



**Scottish
Ambulance
Service**
Taking Care to the Patient



Contract of Employment

For full details of the terms and conditions of service, staff should refer to the NHS Terms and Conditions of Service Handbook available from Divisional and National Headquarters and on the Scottish Ambulance Service Intranet Site (@SAS).

Your Employer, Post Title and Start Date are as noted in your Offer of Employment letter.

1. RIGHT TO WORK IN THE UNITED KINGDOM

You warrant that you are legally entitled to work in the United Kingdom and agree that you will notify the Service immediately if you cease to be so entitled or your immigration status changes at any time during your employment.

You agree to provide the Service with evidence of your right to work in the United Kingdom at any time, upon request. Should the Service discover that you do not have permission to work in the United Kingdom or if such permission is revoked or expires the Service reserves the right to terminate your employment immediately and without notice or pay in lieu of notice.

2. JOB DESCRIPTION

You are employed in the role stated in your Offer of Employment letter.

Your duties are set out in the enclosed job description. You may be required to undertake other duties from time to time as reasonably required.

3. CONTINUOUS AND RECKONABLE SERVICE

Your date of continuous employment is as set out in your Offer of Employment letter.

In relation to calculating reckonable service for the purposes of redundancy, maternity, sick pay and annual leave entitlement, service with other NHS employers will, subject to certain conditions, be taken into account. Service with other organisations relevant to the NHS may also be taken into account. You must provide evidence of previous service for consideration by the Human Resources Department who will then advise you of your reckonable service date for these purposes.

4. PLACE OF WORK

Your work base will be as detailed in your Offer of Employment letter.



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Due to the nature of the work of the Service you may be required to travel across Scotland for the proper performance of your duties. You will not be required to work outside the UK for more than one month during your employment.

5. SALARY

The current pay band for your post is as detailed in your Offer of Employment letter.

If you work a formal shift pattern or are required to work formal on-call periods then you will be paid the appropriate allowances. Should your pattern of work significantly change then any such allowances will be recalculated. Please refer to the NHS Terms and Conditions of Service handbook for details of unsocial hours and on call rates of pay.

You will be paid monthly in arrears at 1/12th of the annual rate (pro rata for part time staff) by Direct Debit to a Bank, Building Society or other nominated account. Any additional payments out with salary to which you may become entitled shall be paid either direct to a Bank etc or by cheque.

The Service shall be entitled to deduct from your salary or other payments due to you any money which you owe to the Service at any time, including any overpayment made to you. The Service will notify you in advance of any such deductions.

6. HOURS OF WORK

Your normal hours of work will be 37.5 hours per week (pro rata for part time staff) exclusive of rest breaks. These hours will be agreed with your manager according to your role and the location in which you are working.

Staff required to respond to emergency calls will be required to work inclusive of rest breaks and will be available during those breaks to attend as allocated by the ACC.

Shift rosters will be determined locally and may change from time to time in accordance with the Service's Shift Review Policy. Relief staff will not normally work to a roster as they are required to cover for the absence of rostered staff.

Band 8a and above

Your normal hours will be as per your Offer of Employment letter and are exclusive of meal breaks. However you will be expected to work such additional hours as are necessary for the full performance of your duties which may include, by are not limited to, providing cover for absent colleagues or cover to respond to emergency situations.

7. OVERTIME

Due to the nature of our work, it is recognised that a service must be provided to the public throughout the year. It is also acknowledged that, on occasions, overtime will be necessary to meet this commitment and to provide continuity of care. In such circumstances you will be required to provide cover (e.g. extended duty). Where overtime can be planned this will be covered on voluntary basis, where possible.



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Overtime and all hours worked during an on-call period will be paid at time and a half (double time on a Public Holiday). Part time staff will receive payment for additional hours worked at plain time rates until their hours exceed standard hours of 37.5 hours per week. Time off in lieu instead of payment will always be at plain time.

Staff in Band 8 and above have no entitlement to overtime payment but do have an entitlement to payment for work performed during an on-call period.

8. TRAINING, QUALIFICATIONS AND REGISTRATION

Where a formal assessment mechanism is in place you are required to reach a standard deemed acceptable by the Service. You are required to complete appropriate training and development to ensure that you are registered, qualified and remain competent for your duties.

If your post requires registration with a professional body you must comply with all appropriate Codes of Practice and ensure that your registration is kept up to date. You must produce evidence of registration on request. A failure to do so may result in termination of your employment.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS

Your annual leave entitlement is dependent upon your length of continuous service and outlined in the table below:

On First Appointment	27 days & 8 public holidays (202.5 + 60 hours)
After 5 years accumulated service	29 days & 8 public holidays (217.5 + 60 hours)
After 10 years accumulated service	33 days & 8 public holidays (247.5 + 60 hours)

The annual leave year runs from 1st April to 31st March.

If your employment starts or finishes part way through the holiday year, or your holiday entitlement increases part way through the holiday year your holiday entitlement will be calculated on a pro rata basis.

Of the 8 public holidays 4 of these have been agreed nationally i.e. 2 at Christmas and 2 at New Year. The remaining 4 days will be agreed at Divisional level.

Part-time staff will have their holidays calculated in pro-rata hours against their whole time equivalent post entitlement.

Pay during annual leave will include regularly paid supplements; e.g. unsocial and/ or on call payments.

It is expected that staff will take their annual leave within the leave year in which it is accrued. In exceptional circumstances up to one working week of basic contracted hours may be carried over to the following year, with the agreement of your Manager. In cases of sickness absence carry over to the next annual leave year is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.



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On termination of employment, following the requisite period of notice, any leave accrued but not taken may, at the discretion of the Service, be added to the date of termination or paid in lieu. If you have taken more leave than you have accrued at the date your employment terminates the Service shall deduct the excess holiday pay from any payments due to you.

Requests for annual leave must be made in accordance with the 2011 Chief Executives Letter on Annual Leave. This is available via http://www.sehd.scot.nhs.uk/mels/CEL2011_31.pdf

10. SICKNESS

If you are absent from work due to incapacity you must comply with the reporting and certification procedures contained in the Service's Attendance Management policy available from Divisional Headquarters, Human Resources Department and @SAS.

Subject to your compliance with the Service's Attendance Management policy and the conditions detailed in the NHS Terms and Conditions of Service Handbook, if you are absent from duty owing to illness you will be entitled to receive sick pay in accordance with the scale below:

<u>Service on First Day of Absence</u>	<u>Full Pay Up To</u>	<u>Half Pay Up To</u>
During the 1 st Year of Service	1 Month	2 Months
During the 2 nd year of Service	2 Months	2Months
During the 3 rd year of Service	4 Months	4 Months
During the 4 th & 5 th years of Service	5 Months	5 Months
After 5 years Service	6 Months	6 Months

Previous periods of NHS service will be counted towards entitlement to sick pay provided that any break or breaks in service have been less than twelve months.

The definition of full pay will include regularly paid supplements including unsocial and on call payments.

If you fall sick whilst on annual leave and comply with the Attendance Management policy to report your illness the relevant period will be treated as sick leave rather than as annual leave. You will not be entitled to an additional day off if sick on a public holiday that you would otherwise have been required to work as part of your basic week.



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TERMINATION AND NOTICE PERIODS

Notice periods

Staff in Band 1-7

The prior written notice required from you or the Service to terminate your employment shall be as follows:

- 1) One week's notice if the period of continuous employment with the Service is less than 2 years.
- 2) One week's notice for each year of continuous employment if the periods of continuous employment is at least 2 years' but less than 12 years.
- 3) Twelve weeks' notice if the period of continuous employment 12 years or more.

Band 8(a) and above

The prior written notice required from you or the Service to terminate your employment is 12 weeks.

All Bands

If you fail to give or serve the prescribed period of notice, and no agreement has been reached with the Service in relation to a shorter period of notice, the Service may offset against any monies due to you, a sum in lieu of the period of notice not given or served.

The Service is entitled to dismiss you at any time without notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom.

The Service reserves its right to terminate your employment without notice and to make payment in lieu of notice.

11. PENSIONS

All employees automatically become members of the National Health Service Superannuation Scheme unless you choose to make other provisions. Details of the Scheme are available online at www.sppa.gov.uk

12. DISCIPLINARY AND GRIEVANCE PROCEDURES

You are required to observe established standards of discipline and conduct at your place of work and to ensure the safety and well-being of yourself and others. These standards and the Service's disciplinary procedure are detailed in the Management of Employee Conduct policy.

All employees have a right to raise a grievance if they feel they have been treated unfairly or believe they have been subject to inappropriate behaviours. Any employee wishing to seek redress of any grievances related to employment is expected to raise the matter in the first instance with their immediate supervisor. If the grievance remains unresolved, the Dealing with Employee Grievances policy should be followed.

Both policies are available on the intranet (@SAS) or from your line manager.



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13. INFORMATION GOVERNANCE

The Service collects, uses and retains (processes) a large volume of information on patients and staff much of which is personal and/or sensitive data. It is our primary responsibility to ensure that this information remains secure at all times.

You are required to familiarise yourself and comply with the Information Governance Policy and Procedures available on the intranet (@SAS).

Under the Data Protection Act you are held to be personally responsible for all the information you process while it is in your care. Should you be directly responsible for an avoidable or malicious breach of the Data Protection principles you could be prosecuted under the Act as well as face internal disciplinary action.

14. CONFIDENTIAL INFORMATION

All employees are bound by a duty of confidentiality. This means that you are obliged to keep strictly confidential any person-identifiable information, commercially sensitive and confidential business details you become party to as part of your employment.

Confidential information can be anything that relates to the Service, patients (e.g. – patient report forms, complaints, serious untoward incidents etc.), staff or any other person, held either on paper, in electronic files, in photographs, on video or even heard by word of mouth.

In the course of your duties you may have access to confidential materials about patients. Such information may only be released to those who have the right of access to that information either on the grounds of being directly involved in the ongoing care of the patient (medical professionals, nursing staff, paramedical and NHS 24 etc) or those that have a legal right of access to it (Police, Procurator Fiscal etc) in the investigation or prevention of crime. On no account must information relating to patients be divulged to anyone other than those with a clear right of access.

You may also have access to confidential or business sensitive material, which must not be divulged to anyone without the proper authority having first been given and their right of access established. If you are in any doubts whatsoever as to the eligibility of a person or agency asking for information on patients, staff or Service business, you must seek advice from your line manager.

You are strictly forbidden from accessing your own personal information unless specifically authorised to do so. In addition you are forbidden from accessing any personal information relating to colleagues, friends, relatives or other individuals unless you have a legitimate reason to do so as part of your employment responsibilities.

Detailed information on all aspects of confidentiality, data protection, information security, consent & disclosure is available on the intranet site (@SAS). You have a responsibility to look after information received in the course of carrying out your duties and for complying with relevant Information Governance policies and procedures including the Data Protection Policy. Failure to do so will be taken very seriously and may result in disciplinary action being taken and a sanction imposed up to and including dismissal.



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15. CONFLICT OF INTEREST AND OTHER STANDARDS OF BUSINESS CONDUCT

You are expected to ensure that the interest of patients remains paramount at all times, and that you are impartial and honest in the conduct of your official business/ profession.

You must not engage in any other employment, business or business interest other than your work with the Service without prior, written permission. Such permission may be rescinded during sick leave. Any approved employment must not be in direct competition with the Service. Details of your responsibilities are outlined in the Service's Secondary Employment Policy.

You must read and comply with the Scottish Ambulance Code of Conduct (available on @SAS). You must make sure that private interests and NHS duties do not conflict, that you declare any relevant business interest and that you do not accept gifts, inducements or inappropriate hospitality.

You must not do anything either in the course of your work, or out-with working hours, which brings the Service into disrepute.

A failure to comply with appropriate standards of conduct may be treated as disciplinary matter justifying a disciplinary sanction up to and including dismissal.

16. CRIMINAL CHARGES & CONVICTIONS OR LOSS OF ABILITY TO PRACTICE

You **must** inform your Manager as soon as possible, in writing of any change in your employment or legal status including:

- If you are being investigated by the Police or reported to the Procurator Fiscal, are arrested, charged or convicted of **any** offence whether in the UK or otherwise
- If you lose your professional registration to practice e.g. HPC registration
- If you are reported to Disclosure Scotland or added to the PVG Children or Adult's Lists.

17. UNIFORM AND OTHER SERVICE PROPERTY

If you are provided with uniform and protective clothing you are required to wear such garments, and maintain them in a clean and serviceable condition in accordance with Service's Uniform policy.

Upon leaving the Service, for whatever reason, you must surrender all items of uniform and any other Service property to an appropriate representative of the Service.

18. POST EMPLOYMENT

After termination of employment, for whatever reason, no former employee may represent themselves or knowingly allow others to represent them, as being in any way connected with, or interested in, the business of the Service.



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19. HEALTH AND SAFETY

All employees of the Scottish Ambulance Service should approach health, safety and wellbeing with a positive attitude to encourage a safe working environment that we all can be proud of. All employees must comply with the duties placed upon them by the Health and Safety at Work Act 1974 and all relevant Health and Safety Legislation. It is the responsibility of all employees to familiarise themselves with the contents of, and comply with all Service policies and procedures introduced in the interest of health, safety and welfare including the Health and Safety Organisation and Responsibility Policy.

All Managers will be expected to take immediate action to resolve potential health and safety hazards brought to their attention by members of staff.

You must comply with the Service's No Smoking Policy.

20. APPLICABLE COLLECTIVE AGREEMENTS, POLICIES AND PROCEDURES

The Service has a number of policies and procedures which are applicable to your employment. Copies of these along with all other policies and procedures referred to in this document are available at your Divisional/Departmental Headquarters and Human Resources Department as well as on @sas. It is your responsibility to make yourself familiar with these documents and keep yourself up to date with changes.

As terms and conditions are amended or changed (through a collective bargaining process) you will be advised of this through an appropriate channel which may include National Bulletins, pay slip notification, personal letter etc.

Please confirm your acceptance of the terms and conditions contained in this Contract of Employment and your Offer of Employment letter by signing one copy of this document and returning in the envelope provided. The second copy should be retained for your own reference.

Graeme Ferguson
Deputy Director of Workforce

[do not detach]

I, _____ confirm acceptance of the post offered on the above terms and conditions of employment and those contained in the Offer of Employment.

_____ [signature] Date ____/____/____