



Directorate of Organisational & Workforce Development

Statement of Terms and Conditions of Service

between

Birmingham and Solihull Mental Health NHS Foundation Trust, B1, 50 Summerhill Road,
Birmingham B1 3RB

and



This Statement of Terms and Conditions of Service is issued in accordance with the Employment Rights Act 1996 (as amended 2002). It sets out the main terms and conditions of service under which you are employed by Birmingham & Solihull Mental Health NHS Foundation Trust (BSMHFT).

Chair: Sue Davis, CBE | Chief Executive: Roisin Fallon-Williams

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SECTION 1

Please sign both copies of this document, keeping one for your own reference and returning the other within two weeks of receipt to your line manager. It is very important that you return the second copy as soon as possible. You are advised to read this document carefully and to take up any queries as early as possible.

Job Title	Clinical Psychology Trainee
Reporting to	Consultant Clinical Psychologist
Location	B1 Trust Headquarters
Date of Appointment	28-Sep-2020 to 28-Sep-2023
Contract Type	Fixed Term (Please see attached sheet SPECIAL PROVISIONS)
Hours per Week	Full time: 37.5 hours per week
Pay Band	Band 6 - £31,365 per annum pro rata
Salary	£31,365 per annum pro rata
NHS Continuous Service	Please ensure we hold the correct date by reviewing the information in your Employee Self Service record. This can be accessed when you start with us
Probation End Date	27-Mar-2021

You may be required to vary the pattern of your working week to meet the needs of the Trust. This will be at your manager's discretion with due notice being given.

DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be in accordance with your Job Description. This document is not meant to be a definitive description of your duties and responsibilities although it serves as a guide for the major areas for which you are accountable. The Trust may, with reasonable notice, require you to undertake additional duties and responsibilities, which fall within your capability; and/or vary your existing duties and responsibility in line with the changing needs of the service.

PAY BAND

As set out in SECTION 1.

SALARY SCALE

As set out in SECTION 1.

Your salary on commencement with BSMHFT will be as set out in SECTION 1.

FREQUENCY OF PAY

You will be paid monthly by direct bank credit.

ANNUAL LEAVE ENTITLEMENT

Total years of NHS Service	Entitlement
0 - 5 years	27 days annual leave + public holidays
5 - 10 years	29 days annual leave + public holidays
Over 10 years	33 days annual leave + public holidays

(Pro rata for part time members of staff) If you have previous continuous NHS service this will count towards your entitlement to annual leave. The leave year is from 1st April to 31st March, and is based on whole months worked.

PERIOD OF NOTICE

You are required to give notice of termination of your employment in accordance with the table below. The length of notice you need to provide to BSMHFT is dependent on your banding.

Pay Band	Notice Period
1 - 7	2 months
8 - 9	3 months

The notice the Trust needs to give you is based on length of service;

- One week if you have been continuously employed for between one month and two years
- One week for each complete year (up to a maximum of 12) if you have been continuously employed for two or more years
- This is not taken to prevent either party waiving the right to notice or agreeing a lesser period of notice; nor does it affect the right of either party to terminate the contract without notice by reason of the repudiatory conduct of the other party

In such cases where the Trust does dismiss, and there is a notice period, the employee will receive the amount of monies appropriate to the period of notice. This will be as one final payment and the employment will terminate immediately. The provision of all benefits will cease on the date that employment terminates.

CONTINUITY DATE

Your period of continuous employment, for the purposes of statutory employment rights such as the right to claim unfair dismissal, commenced on as set out in **SECTION 1**.

Unbroken service with a previous NHS employer will not count for the purposes of continuous employment, except where necessary to determine your entitlement to certain accrued rights under NHS terms and conditions of employment, including maternity leave and pay, sick pay and redundancy pay.

Your confirmed NHS continuous service date is as set out in **SECTION 1**.

TERMS AND CONDITIONS

Your employment is subject to the NHS Terms and Conditions of Service Handbook which are agreed by the NHS staff Council, and can be viewed at: <https://www.nhsemployers.org/tchandbook>

Please note, the Trust does review its policies and procedures on a regular basis to ensure they are relevant and compliant.

TRUST INDUCTION

Your attendance is required on the full Trust Induction programme when you commence employment with the Trust. This means you will be expected to arrive promptly, attend all sessions in order to ensure that you have met the Trusts fundamental training requirements.

Failure to attend the full induction will result in a delayed start date, in post and a review of your potential employment with the Trust. Any such delay is on a no pay basis and you will be booked onto the next available induction programme.

PROBATION

If you are new employee to the Trust or moving from our bank to a substantive post, the first six months of your employment you will be subjected to a probationary period. Your employment may be terminated during this period at any time on one week's prior notice, if your performance, conduct or attendance is unsatisfactory. During the probationary period your performance and suitability for continued employment will be monitored, and you will be informed in writing if you have successfully completed your probationary period. If relevant, your probationary period will begin on commencement and will end as set out in **SECTION 1**.

MOBILITY

It may be necessary on occasion to change your work location on either a short or long term basis due to business need, subject to reasonable notice. All employees are expected to be reasonably flexible in terms of their working location,

EXPENSES

The Trust will reimburse to you all reasonable expenses that you have incurred in the proper performance of your duties. Expenditure should be approved prior to being incurred, and you will be required to produce receipts as evidence of expenses incurred. Expenses are subject to the Trust's Expenses Policy (which sets out rates of reimbursement), and in accordance with Standing Financial Instructions (SFI's)

OCCUPATIONAL PENSION SCHEME

Membership of the NHS Pension Scheme is voluntary. However, on commencement of employment with the trust you will automatically be brought into the scheme.

If you want to stay in the pension scheme, your personal details will automatically be passed to the NHS Pension Scheme and your pension will start building from your start date.

However, you may opt out of the Pension Scheme at any time, by completing the application to leave SD502 form. We are not legally able to provide you with an opt out form, this can be downloaded from the NHS Pensions website at <http://www.nhsbsa.nhs.uk>

The National Health Service Pension Scheme allows for transfer of pension rights from certain other pension schemes and applications should be made on the appropriate form to the Superannuation/Pensions Officer at the time of commencement.

QUALIFICATIONS OF EMPLOYMENT

Your employment by the Trust may be dependent upon the possession of qualifications and/or registration with a statutory body (e.g. General Medical Council, Nursing and Midwifery Council, Health Professions Council) or other authority. Evidence of current qualifications including current professional registration must be produced on request – failure to provide such evidence may lead to the termination of your employment.

An essential requirement of this role is to undertake and successfully complete the Doctoral Programme in Clinical Psychology. Failure to successfully complete this qualification and professionally register will result in a breach of contract and will bring the contract of employment to an end.

SICK PAY

Occupational Sick Pay entitlement, which shall be inclusive of any concurrent Statutory Sick Pay entitlement, for any period of twelve months is set out below. It is calculated on a rolling basis.

Period of Continuous NHS Employment	Period at Full Pay	Period at Half Pay
Up to 12 months	1 month	2 months
Over 1 year and up to 2 years	2 months	2 months
Over 2 years and up to 3 years	4 months	4 months
Over 3 years and up to 5 years	5 months	5 months
Over 5 years	6 months	6 months

The Trust is responsible for paying Statutory Sick Pay to eligible employees for the first 28 weeks in any period of incapacity for work, in accordance with the Social Security Contributions and Benefits Act 1992.

To qualify for pay during sickness you must:

- Follow the sickness absence policy and procedure a copy of which can be found in your work base. This states that you must: contact your line manager as soon as possible, and

in line with local procedures, to notify them that you will be unable to attend work due to sickness

- If the period of absence extends beyond three working days, then you must complete a self-certification form, and send it to your line manager within 7 days from the onset of the illness
- If you are absent for more than seven consecutive days you must obtain a medical certificate from your doctor. Certificates must be submitted immediately and run concurrently
- Following the absence reporting procedure is essential, failure to do so may deem the period to be unauthorised and may affect your pay
- Sickness absence will be managed in line with Trust Policy
- You should maintain regular contact with your Manager/Head of Department during the period of your sickness absence

Failure to adhere to these procedures may result in the loss of Occupational and Statutory Sick Pay and may lead to disciplinary action being taken.

In certain circumstances, you may be required, at your own expense, to produce a medical certificate for every period of sickness regardless of duration.

OCCUPATIONAL HEALTH

You are required to attend the Trust's Occupational Health service as and when appropriate to determine medical fitness for employment. The appointment may include reasonable testing and diagnostic procedures, if this is the case the Trust would pay any of these costs.

DISCLOSURES

It is a requirement of employment to agree to the Trust applying to the Disclosure and Barring Service (DBS) for a disclosure of any criminal convictions. It is also a requirement for staff to notify the Trust of any criminal convictions or cautions obtained during the course of their employment. Staff are also required to declare being under investigation by their regulatory body. Failure to comply with these necessary safeguarding requirements may result in action being taken against you.

WORKING TIME REGULATIONS

The Working Time Regulations 1998 (revised 2003, and 2004) implements the EC Working Time Directive and the EC Young Workers Directive that provides limits on the maximum amount of working time and regulates the way working time is organised. It is the Trust's view that staff should not work in excess of an average 48 hours per week over the 17-week reference period. For further information the Trust guidance on Working Time Regulations can be obtained from the Human Resource Department.

OTHER EMPLOYMENT

As an NHS employee, you are advised not to engage in other employment including agency work, which may conflict with your NHS work or be detrimental to it. You agree to comply with the requirements of the Working Time Regulations and are therefore required to declare all additional work you undertake to your manager.

RISK MANAGEMENT INCLUDING HEALTH AND SAFETY

The Trust attaches the greatest importance to the principles of risk management, including the health and safety of its employees. It is necessary for management and staff to work together positively to achieve a situation compatible with the provision of proper services to patients/clients, where personal injuries and hazards to the health and safety of staff and others can be reduced to a minimum.

It is a management responsibility to do all that is reasonably practicable in the field of design, construction, operation and maintenance of buildings, plant, equipment and facilities to achieve a working situation, which is safe and without risks to health and to ensure that accurate records of accidents/untoward occurrences are maintained and investigated. Where appropriate, risk assessments will be carried out and documented; safety training will be arranged for staff and necessary safety devices and protective clothing will be provided.

It is the duty of every member of staff to exercise responsibility and to co-operate with the Trust so far as is necessary to prevent injury to themselves and to others, for example, by the wearing of protective clothing provided and by the prompt reporting of accidents and potential hazards to enable the Trust to comply with statutory duties imposed upon it.

ACCIDENT/THIRD PARTY CLAIMS

If you are absent from work as a result of an accident and if compensation is recoverable from a third party in respect of such an accident you will not be entitled to receive any sickness allowance or other payment from the Trust. However, in such circumstances the Trust may advance to you a loan in a sum not exceeding the total sickness allowance provided under the Trust's Sickness Absence Policy, as amended from time to time. Such a loan must be repaid to the Trust within 14 days of your receipt of any compensation from the third party. The repayment will not exceed the total amount of the sickness allowance paid or the part of damages identified as being payable for your loss of earnings.

CODE OF CONDUCT FOR NHS STAFF

As a manager you must comply with the Code of Conduct for NHS managers, which was issued by the Department of Health in October 2002. The code sets out the following principles, which must be observed:

"Make the care and safety of patients my first concern and act to protect them from risk; respect the public, patients, relatives, carers, NHS staff and partners in other agencies; be honest and act with integrity; accept responsibility for my own work and the proper performance of the people I manage; show my commitment to working as a team member by working with all my colleagues in the NHS and the wider community; take responsibility for my own learning and development."

Managers are also required to comply with the Nolan Principles, Trust Constitution, Trust Pay Policy and the Trust Declaration Policy these are available via the following links:

Nolan Principles (

<https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>

)

Trust Constitution (<http://www.bsmhft.nhs.uk/about-us/trust-documents/constitution/>)

Trust Declaration Policy (

<http://www.bsmhft.nhs.uk/about-us/trust-documents/statutory-statements-and-declarations/declaration-of-interests-gifts-hospitality-and-sponsorship-policy/>

)

Trust Pay Policy (

<http://www.bsmhft.nhs.uk/about-us/trust-documents/statutory-statements-and-declarations/pay-policy/>)

INFORMATION GOVERNANCE RESPONSIBILITIES

The Trust holds and uses a wide range of clinical and business information and records, held on a variety of paper and computer systems and there are a number of Information Governance rules in place which staff must follow at all times.

In the course of your duties you may have access to personal data about patients or staff or to other confidential information. Access to information should be based on a strict need to know approach, and only where a legal basis exists.

It is a duty of every member of staff to comply with the law and professional standards and to adhere to the Trust's Information Governance policies and procedures, particularly in relation to Confidentiality, Data Protection, Data Quality, Care Records, Information Systems Security, Freedom of Information and Corporate Records Management. Further details are available on the Trust Intranet.

You are responsible for ensuring that any processing of Trust information or records you do as part of your role (create, manage, store etc...) is done appropriately. This responsibility includes recording information promptly and accurately, keeping it securely, handling it confidentially, and only disclosing where a legal legitimate need exists.

You are not permitted to take home any personally identifiable information relating to Trust business, except where this is strictly necessary for the proper performance of your duties and authorised by managers. If this occurs it must be done in line with Information Governance Policies on the transfer of information. Any unauthorised conduct in this respect, which causes loss or damage to the Trust or to any client, past, present or future will be regarded as serious misconduct.

All staff are provided with an Introduction to Information Governance standards during their corporate induction and are expected to familiarise themselves with organisational policy in relation to these issues. All staff are required to undertake mandatory information governance training on an annual basis.

A breach of Information Governance rules may result in disciplinary action in accordance with the disciplinary procedure and may be seen as a serious offence which will be treated as gross misconduct and could result in dismissal.

EQUAL OPPORTUNITIES

The Trust is an Equal Opportunities Employer. You are required to follow the Trust's rules and instructions very carefully on all aspects of equal opportunities.

DIGNITY AT WORK

Employees are expected to enjoy a working environment in which the dignity of individuals is respected. Harassment at work is totally unacceptable in any form and will not be permitted or condoned in the workplace. This includes harassment, which may occur when dealing with fellow employees, patients and others in their presence.

Disciplinary action may be taken against an employee who following investigation is found to have subjected others to harassment, bullying or victimisation, which may potentially include dismissal from employment.

Employees are also expected to operate within the guidance set out within the Attitude, Behaviour and Communication standards (ABC) at which all staff are expected to demonstrate a considerate and respectful attitude, behave in a professional and caring manner and communicate effectively and appropriately both verbally and non-verbally.

DATA PROTECTION

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The Trust and all employees shall each comply with the Data Protection Act 2018 and shall protect the personal data of all staff, clients and patients. Both the Trust and the employee will indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the employee where the said claims and proceedings, liability, loss, costs and expenses arise or are incurred as a result of the indemnifying party's breach of its obligations.

By signing this contract you are in agreement and consent to the Trust controlling and processing your personal and sensitive data, both electronically and manually in relation to you and your employment at the Trust. For example, the Trust may need to process your data for the purpose of its administrative functions or for its compliance obligations with applicable procedures, laws and regulations. You are also in agreement with the Trust retaining details of your sickness absence in order for the Trust to comply with obligations relating to the payment of statutory sick pay.

You may be assured that the Trust will treat all personal data as confidential and will not use or process it other than for legitimate purposes. You need to take steps to ensure that the information is accurate such as addresses, are kept up to date. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

It is the Trust policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes and security maintained at all times. There will be regular checks. Therefore you should not have any expectation of privacy in respect of Trust systems and equipment. For the avoidance of doubt, this includes: telephone systems, computer systems, use of e-mail and Internet, and the postal system.

The Trust reserves the right, without notice, to access, any communication made or received by you on its computers or telephone system for the following purposes: to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voicemail systems when you are on holiday or on sick leave.

TRADE UNION/STAFF ORGANISATION MEMBERSHIP

The Trust supports the system of collective bargaining and believes in the principle of developing good employment policies by discussion and agreement. For practicable purposes this can only be conducted by representatives of the employer, and employees. You are, therefore, entitled to join a recognised Trade Union or Professional Association. You are entitled to be represented by a representative of your Trade Union or staff organisation in any proceedings under the Trust's Grievance and Disciplinary Procedures.

INTELLECTUAL PROPERTY RIGHTS

If, in the course of your employment you make any invention, improvement, system development, enhancement, design, artistic or literary work ("the Invention")

Subject to Section 39 of the Patents Act 1977, all intellectual property rights in the Invention will belong to the Trust;

You shall promptly disclose to the Trust full details of the Invention;

You shall, at the request and expense of the Trust, do everything necessary to enable the Trust or its nominee to obtain the benefit of the Invention including, without limitation, securing patent or other protection;

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You waive any right you may have in respect of the Invention under Sections 77-86 of the Copyright, Designs & Patents Act 1988, including the right to object to derogatory treatment;

The provisions of this clause are subject to Section 42 of the Patents Act 1977.

DISCIPLINARY PROCEDURE

The Trust expects all, its staff to observe a high standard of personal conduct and to follow the Trust's Disciplinary Procedure for dealing with misconduct and poor performance issues.

The Trust's Disciplinary Procedure operates so that employees are treated fairly and consistently. It gives employees the chance to improve their conduct and their performance.

Should you wish to appeal to any disciplinary sanction made against you, you should do so in accordance with the Trust Disciplinary Procedure.

There is no entitlement to notice or payment in lieu of notice in the event of summary dismissal.

A copy of the full procedure is available from your manager or Human Resources.

GRIEVANCE AND DISPUTES PROCEDURE

If you have any grievance relating to your employment you should, in the first instance, raise the matter with your Line Manager and attempt to resolve the grievance informally. If the matter is not settled at this level you may pursue it in accordance with the Trust's Grievance Procedure, the prime objective of which is to settle all grievances without delay at the lowest possible level.

A copy of the full procedure is available from your manager or Human Resources.

WHISTLEBLOWING POLICY

You have a responsibility to raise any concern which may have an impact on patient safety and/or the organisation. You should be supported and encouraged to raise any matter of concern about the quality of service provided and to question and act upon your concerns, plus you have the right to remain anonymous. You will receive a response to any concern, including feedback on any action taken.

In addition qualified clinical staff have a "Duty of Candour" and are obliged to declare malpractice omissions and mistakes when impacting on service users.

FRAUD/CORRUPTION AND HOSPITALITY

The Trust is committed to maintaining an honest, open and well intentioned atmosphere within the Trust, so as to best fulfil the objectives of the Trust and of the NHS. It is therefore also committed to the elimination of fraud or illegal acts within the Trust, to the rigorous investigation of any such cases and, where fraud or illegality is proven, to ensure that appropriate action is taken against the individual(s) or organisation(s) involved. The Trust will also take appropriate steps to recover any assets lost as a result of fraud and other illegal acts.

The Trust Board has established procedures, in the form of Standing Orders, Standing Financial Instructions and procedure notes, designed to minimise the likelihood of the Trust suffering wrongs and a response plan to be followed in the event of suspected wrongdoing being reported.

It is the responsibility of all staff to:

- Ensure that they are not placed in a position which risks, or appears to risk, conflict

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- between their private interests and their service duties;
- Declare to their line manager any relevant interest;
- Seek permission before taking on outside work, if there is any question of it adversely affecting their duties;
- Obtain permission before accepting any commercial sponsorship;
- Inform their line manager if they have any suspicions concerning the actions of others

It is the responsibility of all staff not to:

- Accept any gifts, inducements, or inappropriate hospitality;
- Abuse their past or present official position to obtain preferential rates for private deals;
- Unfairly advantage one competitor over another, or show favouritism in awarding contracts; misuse or make available official "commercial in confidence" information

SMOKING POLICY

In the interests of the health of staff, patients and visitors, the Trust is a non-smoking organisation. It is a condition of employment that you do not smoke within the Trust's premises and grounds except in designated areas. Please note that designated areas are not available at all sites within the Trust.

STAFF IDENTIFICATION SYSTEM

It is the Trust's policy that each employee is issued with an identification card and that this card is worn at all times whilst on the Trust's premises, or otherwise on official Trust business.

PERSONAL PROPERTY

The Trust cannot accept responsibility for articles lost or damaged on its premises in the course of your employment, whether by fire, burglary, theft or otherwise, with the exception of money, jewellery and other small valuables which have been handed to the appropriate manager for safe custody and for which a receipt has been given. You are therefore advised to take out insurance cover against all such risks, as far as you consider necessary.

OVERPAYMENTS

The Trust will seek to recover as applicable any of the following;

- any amounts of remuneration, expenses or any other payments (statutory, discretionary, etc) which are overpaid to you whether made by error or through any misrepresentation or otherwise; dependant on the amount, the Trust will seek to reach repayment terms with you.
- (on termination of employment) any holiday pay paid to you in respect of holiday granted in excess of your accrued entitlement; and
- Any other sums owed to the Employer by you, including, but not limited to, outstanding loans or advances, training agreements or relocation expenses. Please note, payment types 2 and 3 may be taken from your last salary if a repayment process is not agreed.
- repayment of sickness absence payments for successful third party claims

Please refer to the Trust Overpayment Payment User Guide for further details on how these arrangements work, should you experience an overpayment/pay adjustment.

Yours Sincerely

Recruitment Manager
(for and on behalf of the Trust)

ACCEPTANCE

I have read, understand and accept the Terms & Conditions of Employment as stated and referred to in this Document relevant to my employment with the Trust. I accept that this contract replaces any existing/previous contract I may have with the Trust.

Name :

Signed :

Date :

**PLEASE SIGN BOTH COPIES OF THIS STATEMENT,
AND RETURN ONE COPY TO YOUR MANAGER.**

SPECIAL PROVISIONS:

This is a professional development appointment and continuation of employment is dependent on satisfactory progress to completion of the course.

This is a full time, fixed-term contract for 3 years as per **SECTION 1**; due to the fact that this is a training post of 3 years duration on the Doctoral Programme in Clinical Psychology. This contract will only be extended to allow a further period of training required for satisfactory completion of the course on the recommendation of the Board of Studies and subject to the agreement of NHS England.

Your continued employment is subject to satisfactory progression on the Doctorate Course in Clinical Psychology and withdrawal or termination of your programme of training by the University for any reason will automatically lead to termination of your employment with Birmingham and Solihull Mental Health NHS Foundation Trust.

You should note that the Trust is not required to give any notice of the expiry of this fixed term contract and that it is not obliged to offer you further employment after your end date.

On successful completion of the course Birmingham and Solihull Mental Health NHS Foundation Trust will endeavour to find suitable employment. This does not place any obligation upon the Trust to guarantee future employment as this is a fixed term professional development post.

Signed for BSMHFT by:

Name: (block capitals):

Designation:.....

Date

ACCEPTANCE

I hereby confirm that I accept this appointment and agree to the Special Provisions outlined above. I have retained a copy of this statement for my own information.

Signed:

Date