the responsibility of the member of staff to apply for, pay for and renew their right to remain in the UK. This is required even when a Certificate of Sponsorship has been granted. The Trust is not allowed to employ staff without satisfactory clearance. You may also be required to participate in audits run by the Home Office during the course of your employment.

13. CONFLICT OF INTEREST

The Trust expects its staff to maintain the highest standards of personal and business conduct at all times. The Trust rules are set out in the Conflict of Interest Policy, a copy of which is available from your manager or from the Human Resources Directorate. The policy requires staff to declare any actual or potential conflicts of interest so these can be maintained on a Register, and not to accept gifts or offers of hospitality. Staff who are unsure whether the policy applies must consult their manager.

14. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights (IPR) arising from work expressly required from an employee in the course of their Trust employment will normally vest in the Trust. IPR includes: copyright in works (including computer software and books); all rights, including the right to apply for patent protection, in any work, design or invention; and the right to Registered Designs. The Trust will make reasonable efforts to protect and exploit IPR in accordance with NHS policy and inventor employees may share in any income generated according to Trust policy.

15. CONFIDENTIALITY

a) **Patients, Staff etc.**

All information concerning patients must be treated as strictly confidential at all times. You may not divulge it to any person except when authorised by a senior officer as being in the best interests of the individual and a necessary part of treatment or for staff without consultation with a senior officer.

Staff wishing to raise concerns about health service issues must do so in accordance with the Trust's "Guidance for Staff on Raising Issues of Concern Relating to Health Care and Fraud or Corruption in the Trust" which includes a grievance procedure. Copies are available from the Human Resources Directorate.

b) **Information**

i) The following terms will govern the use of such material/information.

- a) except in the proper course of your duties, you shall not during or after your employment make use of, or otherwise deal with any such material/information acquired in the course of your employment;
- b) at the end of your employment you shall return all original material, copies or notes thereof to the Trust; and these terms shall not prevent your using such material/information where the material/information has ceased to be protected by intellectual property rights, whether by lapse of time or otherwise, or where the confidential information has ceased to be confidential whether by reason of it being put into the public domain by the Trust or a third party, or otherwise.

16. HEALTH AND SAFETY

Policy

- a) You shall not intentionally or recklessly interfere with or misuse anything provided in pursuance of any of the statutory provisions in the interests of health, safety or welfare.
- b) It is the duty of every employee whilst at work:
 - i) To take reasonable care for the health and safety of themselves and of other persons who may be affected by acts and omissions at work.
 - ii) to co-operate with the employer in ensuring that all statutory and other requirements are complied with.
- c) A copy of the current safety policy may be obtained from your manager.

Notifiable Diseases

Please tell your manager if you have been in contact with a person suffering from notifiable disease or if you are suffering from such a disease.

Infection Prevention and Control

You are required to participate in performance audits with respect to Infection Prevention and Control and are required to discuss this in your annual performance review.

Immunisation

If you are appointed to a post designated as high risk under the Trust's Hepatitis B Policy, you will need to provide satisfactory evidence of your Hepatitis B vaccination status.

In your own interests and in the interests of other staff, you may be required to undergo further medical examinations as necessary.

Pregnancy

The Trust takes very seriously its responsibility in ensuring that pregnant employees do not put their own or that of their child's health at risk. In order to ensure that every step is taken to protect our staff, it is required that all pregnant staff complete the Risk Assessment Form for Pregnant Workers (at the back of the Maternity Policy available on the Document Library or the Human Resources Directorate) **as soon as you discover you are pregnant** and discuss this

with your line manager. The Trust asks all staff to ensure that they comply with this in order to ensure that all possible steps are taken to support pregnant employees.

17. NHS INDEMNITY – CLINICAL NEGLIGENCE

NHS Indemnity covers the actions of health care professional staff acting in their professional capacity in the course of their employment for the Trust. This applies to nurses, midwives, pharmacy practitioners, registered ophthalmic or dispensing opticians (working in a hospital setting), members of the allied health professions, dentistry, laboratory staff and relevant technicians, psychologists and psychotherapists.

18. REHABILITATION OF OFFENDERS

Your appointment is subject to the express condition that you undergo an enhanced criminal record which includes a Protection of Children Act List check on appointment and if you change jobs within the Trust or any of its associated organisations. The Trust may, having undertaken checks, terminate this contract if it is not satisfied of your suitability for the post by reason of your criminal record check or POCAL status.

If you fail to reveal previous convictions during the application process, you may be subject to disciplinary action which could lead to your dismissal from the Trust.

During the course of your employment, you are required to reveal any convictions to the Trust. If, during this period you are arrested by the police, cautioned, appear in court (other than as a witness) and/or are convicted of any type of offence you must advise your manager. Failure to disclose this information may lead to your dismissal from the Trust.

19. TRUST POLICY AND PROCEDURES

You must abide by the Trusts Policies and Procedures that relate to your employment. These can be found on the GOSH intranet or are available from your manager or the Human Resources Directorate.

20. GRIEVANCE, DISCIPLINARY AND APPEALS

a) Grievance

Grievances relating to your employment should be raised informally, in the first instance, with your manager/supervisor. If the matter cannot be resolved at this level it can be pursued in accordance with the Trust's Grievance Procedure, a copy of which is available from the Human Resources Directorate or from the Document Library on the GOSH Intranet.

b) Disciplinary and Appeal

Trust Employees are subject to the Trust's Formal Disciplinary Procedure. The disciplinary procedure, however, does not apply to those who are employed by the Trust as part of a college placement, university course (e.g. as part of a sandwich course) etc. In these situations GOSH will liaise with the Further Education Institution to determine the best course of action which may include ending employment immediately and an early return to college / university.

A copy of the Formal Disciplinary Procedure is available from the Human Resources Directorate or from the Document Library on the GOSH Intranet. The Procedure includes the facility to appeal against disciplinary action. If you wish to appeal against disciplinary action this should be addressed in writing to the Head of Human Resources within 10 working days of the action being taken.

Suspension from duty, pending a disciplinary investigation, is normally with pay. It may be necessary in some circumstances to suspend without pay (for example where allegations of fraud against the Trust are made, where a relevant work permit / leave to remain / visa has expired etc.) If following investigation / hearing the allegations are not upheld then back pay will be provided.

For staff who also work on the GOSH Bank: Should you be subject to any investigation, capability or disciplinary action in your substantive post with the Trust you

cannot undertake bank shifts until such time as the issue/s is/are resolve. Dismissal from your substantive post with the Trust will result in dismissal from the Trust bank.

21. CAPABILITY

The Trust has procedures for dealing with employees who are not able to satisfactorily perform the duties of their post. This includes poor standards or inability to undertake the full range of job requirements or there are concerns regarding absence caused through sickness.

22. PERSONAL PROPERTY

No liability can be accepted for loss of, or damage to, personal property on Health Service premises by burglary, fire, theft or otherwise. You are advised, therefore, to arrange your own insurance cover if required.

23. TRUST PROPERTY

No material or goods which are the property of the Trust are to be removed from Health Service premises unless during the normal course of duty.

On leaving employment you must return to your manager your:

- *ID badge and any security pass
- *Uniform
- *Any other property issued to you
- *Any other property belonging to the Trust including documents or copies of documents (regardless of how these are stored)

24. EQUAL OPPORTUNITIES

You are requested to carry out your duties with due regard to the Trust's Equal Opportunities Policy. Additionally, supervisory and management post holders will be expected to promote and implement the Trust's Policy.

25. PERSONAL RESPONSIBILITY FRAMEWORK

All employees of the Trust are expected to uphold the values contained within the Trusts Personal Responsibility Framework and act in accordance with its provisions at all times. The Trust expects that each of its employees shall act in such a manner as to justify public trust and confidence and to uphold and enhance the good standing and reputation of Great Ormond Street for Children NHS Foundation Trust. Individuals must therefore at all times carry out their duties with due regard to the Trust's Personal Responsibility Framework and the Trust's Equal Opportunities Policy. A copy of the Framework is available from your manager or the Human Resources Directorate.

26. ACCURATE INFORMATION / INFORMING GOSH ABOUT CHANGES IN PERSONAL INFORMATION

Your initial and continued employment with the Trust is subject to the information given by you in your application, and other relevant documentation, being made in good faith without intention to deceive or withhold relevant information. If the personal information you have provided changes during the course of your employment, then you are expected to inform your manager of this.

You are required to inform your manager as soon as possible if you are arrested, charged or served with a criminal charge, whether or not arising out of your employment.

27. TRAINING AND DEVELOPMENT

The Trust is committed to the education, development and training of its staff. You may therefore be required to attend training/development events and participate in two-way performance appraisal. As part of Agenda for Change each job role has a knowledge and skills framework which has been developed and agreed with staff. New staff in post will be appraised in accordance with the KSF outline for their role and this will be used for development and pay progression purposes.

28. RESEARCH GOVERNANCE

Great Ormond Street Hospital for Children NHS Foundation Trust manages all research in accordance with the requirements of the Research Governance framework. As an employee of the Trust you must comply with all reporting requirements, systems, and duties of action put in place by the Trust to deliver research governance.

29. UNDERTAKING DUTIES AT OTHER NHS HOSPITALS

It is important to note that GOSH employees undertaking duties at other NHS hospitals sanctioned by GOSH (e.g. a duty that forms part of an agreed job plan or job description, regardless of frequency), will be covered by their contract of employment with GOSH. If an employee undertakes duties outside of the agreed job plan or job description, regardless of frequency, then they will not be covered by their contract of employment with GOSH. It is important to note, that it is the individual's responsibility to familiarise themselves with equipment, policies and procedures at the 'host' hospital and ensure they have an appropriate honorary contract in place with the 'host' hospital.

30. FLEXIBILITY

The job description for your post describes its main features, duties and responsibilities, however, you are required to be flexible and responsive to change. You may be required to change your base, duties or responsibilities or undertake other duties which may be instead of or in addition to your normal duties on a temporary or continuing basis. You will be consulted about major or long term changes to your post.

Signed on behalf of the Trust:



Position: Nickeal Patel Recruitment Officer

Date: 21/11/2013

I confirm acceptance of the post offered and agree to accept and abide by the terms and conditions of employment as outlined within this contract of employment.

Signed: _____

Position: Staff Nurse band 5 PICU, 271-CCN-0006

Date: _____