

Trust Appointed (Non-Training) Doctors or Dentists

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

THIS CONTRACT IS BETWEEN:

Salisbury NHS Foundation Trust

and

THE POST

1. Trust Appointed (Non-Training) Doctor

- 1.1. Your job title is in .
- 1.2. The appointment is subject to Salisbury NHS Foundation Trust Terms and Conditions of Service for Trust Appointed (Non-Training) Doctors and Dentists (“the TCS”), 2016, which may be amended from time to time. A copy of the TCS is available from the Medical Staffing Department.
- 1.3. It is a condition of your employment that you have, and retain throughout your employment, the correct level of professional registration commensurate with your grade, and that during this period; you will additionally continue to hold a licence to practise.

2. Commencement of Employment and Pay Point

- 2.1. Employment under this contract commences on 01/03/2023 and will terminate/terminates on 01/08/2023.
- 2.2. Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins on 01/03/2023
- 2.3. For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this employer or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996, will count as reckonable. For some purposes, dates prior to the dates in paragraphs 2.1 and 2.2 above may, therefore, be taken into account.
- 2.4. The standard full-time working week under this contract is 40 hours per week. Your actual hours of work under this contract will be no more than 48 hours per week on average and will be as set out in your work schedule. Should the hours in your work schedule be varied following a change of post or placement, your salary will be amended accordingly.
- 2.5. Your salary will be assessed in accordance with the pay framework set out in Section 4 of the 2016 TCS. If you are working less than the standard full-time working week, your salary will be adjusted pro rata in accordance with your contracted hours of work.
- 2.6. The maximum number of hours that may be worked in any given week is set out in Section 5 of the 2016 TCS.
- 2.7. Up to 40 hours of work per week are pensionable in the NHS Pension scheme.

3. General Mutual Obligations

- 3.1. While it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a professional employee. It is essential that you and the Trust work in a spirit of mutual trust and confidence.

You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- 3.1.1. to co-operate with each other and maintain goodwill;
- 3.1.2. to carry out our respective obligations in operating a work schedule;
- 3.1.3. to carry out our respective obligations relating to the Trust's policies, objectives, rules, working practises and protocols; and
- 3.1.4. to carry out our respective obligations as defined in the Terms and Conditions of Service for Trust Appointed (Non-Training) Doctors and Dentists.

THE WORK

4. Location

4.1. Your principal place of work is **Salisbury NHS Foundation Trust**. Other work locations, including off site working, may be incorporated in your work schedule where appropriate. You will be expected to undertake duties at the principal place of work, other sites where the Trust offers services or other locations identified in the work schedule. You may also be required to travel between work sites and attend official meetings at other locations.

5. Duties

5.1. Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities set out in Section 3 of the 2016 TCS and undertaking the activities set out in your work schedule.

6. Emergency Responses

6.1. In exceptional circumstances you may be asked to return to site or remain at work for emergencies outside of the expectations in your work schedule; however, you are not required to be available for such eventualities.

7. Work Scheduling

7.1. In accordance with Section 6 of the 2016 TCS, the purpose of your work schedule is to set out in clear and transparent terms the service commitments expected of you while in the post. The work schedule is not contractually binding in itself, but you have a duty to make all reasonable efforts to follow it.

7.2. Scheduling of Activities

7.2.1. The work schedule will set out the hours and range of activities that are necessary to fulfil your duties and responsibilities under this contract, and include the duration and locations at which these activities are scheduled to take place.

7.2.2. Additional hours (up to the maximum set out in Section 5 of the TCS) may be contracted for separately from time to time. The rates for basic pay are set out in the latest pay circular.

7.2.3. Any variations in your scheduled weekly commitments should be averaged out over the length of the rota cycle, the length of your placement or 26 weeks, whichever is shorter, so that your average commitment is consistent with the provisions of the Working Time Regulations 1998 as amended from time to time.

7.3. Where emergency work takes place at regular and predictable times and / or in predictable amounts, it will be accounted for prospectively within the work schedule. You may be required to participate in an on-call rota to respond to unpredictable emergencies.

7.4. Where you have approved external duties included in your work schedule, you will provide six weeks' written notice to the Trust of the dates upon which the external duties will be carried out. Shorter notice periods may be agreed by local arrangement or by agreement between you and your manager.

8. Spare Professional Capacity

8.1. The 2016 TCS, Section 5, outlines contractual limits on working hours and rest periods. While in this employment, you should not ordinarily undertake work outside of this contract. Where you do wish to undertake any such work as a locum, you must first offer your services to the Trust as set out in the paragraphs pertaining to locum work in Section 5 of the TCS.

9. Hours which attract a pay enhancement

9.1. To recognise the unsocial nature of work undertaken at nights and on weekends, the provisions of Section 4 of the 2016 TCS will apply.

10. On-Call Rotas

10.1. If you are required to be on an on-call rota, the provisions of Section 5 of the 2016 TCS will apply.

10.2. Your on-call commitment will be set out in your work schedule.

PAYMENT

11. Pay

11.1. The full-time equivalent basic salary applicable on commencement in this employment is 58,398.00 per annum. Your actual salary will be assessed on the basis of your work schedule and may comprise one or more of the following:

- 11.1.1. If your work schedule requires you to undertake additional hours of work over and above the standard week of 40 hours, you will be paid at the rate of 1/40th of the full time equivalent basic pay;
- 11.1.2. If part of the work in your work schedule is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Section 4 of the 2016 TCS;
- 11.1.3. If you are required to participate in work at the weekend, you will receive a weekend allowance calculated in accordance with Section 4 of the 2016 TCS;
- 11.1.4. If you are required to participate in an on-call rota, you will receive an on-call availability allowance calculated in accordance with Section 4 of the 2016 TCS;

11.2. Your salary will be payable monthly in arrears on [].

12. Pension

- 12.1. Unless you are deemed ineligible, you will automatically be enrolled as a member of the NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.
- 12.2. Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable in Section 4 of the 2016 TCS.

13. Expenses

- 13.1. You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Section 13 of the 2016 TCS. Claims for expenses must be submitted in a timely manner (normally within one month of the time that the expenses were incurred).

OTHER CONDITIONS OF EMPLOYMENT

14. Leave and holidays

- 14.1. Full details of annual leave and public holidays, professional and study leave and sick leave are set out in Section 11 of the 2016 TCS.
- 14.2. Section 11 of the 2016 TCS set out where arrangements for special leave, maternity, paternity, parental, carer's and adoption leave can be found.

16. Policies and Procedures

- 16.1 You are required to familiarise yourself and comply with the Trust's policies and procedures and those of any other sites, identified in your work schedule, where the Trust offers services.

17. Disciplinary Procedure

17.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures and will be subject to the appeal arrangements set out in those procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework).

18. Grievance Procedure

18.1 The grievance procedures, which apply to your employment, are set on Salisbury Hospitals NHS Foundation Trust Internal SALI microguide web page.

19. Intellectual Property

19.1 You will comply with our procedures for intellectual property which reflect 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'.

20. Termination of employment

20.1 The agreed minimum period of notice by both sides for doctors employed under these terms and conditions of service is 3 months.

21. Governing Law

21.1 This contract and any dispute or claim arising out of or in connection with it, or its subject matter, or formation, shall be governed and construed in accordance with English law and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract.

22. Entire terms

22.1 This contract, together with the TCS and any local agreements, contains the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference, such incorporation is only to the extent so stated and not further or otherwise.

Notes

You are normally covered by the NHS indemnity scheme against claims of medical negligence. However, in certain circumstances you may not be covered by the indemnity. We therefore advise you to maintain membership of a medical defence organisation. Details of the NHS indemnity scheme may be obtained from the Medical Staffing department upon request.

Updates on salary values are published in the NHS Employers website www.nhsemployers.org
