

Executive Contract

Contract of employment between

Employee XXXXXXXXXX

And

Employer Local Health Board “the LHB”

Post XXXXXXXXXXXXXXXXXXXX

1. Main Terms & Conditions of Service

In accordance with the requirement of section 1 (1) of the Employment Rights Act 1996, (include relevant section of the Act) this contract sets out the terms and conditions of your employment. The terms and conditions attached to this appointment will be determined by Welsh Government, the LHB and will where appropriate mirror Agenda for Change terms and conditions as detailed in the Handbook and as amended from time to time. Any other changes to your contract of employment will be made by agreement with you individually.

2. Appointment

Your employment with the LHB is open ended ie the appointment will continue until such time as terminated by either party in accordance with the notice and termination provisions set out in this contract.

Date commenced in this post XXXXXXXX .

Date commenced continuous employment with XXX Local Health Board
XXXXXXXXXX.

Date commenced continuous employment with the NHS XXXXXXXX

For the purposes of section 210(5) of the Employment Rights Act 1996 your continuous employment started from the date of commencement with the XXX Local Health Board XXXXXXXX.

Continuous previous service with an NHS employer will count as reckonable service in respect of NHS agreements on redundancy, occupational maternity/pay and occupational sick pay. Annual leave will be calculated on the basis of aggregated NHS services when verified. For all purposes except sickness, a break in service will be regarded as 3 months. For sickness purposes the LHB 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).

Your position as XXXXXXXXXXXXXXXX will automatically terminate upon termination of your employment with the LHB.

3. Duties and Performance

During your employment you are required to adhere to the policies and procedures of the LHB and those issued by third parties which apply to the LHB. Any reference in this contract to employment policies and procedures will mean those that are in force from time to time.

- 3.1 The duties of the post are attached or are outlined in your job description and person specification and may be changed by mutual agreement from time to time.
- 3.2 Your key performance objectives will be based on the NHS Wales Annual Operating Framework and the Local Delivery Plan/Business Plans. Your personal objectives will be set by the Chief Executive of the LHB.
- 3.3 Your performance will be reviewed every 12 months by the Chief Executive of the LHB in accordance with the relevant LHB policies relating to performance and capability.
- 3.4 The pay arrangements, including performance payments if applicable will be as issued by the Welsh Government.
- 3.5 In delivering your performance targets and personal objectives you will adhere to the Standards of Conduct as articulated in the Codes of Conduct and Accountability for NHS Boards and the Code of Conduct for NHS Managers Directions 2006. You will be expected to work within the spirit of the Code and any other relevant Codes of Conduct as appropriate.
- 3.6 Throughout your employment with the LHB you should not engage in any outside employment which may adversely affect 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 LHB.
- 3.7 If you wish to engage in secondary employment, you must first discuss and agree it with the Chief Executive. This will ensure that your position as XXXXXXXXXXXXXXXX in the LHB is not compromised.
- 3.8 If you have, or obtain in the future, any financial interest or relationship with another organisation, which may affect the LHB policies or decisions, you must declare this to the Chief Executive in writing.
- 3.9 You must at all times abide by the provisions of the Standards of Business Conduct for NHS staff, any other relevant Codes of Conduct, Standing Financial

Instructions and Standing Orders, particularly in respect of the acceptance of gifts and hospitality.

4. Board Membership

As a Board member you will be expected to adhere to and implement all lawful and reasonable instructions from the Board or the Chair and do your utmost to promote the interest of the LHB.

You will keep the Board and the Chair fully informed and provide any explanation or information required in the spirit of the Codes of Conduct and accountability for NHS Boards and the Code of Conduct for NHS Managers Directions 2006, any other relevant Codes of Conduct and the Standards of Business Conduct for NHS Staff.

You must adhere fully and faithfully to the arrangements of the NHS and the LHB including Standing Orders and all other relevant policies, codes and guidelines as amended from time to time.

5. Place of Work

- 5.1 Your normal place of work will be XXX. There may be occasions when you will be requested to work at other locations within the LHB and the organisation reserves the right to reasonably transfer you following consultation, to any of its locations, in accordance with the needs of the service. In such circumstances a change of base, may carry an entitlement to excess travel payments and if appropriate reasonable expenses in accordance with the LHB's policies.
- 5.2 You may be invited to undertake work in other parts of the NHS in Wales on a permanent or temporary basis for career development purposes or to fill an appointment to meet the needs of NHS Wales. This will always be agreed with you and your NHS employer and any such transfer will be voluntary.
- 5.3 You may also be required to travel within Wales/UK in the performance of your duties.

6. Hours of Work

Your standard working week will be 37.5 hours over 5 days. In determining your hours of work due regard will be given to the provisions of the Working Time Regulations 1998 and any amending legislation. The LHB operates flexible working hours to meet the needs of the service and to accommodate domestic and personal needs where these are possible.

7. Pay

Your basic pay and salary will be set by the LHB in conjunction with the Welsh Government. Any variation to your salary will be determined by the LHB's Remuneration and Terms of Service Committee. Any variations to pay will also

be subject to the approval of the Welsh Government and to the requirements of equal pay or any other legislative requirements.

Your starting salary will be £XXXXXX. Your salary will be paid to you monthly in arrears on XX of each month. You may be required to work such additional hours as are necessary for the proper performance of your duties without extra remuneration.

8. Pension & Retirement

This appointment is pensionable and you will be entitled to become/continue as a member of the NHS Pension Scheme. Details of the scheme are available from the Human Resources Department.

The NHS Pension Scheme is contracted out of the state earnings related Pension Scheme.

Provisions for your retirement and any right to request to stay on past your normal retirement age will be provided in the LHB Retirement Policy.

9. Home Working

By agreement with the Chief Executive of the LHB you may work from home subject to such terms and conditions as may be determined by the LHB from time to time.

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.

You may be entitled, subject to it being financially viable, to a lease car in accordance with the general lease car scheme in operation within LHB.

11. Annual Leave

The annual leave year runs from 1st April to 31st March and all leave entitlement must normally be taken within the annual leave year. However, at the discretion of the Chair you may carry up to 5 days forward. All leave is subject to the exigencies of the service.

Your annual leave entitlement is based on your reckonable service and in accordance with the Agenda for Change Terms and Conditions of Service Handbook. Your annual leave entitlement is XX days. Additionally, you are entitled to 8 bank holidays (pro rata).

12. Sickness Absence

Your contract will be governed by the LHB Sickness & Absence Policy. In addition to the requirements of this policy, if you are absent from your post for

any continuous period the LHB may, without being in breach of your contract, appoint another person to undertake the duties and fulfil your duties during your period of absence.

Your entitlement to sickness pay is determined by the Agenda for Change Terms and Conditions Handbook.

In the course of your employment you may be referred by the Chief Executive to the Occupational Health Department for a medical opinion. In the event of a conflict of medical opinion, the LHB 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 LHB. Where alternative employment is being sought then the principles included in the Disability Discrimination Act 1995 will be considered where appropriate.

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 LHB (for example salary) shall be recoverable. This does not apply to compensation awarded by the Criminal Injuries Compensation Authority.

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.

13. Maternity/Parental/Adoption Leave & Pay

Details of maternity, adoption and paternity leave and associated pay provisions are available as required from the Human Resources Department. These provisions are in accordance with the Agenda for Change Terms & Conditions Handbook, Section 15 and Statutory Regulations.

14. Deductions from Wages

In accordance with the terms of the Employment Rights Act 1996 the LHB reserves the right to withhold salary and benefits, or make deductions from salary in respect of unauthorised absence from work, overpayment of salary and/or expenses. Furthermore the LHB also reserves the right, following investigation, to withhold payment or deduct a day's pay for each day of any unauthorised absence.

The LHB 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.

15. Freedom of Information

The LHB is bound by the Freedom of Information Act 2000.

By signing this contract you consent to the disclosure of your annual remuneration and other benefits in the annual accounts of the LHB.

By signing this contract you consent to the LHB holding and processing any information about you which you provide to it, or which it may acquire as a result of your employment and to the LHB holding and processing any sensitive personal information about you (sensitive personal data having the meaning given to it in the Data Protection Act 1998).

16. Equality Provision

The LHB is committed to equal opportunities. You are therefore required to comply with the Equal Opportunities and/or Dignity at Work Policies and Procedures of the LHB.

17. Reorganisation

If the LHB is subject to reorganisation, including but not limited to a merger or amalgamation with another organisation, you agree that you will have no claim for breach of contract merely because you no longer hold the post of **XXXXXXXXXXXXXXXXXX** after the amalgamation, merger or reorganisation provided that you are offered reasonable alternative employment in the same or any other health service body in such a role and on such terms and conditions which are overall commensurate with your current role and overall no less favourable than the financial terms of your employment under this contract.

Your statutory rights in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 are not affected.

18. Health & Safety

The LHB has a duty to ensure so far as is reasonably practicable the health, safety and welfare at work of all its employees. Each employee is also under a duty whilst at work to take reasonable care for the health and safety of themselves and of others, as regards any duty imposed on the LHB and to co-operate with the LHB so far as is necessary to enable compliance with that duty.

19. Arrests & Criminal Convictions

If during the course of your employment you are arrested, placed on police or court bail or refused bail or are charged or convicted by a court of any criminal offence you shall inform the Chief Executive as soon as possible.

In such circumstances the LHB reserves the right to apply the provisions of its Disciplinary Procedure and Policy if appropriate.

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

The scope of this clause does not include traffic offences whilst using a non-official vehicle when the penalty does not include imprisonment or suspension of your driving licence.

20. Termination of Employment

20.1 Standard Notice

You are entitled to 3 months' written notice from the LHB except in the case of summary or immediate dismissal. You may at any time terminate your employment by giving 3 months' written notice.

The LHB may exercise its discretion to pay you in lieu of all or part of your notice period. Any such payment in lieu of notice ("PILON") will be subject to the approval of the Remuneration and Terms of Service Committee.

In the event of a PILON being made, you are obliged to notify the Chief Executive of the LHB at the earliest opportunity of any offer of employment received from another NHS employer received within the notional notice period covered by the PILON and of the terms and conditions (including remuneration) of that offer.

Further, in the event of a PILON being made, you are obliged upon demand to repay to the LHB any sum (up to the net value of the PILON) you receive in remuneration from new employment with another NHS employer during the notional notice period covered by the PILON. The LHB will at all times take due consideration of guidance from the Welsh Government on the obligations arising on termination.

20.2 Obligations during Notice

You will continue to be bound by the terms and conditions of employment during your notice period. The LHB reserves the right to require you to remain at home and/or to undertake work from home during any notice period and to remain away from your place of work pending the expiry of any notice period.

20.3 Disciplinary and Capability Policies

If, for any reason, your performance or behaviour is unsatisfactory, it will be necessary to manage these issues in accordance with the LHB Disciplinary or Capability Policies and Procedures.

In the event of an act of 'gross misconduct' you may be liable to summary dismissal and will lose entitlement to notice or pay in lieu of notice. The Disciplinary Policy makes reference to the person with the authority to terminate

your employment for matters relating to conduct and also lists the types of conduct that will be regarded as 'gross misconduct'.

The LHB reserves the right to suspend you on full pay in order to undertake an investigation into allegations of misconduct. In certain exceptional circumstances the LHB reserves the right to suspend you without pay. Any such decision will only be taken after discussion with you and/or your representative.

21. Return of Property

The LHB may at any point during your employment or on termination of your employment require you immediately to deliver up all correspondence, documents, specifications, papers, magnetic disks, tapes or other software storage media and property belonging to the LHB which may be in your possession or under your control (including such as you have made or prepared or have come into your possession or under your control and relate in any way to the business or affairs of the LHB and/or any of its patients, commissioners, suppliers, agents, distributors, clients and/or customers) and you will not without the written consent of the Chair retain any copies.

22. Grievance Policy

If you have a grievance in connection with your employment, you should normally notify the Chair who will then make appropriate arrangements for your grievance to be considered in accordance with the Grievance Procedure.

23. Confidential Information

This clause applies to any information obtained during the course of your employment with the LHB which is confidential in nature and of value to the LHB including, but not limited to, patient records and details, information relating to organisation or business contracts, information relating to financial affairs, service or commercial contracts and information relating to confidential policies of the LHB and its successor organisations ('Confidential Information').

You may, where appropriate, disclose confidential Information for the purposes of carrying out your duties. However, you shall not, during the continuance of your employment or at any time after its termination for any reason, use or disclose to any person or persons whatsoever (except the proper officers of the LHB or under the authority of the Board) any trade secrets or secret information or Confidential Information and you shall use your best endeavours to prevent any such use or disclosure.

Disclosure of Confidential Information, other than in accordance with this clause, may be detrimental to the business of the LHB and other relevant organisations and may amount to gross misconduct.

In accordance with the LHB policy on Standards of Business Conduct for NHS Staff, the Codes of Conduct and Accountability for NHS Boards and the Code

of Conduct for NHS Managers Directions 2006, and governance policies, including Standing Orders, relating to the LHB you will not obtain financial advantage, directly or indirectly, from a disclosure acquired by yourself in the course of your employment. Your duty of non-disclosure continues after termination of employment.

This clause 24 shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction or any information which, except through any breach of this or any other agreement by you, is in the public domain, is required by an appropriate regulatory authority or is information disclosed for the purpose of making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996.

24. Obligations on Termination of Contract

Notwithstanding the termination of your employment with the LHB you may be called upon with reasonable notice to assist the LHB in responding to or defending or pursuing or otherwise dealing with any complaint, investigation, inquiry or litigation involving the LHB and relating to matters within your knowledge.

You will be entitled to be paid reasonable expenses for this assistance.

25. Substitution Clause

This contract shall take effect in substitution for any previous agreements and arrangements, whether written or oral, between you and the LHB (or its predecessor in title) relating to your employment, all of which agreements and arrangements are terminated by mutual consent as from the date of this contract.

The schedules attached to this contract or identified in it are deemed to be part of it.

26. National & Regional Responsibilities

You will be expected as a normal part of your responsibilities to undertake a supplementary role at National and Regional level. This will be described in general terms in your job description.

27. Form of Acceptance

You have received two copies of this document. Please sign both copies. Retain one copy for your own information and future reference.

Employee declaration: I hereby acknowledge receipt of my contract of employment and confirm that I accept the terms and conditions stated therein.

I understand that the LHB is entitled, following due process, to dismiss me summarily if I have given false or misleading information in the application form, at interview or on the health declaration form.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

NAME _____

SIGNED: _____

DATE: _____