



CONTRACT OF EMPLOYMENT

Ref: 2018 Cohort//KT

1st October 2018

Full name
Address

Dear first name

I am pleased to confirm your fixed term appointment with Cardiff & Val UHB to the position of Trainee Clinical Psychologist.

Attached are the main terms and conditions of service, which will govern your employment with Cardiff & Vale University Health Board. This letter incorporates the written particulars required by the Employment Rights Act 1996 and constitutes your contract of employment with Cardiff & Vale University Health Board.

Please read carefully the contents of this letter and the attached main terms and conditions of service and let me know if there is anything that you do not understand. I should be grateful if you would sign below and return one copy to me and the other copy is enclosed for your retention.

I hope you will enjoy working in the School of Psychology, Cardiff University.

Yours sincerely

[Redacted signature]

CARDIFF & VALE UNIVERSITY HEALTH BOARD
CONTRACT OF EMPLOYMENT

NAME:

JOB TITLE: *Trainee Clinical Psychologist*

BAND: **6**

1. MAIN TERMS AND CONDITIONS OF SERVICE

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). 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

You will be managerially accountable to The Programme Director or his nominee.

You will report to your Appraisal Tutor regarding personal and academic matters.

You will be professionally responsible to The Programme Director.

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 1st October 2018

Continuous Employment Dates:

Employing Cardiff & Vale University Health Board – 1st October 2018

NHS – 1st October 2018

For the purposes of Section 210(5) of the Employment Rights Act 1996, your continuous employment started from the date of commencement with the NHS as outlined below.

Continuous previous service with an NHS employer will count as reckonable service in respect of NHS agreements on redundancy, occupational maternity leave/pay and occupational sick pay. Annual leave will be calculated on the basis of aggregated NHS service when verified. For all purposes except sickness, a break in service will be regarded as three months. For sickness purposes the Cardiff & Vale University Health Board will regard service where the break is less than 12 months as continuous.

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.

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

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 Cardiff & Vale University Health Board policies.

In accordance with the appropriate Cardiff & Vale University Health Board policy you will be required to take part in a staff 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 keep up to date with the requirements of supervisors/mentors of the relevant professional body or educational establishment.

5. TENURE OF APPOINTMENT

Your employment with the *Cardiff & Vale University Health Board* is fixed term until *1st October 2021*, for 3 years, due to the contract being for a fixed term period of training.

In the event that your registration on the D.Clin Psy Programme with Cardiff University due to your failure to meet the standards required, then your employment with Cardiff and Vale University Health Board will be reviewed which is likely to/could result in termination since the post of Trainee Clinical Psychologist on the South Wales Doctoral Programme in Clinical Psychology is conditional upon your continued registration on the D.Clin.Psy.

Interruptions to Training – Trainees who require long-term interruptions in their training will be enabled and supported in doing so as prescribed by relevant UHB policies. In all cases, return to training must be negotiated with the Programme Director and will be co-ordinated with the structured training programme in such a way as to ensure that the trainee is able to practise safely and effectively. Since trainees are students they will be expected to follow university policy for taking absence from taught courses. This may require a period of absence that is longer than that prescribed by UHB policies.

6. NORMAL PLACE OF WORK

Your normal place of work will be School of Psychology, Cardiff University. There may be occasions when you will be requested to work at other locations within the Cardiff & Vale University Health Board and the Cardiff & Vale University Health Board 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

Your employment will be subject to:-

- 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 disciplinary action.
- 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 or cautions may result in disciplinary action, in accordance with the «Cardiff & Vale University Health Board» Disciplinary Policy.
- Disclosure of any existing secondary employment or paid employment.
- The provisions of the "The Standards of Business Conduct for NHS Staff", a copy of which is available from your manager or the Human Resources Department.

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.

9. CURRENT DRIVING LICENCE

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

Where a full current driving licence is a requirement for your job 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 you carry valid insurance for business use and you are required to provide evidence of your insurance documents to your manager. Where there is a failure to comply with these requirements, this could result in disciplinary action.

10. EXPENSES

Expenses incurred in the course of your duties will be reimbursed to you in accordance with the appropriate policy on Travel and Expenses.

11. HOURS OF WORK

Your appointment is full time and your normal working week is *Hours* hours (excluding meal breaks) within a notional full-time working week of 37.5 hours.

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 Cardiff & Vale University Health Board reserves the right to change your working arrangements due to changes in the requirements of service needs. In such circumstances, the Cardiff & Vale University Health Board 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 Cardiff & Vale University Health Board is required to be aware of all the hours you work regardless of whether this is for the Cardiff & Vale University Health Board as overtime, bank, casual, agency or with another employer. You are, therefore, required to notify your manager of any such hours worked as these occur.

Exceptionally some staff will have their hours of work protected under Section 46.32 of the Agenda for Change Terms and Conditions of Service Handbook. You will be notified if this applies to your post.

12. REMUNERATION

The full time current salary pay scale applicable for the band you are appointed to is £26,566 - £35,578 per annum, based on 37½ 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.

13. PAY PROGRESSION AND INCREMENTAL DATES

For newly appointed or promoted staff, the incremental date will be the date when you take up your post. The incremental date is the date each year when staff are expected, in normal circumstances, to move to the next pay point on the relevant pay band.

Newly appointed or promoted staff joining a pay band will serve an initial foundation period of up to twelve months. Once progression has been agreed at the foundation gateway, as part of the Knowledge and Skills Framework (KSF), staff will progress to the next point on their pay band twelve months after appointment and to subsequent points every twelve months thereafter, subject to meeting the agreed competencies for progression through the second gateway point.

14. MATERNITY/ADOPTION/PATERNITY LEAVE

Details of maternity, adoption and paternity leave and pay provisions are available as required from your manager or via the Human Resources

Department. These provisions are in accordance with Agenda for Change Terms and Conditions Handbook, Section 15 and statutory regulations.

15. DEDUCTIONS/OVERPAYMENTS

Where certain charges for lodgings, meals, beverages, telephone charges, car parking, etc. are payable under the conditions of employment, they will be deducted from your salary.

The Cardiff & Vale University Health Board reserves the right to withhold salary and benefits, or make deductions from salary/wages in respect of unauthorised absence from work, over-payment of salary and/or expenses. Furthermore the Cardiff & Vale University Health Board also reserves the right, following investigation, to withhold payment or deduct a day's pay for each day of any unauthorised absence.

The Cardiff & Vale University Health Board will manage any necessary deductions in a sensitive manner and before any deductions are made you will be consulted and a discussion will be undertaken as to the most appropriate method and timescale for such a repayment to be made.

16. PENSIONS

Membership of the NHS Pension Scheme is voluntary but you are encouraged to join. It is important to note that almost all employees between the ages of 16 and 75 will be contractually enrolled into the NHS Pension Scheme. Your pension contributions will be taken directly from your pay and will be subject to tax relief.

If you do not wish to join the NHS Pension Scheme you will need to complete the 'Application to leave the NHS Pension Scheme (SD502)' form. The form can be downloaded from the 'Leaving or taking a break from the Scheme' section of NHS Pensions website at www.nhsbsa.nhs.uk/member-hub. If you do not have personal access to a computer, you should be able to access facilities which will allow you to do so at work or please contact NHS Pensions on 0300 3301 346 to request a paper copy.

A small number of employees are ineligible for NHS Pension Scheme membership. If they meet specific age and earnings criteria, they will be Automatically Enrolled into Cardiff & Vale University Health Board's alternative pension provider National Earnings Savings Trust (NEST) Corporation. Scheme is contracted out of the State Earnings Related Pension Scheme.

17. ANNUAL LEAVE AND BANK HOLIDAYS

The annual leave year is 1st April – 31st 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 37½ hours spread over a five day week, the leave entitlement per leave year is as follows:

Length of Service	Annual Leave Entitlement
On appointment within the NHS	27 days plus 8 Bank Holidays
After five years service	29 days plus 8 Bank Holidays
After ten years service	33 days plus 8 Bank Holidays

For staff who work shifts other than 7½ hours excluding meal breaks, the annual leave and general public holiday entitlements will be calculated on an hourly basis, in line with the All Wales Calculation Agreement, to prevent staff on these shifts receiving greater or less leave than colleagues on standard shifts. Please refer to your manager for the Annual Leave Policy.

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 31st March.

In the year of joining or leaving the Cardiff & Vale University Health Board, leave will be calculated proportionate to the completed service during the leave year.

You will also be entitled to paid bank holidays, pro rata where appropriate. When New Year's Day, Christmas Day or Boxing Day falls on a weekend, alternative days are usually designated as Bank Holidays.

For part time staff who were in post on 1 October 2004 and do not have their Bank (public) Holidays calculated on their hours of work, these arrangements will be protected until December 2009.

If your shift rota schedules you to work on a Bank Holiday, then you will be paid in accordance with Agenda for Change Terms and Conditions. You are required, if requested by your manager, to work such Bank Holidays as may be necessary.

There is no 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 *Cardiff & Vale University Health Board* in lieu of unused holiday entitlement except on termination of employment.

If, upon termination of your employment, you have taken paid holiday 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 holidays.

18. 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 *Cardiff & Vale University Health Board* to arrange emergency cover. You should also attempt to indicate the number of days you expect to be absent from work due to sickness.

Subject to you complying with the *Cardiff & Vale University Health Board* Sickness Absence Policy and statutory notification requirements (details of which can be obtained from your manager) relating to Statutory Sick Pay and Medical Certificates, you will be entitled to receive remuneration, inclusive of Statutory Sick Pay, as detailed in the *Cardiff & Vale University Health Board* Sickness and Absence Policy.

You will be required to complete a self certification form from the first day of sickness. If your absence continues beyond the seventh day, you will be required to submit a medical statement from your doctor. Further statements are required if the sickness continues beyond the period stated on the initial medical certificate.

The *Cardiff & Vale University Health Board*, 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 the *Cardiff & Vale University Health Board* Occupational Health Department and your General Practitioner. In any event, you must notify your manager and obtain authorisation prior to undertaking any secondary employment even if suggested or agreed with your GP or Occupational Health Practitioner.

If you become aware that you or any member of your household is suffering from any infectious, contagious or notifiable disease, you should immediately notify your manager.

If you are found to be carrying out other employment during a period for which you have submitted a medical certificate, you will be presumed to have been fit for contractual duties, and to have proved that to be so, by the ability to carry out another job.

Such a claim for sick pay may be deemed to have been fraudulently made, and the submission of a medical certificate to have been an effective misrepresentation. Such a claim may result in disciplinary action being taken and may lead to a finding of gross misconduct justifying summary dismissal.

An employee on sick leave has a duty to facilitate their own recovery. Participation in activities which may delay or undermine their recuperation whilst on sick leave will be considered to be a serious disciplinary offence.

The payment of sick pay will be subject to you complying with the above provisions. Where eligible for occupational sick pay, entitlements will be paid in accordance with the Agenda for Change Terms and Conditions as follows:

Period of Service	Entitlement
During first year of service	1 month 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 *Cardiff & Vale University Health Board* Sickness and Absence Policy where frequent or continued absences affect the efficiency of the service.

Sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a professional, or where contributory negligence is proved.

In the course of your employment you may be referred by your manager to the *Cardiff & Vale University Health Board* Occupational Health Department for a medical opinion. In the event of a conflict of medical opinion, the *Cardiff & Vale University Health Board* may refer the matter to an independent specialist acting as an expert, and in so doing, you then consent to the disclosure of such information to the *Cardiff & Vale University Health Board*.

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 *Cardiff & Vale University Health Board*, e.g. pay, shall be recoverable. This does not apply to compensation awarded by the Criminal Injuries Compensation Board.

19. MEDICAL EXAMINATION

Your continued employment is subject to confirmation of your fitness for employment by the *Cardiff & Vale University Health Board* Occupational Health Department and you may be required to undergo a medical examination in order to confirm your continued fitness for employment.

20. GRIEVANCE POLICY

If you have a grievance in connection with your employment, you should normally notify your manager who will take such steps as necessary and who will follow the appropriate grievance procedure (available from your manager).

21. DISCIPLINARY POLICY

If, for any reason, your performance or behaviour is unsatisfactory, it will be necessary to manage these issues in accordance with the *Cardiff & Vale University Health Board* Disciplinary Policy and Procedure

In the event of an act of 'gross misconduct' you may be liable to summary dismissal 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.

The *Cardiff & Vale University Health Board* reserves the right to suspend you on full pay in order to undertake an investigation into allegations of misconduct.

22. CONFIDENTIAL INFORMATION

You must, at all times, be aware of the importance of maintaining confidentiality and security of information gained by you during the course of your duties. This will, in many cases, include access to personal information relating to service users. You must treat all information, whether corporate, staff or patient information, in a discreet and confidential manner in accordance with the provisions of the Data Protection Act 1998 and Cardiff & Vale University Health Boardal policy.

- If unsure about the use or sharing of patient information, seek advice from the *Cardiff & Vale University Health Board* Caldicott Guardian.
- Any breach of confidentiality may lead to disciplinary action and may be regarded as gross misconduct justifying summary dismissal.
- The information you have provided during your application process has been used for recruitment purposes only. Following your successful appointment, all information held about you is only used for specific purposes in connection with your employment. For further information on how your data is used please refer to your organisational Staff Privacy Notice.

23. CARDIFF & VALE UNIVERSITY HEALTH BOARD 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, clothing, documentation or other property which belongs to the *Cardiff & Vale University Health Board*. 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.

24. STAFF CARDIFF & VALE UNIVERSITY HEALTH BOARDS AND TRADE UNIONS

The *Cardiff & Vale University Health Board* is committed to working in partnership with trade unions and this means that the *Cardiff & Vale University Health Board* is committed to jointly resolving problems and joint decision making in partnership with the trade unions. The *Cardiff & Vale University Health Board* actively encourages you to join any trade union or professional body of your choice; subject to any rules for membership that Cardiff & Vale University Health Board may apply. A list of recognised trade unions can be obtained from either the Human Resources Department or Chair of Staff Side. As the trade unions negotiate on your behalf, the *Cardiff & Vale University Health Board* would encourage you to become a member of a recognised trade union.

25. SECONDARY EMPLOYMENT

Throughout your employment with the *Cardiff & Vale University Health Board* you should not engage in any outside 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 *Cardiff & Vale University Health Board*.

If you wish to engage in secondary 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 *Cardiff & Vale University Health Board* is not compromised.

If you have, or obtain in the future, any financial contracting interest or relationship with another Cardiff & Vale University Health Board, which may affect the *Cardiff & Vale University Health Board* policies or decisions, you must declare this to your manager in writing.

26. PROMOTING DIVERSITY

The *Cardiff & Vale University Health Board* is committed to promoting diversity in employment. It recognises that discrimination is unacceptable and that it is in the best interests of the Cardiff & Vale University Health Board and the population it serves to utilise the skills of the total workforce. Failure to comply with or adhere to the Equal Opportunities Policy will be treated as misconduct under the Disciplinary Policy and Procedure, and may result in dismissal.

27. HARASSMENT/DIGNITY AT WORK

Harassment at work will not be acceptable in any form. Failure to comply with or adhere to the All Wales Dignity at Work Policy Guidance will be treated as misconduct under the Disciplinary Policy and Procedure, which may result in dismissal.

28. DISCOVERY AND INVENTIONS/OWNERSHIP OF INFORMATION

The *Cardiff & Vale University Health Board* wishes to stress that all information generated during the course of your employment is the property of the *Cardiff & Vale University Health Board* 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 *Cardiff & Vale University Health Board* and you are required to co-operate fully with the *Cardiff & Vale University Health Board* to enable it to protect the invention by letters, patent or otherwise howsoever.

29. NOTICE OF TERMINATION

The contractual notice you are required to give to *Cardiff & Vale University Health Board* 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 *Cardiff & Vale University Health Board* 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 *Cardiff & Vale University Health Board*, the *Cardiff & Vale University Health Board* 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.

The *Cardiff & Vale University Health Board* reserves the right to pay you salary in lieu of notice.

30. 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 *Cardiff & Vale University Health Board* in a confidential

manner, please refer to the Whistle Blowing Policy, a copy of which is available from your manager or the Human Resources Department.

31. ALCOHOL, DRUG AND SUBSTANCE MISUSE

The *Cardiff & Vale University Health Board* has a policy on Alcohol, Drug and Substance Misuse. Staff will be required to observe the requirements of this policy which is available from either your manager or the Human Resources Department.

32. SMOKE FREE POLICY

Smoking is prohibited and you must adhere to the *Cardiff & Vale University Health Board* Smoke Free Policy at all times. A copy of this policy is available from your manager or the Human Resources Department.

33. LOSS OR DAMAGE TO PERSONAL BELONGINGS

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

34. NOTIFICATION OF CHANGES

You are required to notify your manager/Human Resources Department/Payroll Department, in writing, of any changes to your personal circumstances, for example, name, address, marital status, telephone number, bank or building society details, etc.

35. 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 *Cardiff & Vale University Health Board* 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 *Cardiff & Vale University Health Board* Health & Safety Policies may lead to disciplinary action being taken against you which could result in dismissal.

The *Cardiff & Vale University Health Board* is committed to protecting its staff, patients, assets and reputation through an effective risk management process. You will be required to comply with the *Cardiff & Vale University Health Board* 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.

36. INFECTION CONTROL

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

Acceptance

I hereby confirm that I accept this appointment on the terms and conditions set out above and contained in the *Cardiff & Vale University Health Board Standards of Business Conduct*. I have retained a copy of this statement for my own information.

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

DATE:
