



Altnagelvin Hospitals Health & Social Services Trust

ALTNAGELVIN HOSPITALS H & SS TRUST

TERMS AND CONDITIONS OF EMPLOYMENT

Mr Manus Doherty



Dear Mr Doherty

POST OF DIRECTOR OF PERSONNEL

1. On behalf of the board of Altnagelvin Hospitals H & SS Trust, hereafter referred to as the Trust I am pleased to offer you the post of Director of Personnel of the Trust, on the following terms.

Continuity of Employment

2. See Schedule.

Scope of the Appointment

3. Your duties are set out in the job description, which accompanies this document. The job description will be reviewed periodically.

Continuation of Contract

4. Continuation of your appointment under this contract is subject to satisfactory performance. Your performance of the duties of the post and your progress in achieving a set of objectives will be reviewed at intervals of not more than 12 months in accordance with arrangements set down in the Senior Executive Performance Management Scheme as determined by the Department.

Place of Employment

5. Your normal base will be Trust Headquarters. You may, however, be called upon to serve at any location within Altnagelvin Area Hospital. You may also be required to travel within or outside of Northern Ireland in the performance of your duties.

Hours of Work

6. This post is full time and you will be expected to work such hours as are necessary for the full performance of your duties and responsibilities. For pay purposes the working week will be deemed to be thirty-seven hours.

Remuneration

7. The Department of Health, Social Services and Public Safety has determined a pay and grading scheme for the Trust, Chief Executives and Senior Executives. Your post grade and salary details are as set out in paragraph 6 of the Schedule. You will enter the scale at £ [REDACTED] and pay progression will be linked to performance as set out in the Senior Executive Performance Management Scheme as determined by the Department. Your salary will be paid monthly in arrears by bank credit transfer.

8. If it comes to light that you have been paid incorrectly, then the Trust will take action to correct your pay. If you have been overpaid, then the Trust will discuss with you how to recover the overpayment.

Superannuation

9. This appointment is superannuable under the Health and Social Services Superannuation Scheme. Employees in the Superannuation Scheme are 'contracted out' of the State Earnings Related Pension Scheme (SERPS). If participating in the Superannuation Scheme your remuneration will be subject to deductions in accordance with the detail of the Superannuation Scheme. In addition, as a member of the Superannuation Scheme you will pay the lower rate of National Insurance Contributions. Further details on the Health and Social Services Superannuation Scheme are contained in the enclosed leaflet.

10. As membership of the HSS Superannuation Scheme is optional you may choose to make alternative provision by participation in the State Earnings Related Pension Scheme or in a personal pension scheme. If you exercise your right to

participate in a personal pension scheme, the Trust as your employer will only pay the minimum contribution required by law.

Retirement Age

11. You are required to retire on reaching the age of 65 years.

Notice of Termination

12. The minimum period of notice that you are required to give is three months. In the event that the Trust terminates the contract, other than in circumstances covered by paragraph 4 or in the case of summary dismissal, you are entitled to receive three months notice in writing. This does not prevent either party waiving the right to notice, or from accepting payment in lieu of notice.

Expenses

13. Any payments made will be in accordance with the provision and rates as provided for and updated from time to time by the General Whitley Council, or as determined locally by the Trust where applicable.

Sick Pay

14. Sick pay will be in accordance with the provisions of the General Manager/Senior Manager and Administrative and Clerical Terms and Conditions of Service Handbooks. You may be required to be medically examined at any time during your employment by a doctor appointed by the Trust.

15. If you are absent as a result of an accident involving a third party and you make a claim for and receive damages you will be required to refund to the Trust the sick pay received. In the event that the damages received are less than the sick pay received, the total damages must be refunded to the Trust.

Annual Leave/Statutory and Public Holidays

16. Your annual leave entitlement is set out in the schedule plus 12 statutory and public holidays. The leave year will run from 1 April to 31 March. The taking of annual leave must be approved in advance and will be granted subject to the exigencies of the Service. Five days leave may be carried forward from one leave year to another subject to the conditions set down in Section 7 of the General Manager/Senior Managers' Handbook.

Motor Vehicle Provision

17. You may be offered a leased car in accordance with the leased car provisions of Part I of Section 24 of the General Terms and Conditions of Service Handbook.

Other Conditions of Employment

18. In general the conditions of employment are those laid down in the General Manager/Senior Managers' Terms and Conditions of Service Handbook. Conditions of employment, other than in respect of remuneration will be those laid down by the General and the Administrative and Clerical Staffs Whitley Councils, both of which may be amended from time to time.

Confidentiality

19. Confidentiality of patient information and personal information on staff must be preserved at all times. Your appointment will involve you in the Trust commercial activities and other business matters. During and after the termination (howsoever arising) of your appointment with the Trust you will be subject to a duty of confidentiality in relation to any information of a confidential nature. You will not, except in the performance of your duties with the Trust or unless ordered to do so by a Court or Tribunal or at the request and direction of the Minister of Health, Social Services and Public Safety, divulge to any person in any manner whatsoever, any confidential information covering the business or transactions of the Trust and its activities and/or its patients or staff and you will use all reasonable endeavours to prevent disclosure of such information. Breach of this confidence may result in dismissal.

20. Where you believe that you are being required to act, or you believe that others are acting, in a way which is illegal, improper, unethical or which may involve possible maladministration you should report the matter forthwith to the Chairman and the full Board of the Trust and where appropriate to the Department of Health, Social Services and Public Safety.

21. All copyright, works, designs, text, records, administrative and financial material and systems made, written or designed or originated by you during the course of your employment with the Trust and in connection with your employment with the Trust shall vest in the Trust. For the avoidance of doubt copyright as created by you outside working hours, on a private basis and not exclusively in

relation to the Trust shall remain your own property with the agreement of the Trust.

Data Protection

22. Information about you, your appointment and qualifications may be included in relevant computer files and manual records within the Trust. These files are registered for Data Protection purposes. Further information, if required, may be obtained from the Trust Personnel Department.

23. You should also be aware that unauthorised disclosure of data could render you liable to civil action for damages.

Outside Employment and Financial Interests

24. You should not engage in any outside employment or in any activity which would in any way weaken public confidence or impair your usefulness to the Trust or in any occupation which might conflict with the interest of the Trust or be inconsistent with your position in the Trust. If you have any doubt about the propriety of engaging in any additional employment, or other activity, you should seek and accept the advice of the Trust's policies and decisions.

25. You must declare to the Trust any financial interest or relationship you may have which may affect the Trust's policies and decisions.

Gifts, Hospitality, Fees & Emoluments

26. You must not accept gifts or excessive hospitality in the course of your employment. The guidance contained in Departmental Circular HSS (GEN 1) 1/95 must be observed at all times. Any fees or emoluments received by you in the course of your employment under this contract shall, unless otherwise stated by the Trust, be surrendered to the Trust.

Personal Effects

27. The Trust cannot accept responsibility for articles belonging to members of staff lost or damaged, whether by fire, burglary, theft or otherwise, unless such articles have been handed over for safe custody and receipt obtained. You are therefore advised to make your own arrangements for appropriate insurance cover with an insurance company of your own choice.

Health and Safety

28. The Trust has a duty to ensure so far as it is reasonably practicable, the health, safety and welfare at work of all its employees. You must co-operate with the Trust so far as is necessary to enable compliance with that duty. You must also take reasonable care for the health and safety of yourself and the other people you come into contact with who could be affected by your work.

Disciplinary Procedures

29. In the event of misconduct or failure to perform you will be subject to the Trust's disciplinary procedures. For further details contact the Personnel Department.

Redundancy

30. In the event of termination of this contract by reason of redundancy you may be eligible for premature retirement with immediate payment of Superannuation benefits and compensation if you are a member of the Health and Social Services Superannuation Scheme at the date of termination and meet the age and service requirements. Sections 45 and 46 of the General Terms and Conditions of Service Handbook arrangements for Redundancy Payment and Compensation Benefits on Premature Retirement will apply where your employment is terminated by reason of redundancy or organisational change.

Grievance Procedure

31. Any grievance, which you may have, should be raised in accordance with the Trust's grievance procedures. For further details contact the Personnel Department.

Criminal Convictions

32. You are required to immediately notify the Trust if you are charged or convicted of any criminal offence.

Representation

33. You have the right to join a Trade Union.

Equal Opportunities Policy

34. The Trust is an equal opportunities employer and has specific statutory duties under Section 75 of the Northern Ireland Act. You as Director of Personnel must ensure that the Trust complies fully with its obligations in this area.

Acceptance of Terms and Conditions of Employment

35. If you agree to accept the appointment on the terms outlined in this document please sign the form of acceptance on both copies of the document and return one to me retaining the other as your personal copy.

Yours sincerely



CHIEF EXECUTIVE
Altnagelvin Hospitals H&SS Trust

TO CHIEF EXECUTIVE
Altnagelvin Hospitals H&SS Trust

ACCEPTANCE OF TERMS AND CONDITIONS OF EMPLOYMENT

I accept this appointment on the basis of the terms and conditions of employment contained in or referred to in this document.

SIGNED

DATE: 31.03.03

NAME IN BLOCK CAPITALS

ADDRESS

JOB TITLE

COMMENCEMENT DATE

SCHEDULE TO ALTNAGELVIN HOSPITALS H&SS TRUST
LETTER DATED (21st November 2003)

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|----|---|---|
| 1. | POST | Director of Personnel |
| 2. | DATE OF COMMENCEMENT | 15 th April 1996 |
| 3. | DUTIES | As per job description issued to you |
| 4. | LOCATION OF POST | Altnagelvin Hospitals H&SS Trust
Initially based at: Trust Headquarters
Location: Altnagelvin Hospital |
| 5. | HOURS OF DUTY | Senior Executives are expected to work such hours as are necessary for the full performance of their duties and responsibilities. |
| 6. | REMUNERATION | (a) Director of Personnel
(b) Salary scale: £ [REDACTED] per annum.
(c) Entry point |
| 7. | DATE OF COMMENCEMENT OF CONTINUOUS EMPLOYMENT | The date of commencement of your period of continuous employment is 1 st November 1986 |
| 8. | ANNUAL LEAVE | Entitlement: 30 Annual Leave Days
(Based on a five day week) |
| 9. | PERIOD OF NOTICE | 3 Months |

NOTE

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(duplicates) – not issued